



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
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*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

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Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

14 June 20, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

June 20, 2017

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **LOS ANGELES JUSTICE FUND (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

#### **SUBJECT**

Delegate authority to the Department of Consumer and Business Affairs (DCBA) to enter a fiscal intermediary agreement with the California Community Foundation for the administration of a program to provide legal services to Los Angeles County (County) immigrant residents at risk of removal.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to and authorize the Director of DCBA, or his designee, to prepare and execute a two-year, \$3 million fiscal intermediary agreement with the California Community Foundation (CCF) and any amendments that support the implementation and administration of the County's share of the Los Angeles Justice Fund (LAJF) within the following parameters:

- a. The funds shall be used by CCF to make grants to qualified non-profit legal services organizations selected via a competitive solicitation process;
- b. The legal services funded by said grants shall be provided to individuals who meet all eligibility criteria pursuant to the agreement between the County and CCF;
- c. The CCF shall conduct, or cause to be conducted an independent evaluation of the effectiveness of the LAJF and its fiscal and economic impacts; and

d. The final agreement shall be substantially similar in substance to Attachment I and approved as to form by the Office of the County Counsel.

2. Delegate authority to and authorize the Director of DCBA, or his designee, to amend the fiscal intermediary agreement as needed within the budgetary allocation approved by the Board and approved as to form by the Office of the County Counsel.

3. Delegate authority to the Director of DCBA, or his designee, to execute the option for a one-year extension if needed within the budgetary allocation approved by the Board and with approval as to form by the Office of the County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On December 20, 2016, the Board directed the Chief Executive Officer, in consultation with County Counsel, to launch a coordinated initiative to provide legal representation to County residents currently at risk of removal and who cannot afford an attorney.

Beginning on January 25, 2017, President Trump signed three Executive Orders (EO's) impacting immigrant populations: "Enhancing Public Safety in the Interior of the United States", "Border Security and Immigration Enforcement Improvements", and "Protecting the Nation from Foreign Terrorist Entry into the United States". Various legal challenges from across the country have impeded full implementation of the EO's. On March 6, 2017, President Trump signed a revised EO, "Protecting the Nation from Foreign Terrorist Entry into the United States." The new order rescinded a previous EO and implemented additional changes to address the legal challenges faced by the original EO. While the impact of the various provisions within the EO's remain uncertain, many County residents could be impacted by immigration enforcement action, detention, and deportation.

The purpose of the recommended action will implement the LAJF, a partnership between the County, City of Los Angeles, CCF, Weingart Foundation, and The California Endowment that seeks to increase access to legal representation for immigrants in removal proceedings. This action will provide DCBA with delegated authority to enter into a two-year agreement with a fiscal intermediary to administer the LAJF program to fund legal services to County residents currently at risk of removal, and who cannot afford an attorney, consistent with the December 20, 2016, Board motion. This action also adopts a framework for the LAJF program that will be specified in DCBA's agreement with the fiscal intermediary.

Current State law is continuing to develop in this area, with pending legislation and budget proposals that would fund legal defense for certain residents facing immigration proceedings. However, in the meantime, the County may establish and fund a program through the LAJF and procure the services of a third-party fiscal intermediary, such as CCF, to administer the LAJF program grants.

### **Implementation of Strategic Plan Goals**

The recommended action supports Countywide Strategic Plan Goal I, Make Investments that Transform Lives; and Goal II, Foster Vibrant and Resilient Communities.

### **FISCAL IMPACT/FINANCING**

The December 20, 2016, Board Motion directed the Chief Executive Office (CEO) to identify and set

aside a total of \$3 million for the LAJF. Upon approval of these recommendations, the CEO will transfer \$3 million allocated in the Fiscal Year (FY) 2017-18 Recommended Budget to DCBA, as part of the FY 2017-18 Final Changes budget process.

DCBA will disburse the funds to CCF over a two-year period as follows, \$1 million for FY 2017-18 and \$2 million for FY 2018-19.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 20, 2016, the Board directed the CEO, in consultation with County Counsel, to launch a coordinated initiative to provide legal representation to County residents currently at risk of removal and who cannot afford an attorney.

The Motion also directed the CEO to do the following:

1. Set aside \$1 million in FY 2016-17 and \$2 million in FY 2017-18;
2. Launch an initiative, “whose primary mission is to ensure that the County’s communities and families are not devastated and torn apart by aggressive immigration enforcement without access to due process through legal representation”;
3. Operate the initiative via contracts with one or more nonprofit legal services providers or with a nonprofit agency to administer funding to nonprofit legal services organization subcontractors or other classes of providers that might be authorized by the State through enactment of the Expanding Due Process Act; and in determining providers, either through a competitive solicitation or, if necessary due to urgency, a sole source process, priority should be given to providers that have been established for at least five-years or that have been or are currently Federal or State contractors or subcontractors for immigration representation; and
4. Ensure that the initiative includes an independent evaluation of the program’s effectiveness and fiscal and economic impacts, and report back to the Board within two-years of the program launch date.

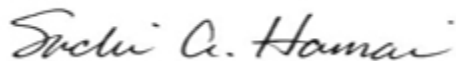
On January 10, 2017, the Board established the Office of Immigrant Affairs (OIA) within the DCBA, responsible for advancing the well-being of immigrants in the County and connecting them with supportive services. On March 14, 2017, the CEO issued a report in response to the December 20, 2016, Board Motion and a request to identify the most vulnerable populations for the LAJF. Based on discussions and feedback from the Board offices and stakeholders, and the limited availability of financial resources, the CEO recommended options for a program framework for the LAJF program.

California Government Code Section 26227 authorizes the Board to establish County programs to meet the social needs of the population of the County, including the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services. Section 26227 further authorizes the County to contract with private agencies or individuals to operate these programs that serve public purposes. California Welfare and Institutions Code Section 17851 authorizes counties to provide aid for persons otherwise not eligible under federal law (i.e., undocumented immigrants).

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

By approving the recommended actions, CEO, County Counsel, and DCBA will work with CCF to develop and finalize a contractual agreement designed to operationalize the County's share of the LAJF. DCBA will monitor the County-CCF agreement and CCF will administer the County's share of the LAJF. CCF will provide grants to qualified legal services providers to provide specified legal services to those County immigrant residents at risk of removal who meet all eligibility requirements outlined in the County-CCF agreement.

Respectfully submitted,



SACHI A. HAMAI  
Chief Executive Officer

SAH:JJ:FD  
AU:pa

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Consumer and Business Affairs

**DRAFT**

**AGREEMENT  
WITH \_\_\_\_\_  
FOR THE ADMINISTRATION AND PROVISION OF IMMIGRATION LEGAL  
SERVICES FOR LOS ANGELES COUNTY RESIDENTS AT RISK OF REMOVAL**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017.

BY COUNTY OF LOS ANGELES, a body corporate and politic, and a subdivision of the State of California ("State"), hereinafter referred to as (the "County")

AND \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as (the "Fiscal Intermediary").

**WITNESSETH:**

**WHEREAS**, on December 20, 2016, the Los Angeles County Board of Supervisors (the "Board") directed the County's Chief Executive Officer to collaborate with state and local governments, as well as private stakeholders, to prepare to launch a coordinated initiative (Program) to provide representation to Los Angeles County residents who are currently at risk of removal and cannot afford an attorney;

**WHEREAS**, beginning on January 25, 2017, President Trump signed three Executive Orders impacting immigrant populations: *"Enhancing Public Safety in the Interior of the United States"*, *"Border Security and Immigration Enforcement Improvements"*, and *"Protecting the Nation from Foreign Terrorist Entry into the United States"* and various legal challenges from across the country have impeded full implementation of the Executive Orders;

**WHEREAS**, on March 6, 2017, President Trump signed a revised Executive Order, *"Protecting the Nation from Foreign Terrorist Entry into the United States"* which rescinded a previous Executive Order and attempted to address the legal challenges faced by the original, similarly named Executive Order;

**WHEREAS**, the impact of the various provisions within the Executive Orders remain uncertain, many Los Angeles County residents could be impacted by immigration enforcement action, detention and deportation.

**WHEREAS**, the U.S. Supreme Court has acknowledged, the consequences of removal may be as or more severe than the consequences of a criminal conviction-loss of home, loss of livelihood, permanent separation from family and community, and, for those who have fled persecution or torture, potentially life-or-death consequences;

**WHEREAS**, Los Angeles County employers also bear a significant burden, since businesses bear the cost of losing their workers including the cost of hiring and training replacements;

**WHEREAS**, noncitizens comprise a full 43 percent of greater Los Angeles' workforce, where turnover costs are regularly 20 percent of annual wages for workers earning less than \$50,000 and 16 percent of annual wages for workers earning less than \$30,000;

**WHEREAS**, despite such grave potential impacts on County individuals, families, businesses, and the public treasury, most immigrants in the Los Angeles area face removal proceedings without legal representation – 68 percent of detained immigrants appear without representation;

**WHEREAS**, a June 2016 study focused on the State of California showed that unrepresented detained immigrants succeed only 6% of the time, whereas those who have lawyers succeed more than five times as often;

**WHEREAS**, the Board further authorized the Chief Executive Officer to implement the Program through contracts with a nonprofit agency to administer funding to nonprofit legal services organization subcontractors or other classes of providers that might be authorized by the State through enactment of the Expanding Due Process Act;

**WHEREAS**, the Board of Supervisors of the County of Los Angeles has directed the Chief Executive Office to set aside \$1 million for Fiscal Year (FY) 2016-17 and \$2 million for FY 2017-18 ("County Funds"), to help defray costs for legal representation in deportation proceedings;

**WHEREAS**, the County, City of Los Angeles, and private philanthropic organizations have committed to funding the Los Angeles Justice Fund.

**WHEREAS**, it is appropriate for a third-party, non-profit entity to administer the Program and coordinate funding for the Program;

**WHEREAS**, the California Community Foundation is a third-party, non-profit entity capable of and amenable to administering the Program in conformance with the requirements set forth in this Agreement; and

**WHEREAS**, pursuant to Government Code section 26227 and Welfare and Institutions Code Section 17851, the County intends to contribute funds to the Program through a grant to California Community Foundation in an amount not to exceed \$1 million in FY 2017-18 and \$2 million in FY 2018-19, for a total maximum grant of \$3 million;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

**A. Agreement Term**

This Agreement will be effective on the date specified in Paragraph J of this Agreement and shall expire on June 30, 2019, with the option for a one-year extension. Said term is subject to the termination provisions contained in this Agreement.

**B. Program Terms and Services**

1. The Fiscal Intermediary shall accept and deposit the County Funds into a separate interest bearing account ("Program Fund"), with any interest earned credited to the Program Fund. County Funds shall be kept separate from other funds contributed by other state, local, or private sources. The Fiscal Intermediary is solely responsible for all administrative or service charges or fees, including but not limited to overdraft charges, check printing charges or other fees or charges, imposed by the financial institution hosting the account.
2. The Fiscal Intermediary shall use funds from the Program Fund to make grants to qualified nonprofit legal services organizations ("Legal Services Providers") providing legal services under the Program. Funds from the Program Fund may only be used by legal service providers on Allowable Activities for eligible individuals as defined in Exhibit A, Statement of Work ("Exhibit A"), incorporated by this reference.
3. The Fiscal Intermediary shall conduct a competitive solicitation to select and award grants to Legal Services Providers for the Program, as specified in Exhibit A. The Fiscal Intermediary shall be responsible for the performance of the aforementioned grantees/Legal Services Providers.
4. The Fiscal Intermediary shall be entitled to a reasonable and mutually agreed upon, service fee for the services rendered under this Agreement, as specified in Exhibit A.
5. The Fiscal Intermediary shall not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County, or obligate the County to make payments for any costs or expenses, unless expressly authorized in advance in writing by the County Program Manager, who for purposes of this Agreement shall be Brian Stiger, Director of the Department of Consumer and Business Affairs, or his designee.
6. The Fiscal Intermediary and the County agree that the liability of the County hereunder shall be limited to the payment of the County Funds pursuant to the terms of this Agreement. Any contracts

entered into or other obligations or liabilities incurred by the Fiscal Intermediary in connection with the activities provided for hereunder or otherwise relating to this Agreement shall be the sole responsibility of the Fiscal Intermediary, and the County shall have no obligation or liability whatsoever thereunder.

7. Any change to the Program design or use of the Program Funds, specified in this agreement, shall require approval by the County before the changes are implemented and, if approved, may require a written amendment to this Agreement as specified in Appendix I.
8. The Fiscal Intermediary shall provide the County with periodic reports and a final report as specified in Exhibit A, which shall include an accounting of Program Fund receipts and Program Fund expenditures to grantees. The Fiscal Intermediary shall retain a copy of payment records, invoices, receipts, and any other documentation requested by the County for all Program Fund disbursements and expenditures.
9. The Fiscal Intermediary agrees that the County, or its authorized representative(s), shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material shall be kept and maintained by the Fiscal Intermediary and shall be made available to the County during the term of this Agreement and for a period of five years thereafter unless the County's advance written permission is given to dispose of any such material.

**C. Disbursement Schedule**

1. The County shall disburse \$1 million to the Fiscal Intermediary in FY 2017-18 (Year 1) and up to \$2 million in FY 2018-19 (Year 2) as provided in Exhibit B – Payment Schedule.
2. The County reserves the right, in its sole discretion, to alter the above Payment Schedule at any time with 90 days written notice and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.
3. The County reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Appendix I if: (1) the County is not satisfied with the performance or progress of the Program, (2) the County determines that the Fiscal Intermediary is incapable of satisfactorily administering the Program, or (3) the County is not satisfied with the content of any required written reports. In the event of discontinuation of funding



by the County, any unexpended Program Funds shall immediately be returned to the County. Any decision to discontinue funding rests solely with the County Board of Supervisors.

**D. The County's Right to Return of Funds or Property**

1. Any Program Funds not used by the Fiscal Intermediary for the purposes of the Program as set forth in Exhibit A, shall remain the property of the County, and the Fiscal Intermediary shall, upon request by the County, promptly repay any such County Funds to the County.
2. If there are any unused Program Funds at the expiration or termination of the Agreement, the Fiscal Intermediary shall promptly return any such Program Funds to the County.
3. The County reserves the right to take possession of any property purchased with misused County Funds as determined by the County if the Fiscal Intermediary fails to make timely repayment of the County Funds.
4. Nothing contained in this Section D shall limit or prevent the County from taking any and all action to seek repayment of unused Program Funds or Program Funds that were not used in accordance with the terms of this Agreement.

**E. Indemnification and Insurance**

1. Indemnification

The Fiscal Intermediary agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Fiscal Intermediary activities, operations or services relating to the Program, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the Fiscal Intermediary by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

2. Insurance

a. Crime Insurance:

The Fiscal Intermediary shall provide proof of a comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

- (1) Dishonesty or fraudulent acts of officers, directors, or employees of Fiscal Intermediary, or
- (2) Disappearance, destruction or wrongful abstraction inside or outside the premises of Fiscal Intermediary, while in the care, custody or control of the Fiscal Intermediary, or
- (3) Forgery or from a directive to pay a certain sum in money.

**F. Conflict of Interest**

The Fiscal Intermediary covenants that neither the Fiscal Intermediary nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connection with the Program has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The Fiscal Intermediary, its agents, officers, employees, and sub-contractors shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest.

**G. Authority**

The Fiscal Intermediary warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Program, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Fiscal Intermediary's governing body, authorizing receipt of the County Funds, and directing and designating the authorized representative(s) of the Fiscal Intermediary to act in connection with the Program specified and to provide such additional information as may be required by the County.

**H. Notices and Approvals**

1. All notices and approvals shall be directed to and made by the following representatives of the parties:
  - a. To the County:

Department of Consumer and Business Affairs  
County of Los Angeles  
Attention: Brian Stiger  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room B-96  
Los Angeles, CA 90012
  - b. To the Fiscal Intermediary:

California Community Foundation  
Attention:  
221 South Figueroa Street, Suite 400  
Los Angeles, California 90012
2. The Fiscal Intermediary agrees to notify the County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

**I. Severability**

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

**J. Effective Date**

After the Agreement has been signed by the Fiscal Intermediary's authorized representative, the effective date of the Agreement shall be the date that the Agreement is fully executed by the Director of the County Department of Consumer and Business Affairs.

**K. Compliance with Law**

The Fiscal Intermediary shall comply with all applicable Federal, State, and County laws, regulations and policies in connection with its activities pursuant to this Agreement.

**L. Governing Laws, Jurisdiction and Venue**

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the Fiscal Intermediary and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

**M. Rights and Remedies not Exclusive**

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

**N. Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the County and the Fiscal Intermediary. This Agreement shall not restrict the County from acquiring similar, equal or like services from other entities or sources.

**O. Entire Agreement**

1. This Agreement contains the full and complete Agreement between the County and the Fiscal Intermediary. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. The Fiscal Intermediary agrees to comply with the County's Standard Terms and Conditions attached hereto as Appendix I, and incorporated by reference in this Agreement. Provisions in the body of this Agreement shall prevail and take precedent over any conflicting provisions of the County's Standard Terms and Conditions.

**IN WITNESS WHEREOF**, the Fiscal Intermediary has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Director of the County Department of Consumer and Business Affairs the authority to execute this Agreement on its behalf on the date and year written below.

**(ORGANIZATION)**

By \_\_\_\_\_  
(Name and Title)

(TITLE) \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
BRIAN A. STIGER Date \_\_\_\_\_  
Director, Consumer and Business Affairs

**APPROVED AS TO FORM FOR THE COUNTY:**

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

**Exhibit A**  
**Statement of Work**

**DRAFT**

**Purpose of Agreement**

The FISCAL INTERMEDIARY shall serve as the County of Los Angeles' fiscal intermediary, for purposes of distributing funding through the Los Angeles Justice Fund (LAJF) and program monitor for purposes of ensuring that expenditures under the County's share of the LAJF are made to qualified legal services providers for Allowable Activities to eligible individuals as specified in this agreement.

**Administering the County's Share of the Los Angeles Justice Fund**

The FISCAL INTERMEDIARY shall accept and administer funding from the County of Los Angeles for the purpose of securing legal representation for County immigrant residents at risk of removal from the United States and who are unable to afford the cost of legal representation.

Payments shall be made by the County to the FISCAL INTERMEDIARY as provided in Exhibit B.

The FISCAL INTERMEDIARY shall disperse funds under this Agreement only after receiving acknowledgment from the County's contract manager upon written confirmation from the FISCAL INTERMEDIARY that both the City of Los Angeles and the philanthropic partners have deposited funds with the FISCAL INTERMEDIARY in an equal percentage based on each contribution to the fund or has indicated its readiness to deposit funds to the LAJF.

**Solicitation to Procure Legal Representation Services From Nonprofit Providers**

The FISCAL INTERMEDIARY shall conduct a solicitation to identify and contract with the most qualified nonprofit agencies and legal entities to procure legal representation services for County immigrant residents at risk of removal and unable to afford legal representation. The solicitation process must provide reasonable notice to the legal community to solicit a representative sample of qualified applicants.

The most qualified legal service providers should at minimum:

- Have at least five years of demonstrated experience of providing legal representation to the immigrant population in immigration proceedings; *OR*
- Be a current Federal or State contractor or subcontractor representing immigrants in immigration proceedings; *OR*
- Previously have been a Federal or State contractor or subcontractor representing immigrants in immigration proceedings.

## **Grant Monitoring and Oversight**

The FISCAL INTERMEDIARY shall ensure that legal services described in this Statement of Work shall be provided in accordance with the terms of this Agreement.

## **Quality Control**

At least once per year, the FISCAL INTERMEDIARY shall implement a quality control survey to secure feedback from both the Legal Services Providers and a representative sample of their clients on how the LAJF program is working.

During the first six months of the program, FISCAL INTERMEDIARY shall convene a meeting of the Legal Service Providers at least every other month to identify best practices, systemic barriers to effectiveness, and identify methods for improving quality and efficiency. After the first six months of program operation, FISCAL INTERMEDIARY shall meet at least quarterly for the same purpose with the Legal Services Providers.

## **Population Served By County Funds**

### ***Minimum Eligibility Criteria***

- Residents of Los Angeles County;
- At risk of removal; and
- Income not exceeding 200% of the Federal Poverty Level

### ***Prioritization Criteria***

- Individuals with community ties to Los Angeles County (e.g., family members who are U.S. citizens, lawful permanent residents and deferred action for childhood arrivals recipients);
- Heads of households with one or more dependent family members;
- Unaccompanied children and young adults who arrived as children;
- Veterans;
- Individuals with protection-based claims; and/or
- Victims of crime, domestic violence, and human trafficking.

### ***Criminal History Exclusion***

- LAJF services shall not be provided to individuals who have been convicted of, or who are currently appealing a conviction for a violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code.

## **Legal Representation Scope of Services**

For the purposes of this Agreement, the FISCAL INTERMEDIARY shall use the County's share of the LAJF to fund Legal Services Providers to engage in the following Allowable Activities:

- Initial interview/screening, case assessment, case development, and fact gathering;
- Court preparation, including conducting legal research, drafting pleadings, preparing witnesses, etc.;
- Representation in the full spectrum of immigration court proceedings, including bond hearings, master calendar hearings, and merits hearings;
- Assistance filing applications for immigration relief; and
- Post-release legal services.

Travelling (e.g. driving) is not an Allowable Activity for which Program Funds may be used.

## **Services Outside the Scope**

Any grant agreement between the FISCAL INTERMEDIARY and a Legal Services Provider selected to provide services under the Program, shall clearly state that the County's share of the LAJF can be used for only those Allowable Activities specified in this Statement of Work; and that any claim for funding for services falling outside of these Allowable Activities will be disallowed.

Legal services outside the scope may be requested by the FISCAL INTERMEDIARY. For these services, a Change Notice must be provided to the County Program Manager at least 30 days before any change in the scope of services provided. The Change Notice shall be considered a request to modify the scope of work under this Agreement. No activities funded from the County's share of the LAJF may occur outside the scope of this Agreement until a Change Notice fully executed by the County has been delivered to the FISCAL INTERMEDIARY.

The FISCAL INTERMEDIARY shall not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County, or obligate the County to make payments for any costs or expenses, not otherwise authorized herein, unless expressly authorized in advance in writing by the County.



### **Service and Expenditure Reconciliation**

The FISCAL INTERMEDIARY shall receive, review and reconcile expenditure reports provided by Legal Services Providers. The FISCAL INTERMEDIARY shall ensure that all services provided by the Legal Services Providers and all expenditures from the Program Fund shall comply with the terms and conditions of this Agreement.

Reports from the Legal Services Providers must include a clear method (e.g. service billing codes) that records the type of service provided and the amount of time it took to provide the service. Service billing codes should be recorded by Legal Service Providers in **xx** minute increments.

### **Data Collection and Reporting**

No later than 3 months after the FISCAL INTERMEDIARY has executed the first Agreement with Legal Service Providers using County funds, the FISCAL INTERMEDIARY shall provide the County with quarterly reports detailing how the funds are being expended based on monthly reports submitted by Legal Service Providers. Such reports shall include but not be limited to:

- Name of the Legal Service Provider entity,
- Physical location(s) of where legal services were provided,
- Number of immigrant residents seeking legal services from the Legal Service Provider, at risk of removal,
- Number of individuals identified above unable to afford legal services,
- Number of individuals for whom agency agreed to provide legal services,
- Number of individuals for whom the agency was unable to provide services and an explanation of the reason why service could not be provided,
- Number of individuals for whom services were provided; type of service provided; amount of time expended in providing the service; the cost rate for providing each service;
- Number of claims received during the month and the time period (i.e. the calendar month) each claim covers, and
- Identification of which claims were paid, the amount of each claim, and an explanation of any discrepancy or unusual claim or payment amount.

### **Independent Program Evaluation**

The FISCAL INTERMEDIARY shall procure an independent evaluation of the Program's efficacy and fiscal and economic impacts, within one year of its launch date of the

Program. The FISCAL INTERMEDIARY will coordinate and solicit feedback from LAJF partners on the selection of the evaluating entity, and the evaluation's design and development.

### **Administrative, Indirect, and Evaluation Costs**

The FISCAL INTERMEDIARY may use no more than \$XXX,XXX or XX% of County LAJF funding to pay for FISCAL INTERMEDIARY administrative costs, indirect costs, or the costs of conducting the independent program evaluation. The FISCAL INTERMEDIARY must notify the County if LAJF partners do not contribute a proportional share of funding to cover the costs of the independent program evaluation and, therefore, must limit the evaluation to the County's portion of the LAJF.

### **Accounting, Financial Records, Audit**

The FISCAL INTERMEDIARY agrees to maintain satisfactory financial accounts, documents and records of the expenditure of County funds and to make them available to the County for auditing at reasonable times. The FISCAL INTERMEDIARY also agrees to retain such financial accounts, documents and records for five (5) years following the expiration or prior termination of this Agreement.

The FISCAL INTERMEDIARY agrees to use a generally accepted accounting system. The FISCAL INTERMEDIARY further agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

At any time during this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of the FISCAL INTERMEDIARY's records for the purpose of verifying appropriateness and validity of expenditures of County Funds under the terms of this Agreement.

In the event of an audit of the FISCAL INTERMEDIARY by the County, the FISCAL INTERMEDIARY, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings by writing to the County's Program Manager and providing records and/or documentation to support expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

Should the County, determine that expenditures were made in a manner inconsistent with the terms of this Agreement, the County reserves the right to demand, and the FISCAL

## ATTACHMENT I

INTERMEDIARY agrees to repay (within 30 days of the County's written demand) the amount of funds expended in a manner inconsistent with this Agreement.

The FISCAL INTERMEDIARY will provide DCBA within one hundred twenty (120) days after the end of its fiscal year, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

The FISCAL INTERMEDIARY shall provide the County a quarterly report (for the prior quarter), which shall include an accounting of all funds, including LAJF receipts and expenditures, and identify the parties to each transaction during the reporting period.

The FISCAL INTERMEDIARY shall be solely responsible for any administrative or service charges or fees imposed by the financial institution hosting the account, including but not limited to any overdrafts charges, check printing charges, or other fees.

Exhibit B  
**Payment Schedule**

DRAFT

Payments to the Fiscal Intermediary for the LAJF shall be provided in accordance with the following schedule

Following execution of the Agreement	\$1,000,000	
<b>FISCAL YEAR 2017-18</b>		<b>\$1,000,000</b>
July 15, 2018	\$1,000,000	
January 15, 2019	\$1,000,000	
<b>FISCAL YEAR 2018-19</b>		<b>\$2,000,000</b>
<b>TOTAL AGREEMENT</b>		<b>\$3,000,000</b>

**DRAFT****Appendix I – County's Standard Terms and Conditions****1. Amendments**

Except as otherwise provided herein, any amendment(s) to this Agreement shall be at the mutual consent of the County and the Fiscal Intermediary, and shall be executed by an authorized designee of the County, and approved as to form for the County by County Counsel.

**2. Independent Contractor**

This Agreement is by and between the County and the Fiscal Intermediary and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Fiscal Intermediary. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Fiscal Intermediary shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Fiscal Intermediary.

**3. Assignments and Subcontracts**

The Fiscal Intermediary shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written amendment to this Agreement, which is formally approved and executed by the Fiscal Intermediary and County's Chief Executive Officer. In the event a transfer, exchange, assignment, or divestment results in a change in the person or entity with majority control of Fiscal Intermediary at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the Fiscal Intermediary's duties, responsibilities, obligations, or performance of same by any entity other than the Fiscal Intermediary, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason requires the County's prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

**4. Fiscal Intermediary's Compliance with County's Defaulted Property Tax Reduction Program**

The Fiscal Intermediary acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Fiscal Intermediary qualifies for an exemption or exclusion, the Fiscal Intermediary warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

5. OSHA/CAL-OSHA Compliance

The Fiscal Intermediary shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 661, et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

6. Fair Labor

The Fiscal Intermediary agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the Fiscal Intermediary's employees for which the County may be found jointly or solely liable.

7. Citizenship

The Fiscal Intermediary warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. The Fiscal Intermediary shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability that may be assessed against the Fiscal Intermediary or the County, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

8. Nondiscrimination

The Fiscal Intermediary shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the County Funds paid to the Fiscal Intermediary pursuant to this Agreement.

9. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Fiscal Intermediary agrees to use recycled-content paper to the maximum extent possible on the Program.

10. Notice to Employees Regarding the Federal Earned

Income Credit

The Fiscal Intermediary shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

11. Consideration of GAIN/GROW Program Participants for Employment

Should the Fiscal Intermediary require additional or replacement personnel after the effective date of this Agreement, the Fiscal Intermediary shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Fiscal Intermediary's minimum qualifications for the open position. For this purpose, consideration shall mean that the Fiscal Intermediary will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Fiscal Intermediary. The Fiscal Intermediary shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) to obtain a list of qualified GAIN/GROW job candidates.

12. The Fiscal Intermediary's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased the Charitable Purposes Act requirements. By requiring contractors to complete Exhibit D, the County seeks to ensure that all County contractors that receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach, subjecting it to either termination of this Agreement or debarment proceedings or both.

13. Suspension and Terminations

The Fiscal Intermediary agrees to suspend using County Funds on Program operations or otherwise for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County's Program Manager. This provision may be applied if, in the judgment of the County's Program Manager, circumstances exist which could result in illegal or inappropriate expenditures of County Funds. The County's Chief Executive Officer or his/her designee may terminate this Agreement immediately by written notice to the Fiscal Intermediary upon Fiscal Intermediary's failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the County determine that Fiscal Intermediary's failure to perform relates to only part of the Program, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, the County shall be entitled to reimbursement of the portion of the County Funds not yet used by the Fiscal Intermediary.

If this Agreement is terminated, the Fiscal Intermediary shall within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of the Fiscal Intermediary of such termination.

Nothing contained herein shall limit or prevent the County from seeking repayment of County Funds already used by the Fiscal Intermediary which were not used in accordance with the conditions of this Agreement.

14. Termination for Default

This Agreement may be terminated immediately in whole or in part by the County by providing to the Fiscal Intermediary a written Notice of Default if 1) the Fiscal Intermediary fails to perform the work or progress toward achieving the objectives of the Program within the time specified in this Agreement or any extensions approved by the County, 2) the Fiscal Intermediary fails to perform any other covenant or conditions of this Agreement, or 3) the Fiscal Intermediary misuses the County Funds.

In its sole discretion, the County may include in the Notice of Default a period of time for the Fiscal Intermediary to cure the Default(s).

15. Termination for Convenience

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of use of County Funds for the Program or otherwise shall be effected by notice of termination to the Fiscal Intermediary specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be specified in the termination notice.

After receipt of a notice of termination and except as otherwise directed by the County, the Fiscal Intermediary shall stop using County Funds under this Agreement on the date and to the extent specified in such notice.

16. Termination for Improper Consideration

The County may, by written notice to the Fiscal Intermediary, immediately suspend or terminate the right of the Fiscal Intermediary to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Fiscal Intermediary, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to the Fiscal Intermediary's performance pursuant to this Agreement. In the event of such termination or suspension, the County shall be entitled to pursue those same remedies against the Fiscal Intermediary as it could pursue in the event of default by the Fiscal Intermediary.

The Fiscal Intermediary shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a



County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

17. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

The Fiscal Intermediary, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Fiscal Intermediary, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Fiscal Intermediary or any County Lobbyists or County Lobbying firm retained by the Fiscal Intermediary to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately suspend or terminate for default this Agreement.

18. Termination for Breach of Warranty of Compliance with the County's Defaulted Property Tax Reduction Program

The Fiscal Intermediary acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County taxpayers. Unless the Fiscal Intermediary qualifies for an exemption or exclusion, the Fiscal Intermediary warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

Failure of the Fiscal Intermediary to maintain compliance with these requirements shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the Fiscal Intermediary to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of the Fiscal Intermediary, pursuant to County Code Chapter 2.206.

19. Fiscal Intermediary's Acknowledgment of County's Commitment to Child Support Enforcement/Termination for Failure to Comply

The Fiscal Intermediary acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The County understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Fiscal Intermediary's place of business. The County will supply the Fiscal Intermediary with the poster to be used.

As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Fiscal Intermediary's duty under this Agreement to comply with all applicable provisions of law, the Fiscal Intermediary warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with

the employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of the Fiscal Intermediary to maintain compliance with the County's Child Support Compliance Program shall constitute a default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Fiscal Intermediary to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Agreement.

20. Compliance with County's Zero Tolerance Human Trafficking

The Fiscal Intermediary acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Fiscal Intermediary or member of Fiscal Intermediary's staff is convicted of a human trafficking offense, the County shall require that the Fiscal Intermediary or member of Fiscal Intermediary's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Fiscal Intermediary's staff pursuant to this paragraph shall not relieve Fiscal Intermediary of its obligation to complete all work in accordance with the terms and conditions of this Agreement.