



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

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January 08, 2013

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 January 8, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE THE ACCEPTANCE OF A DONATION FROM
JOHN PAUL DEJORIA TO SUPPORT
THE INTERNAL SERVICES DEPARTMENT'S
YOUTH CAREER DEVELOPMENT PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Internal Services Department (ISD) requests approval to accept a donation in the amount of \$20,000 from John Paul and Eloise DeJoria's family foundation, JP's Peace, Love and Happiness Foundation, for the ISD Youth Career Development Program (YCDP).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of ISD to accept a donation of \$20,000 from John Paul and Eloise DeJoria's family foundation, JP's Peace, Love and Happiness Foundation, for the benefit of the ISD Youth Career Development Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD's YCDP is a 12- to 24-month paid internship program for emancipated foster youth. The interns are assigned to an on-the-job training position at ISD that provides work experience and life-skills

training. The goal of the program is to prepare participants for potential full-time County employment.

John Paul DeJoria is a successful entrepreneur who, along with his wife, Eloise DeJoria founded "JP's Peace, Love and Happiness Foundation" to promote social responsibility, one of his core values. Mr. DeJoria wishes to have the donated funds used to assist interns in ISD's YCDP by providing funding for necessities such as meals, clothing, bus fare, etc., that the interns are not able to buy themselves.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal No. 3 (Integrated Services Delivery) by promoting improved outcomes for emancipated foster youth.

FISCAL IMPACT/FINANCING

The donated funds will assist ISD in providing necessary support to the YCDP Interns. The use of the funds will be restricted to the types of assistance that the donor has identified, such as meals, clothing, transportation, and supplemental training. Over the past five years, ISD has spent an average of \$1,600 per year to assist the YCDP interns. The direct costs are capped at a maximum of \$650 per participant per fiscal year.

Adequate appropriation is available in the current fiscal year for anticipated purchases and appropriation will be requested in future fiscal year budget requests for these purchases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 25355 of the Government Code allows County Boards of Supervisors the option of delegating to any County officer or employee the authority to accept or reject any gift, bequest or devise made to or in favor of the County, provided that such person files with the Board each quarter a report that describes the source and value of each gift. The Los Angeles County Board of Supervisors delegated to County department heads the authority to accept or reject any gift, bequest or devise made to, or in favor of the County, the value of which does not exceed \$10,000, and instructed department heads to acknowledge such gifts. Any donation that exceeds \$10,000 must be placed on the Board agenda for the Board's consideration and acceptance.

The donated funds will be deposited in ISD's departmental trust account in the County departmental trust fund. Expenditures to be funded by the donation will be processed through, and recorded in, ISD's operating budget. Accordingly, transfers of the donated funds to ISD's operating budget will be recorded as revenue to offset the expenditure. Under no circumstances will purchases be made directly from the departmental trust account as prescribed by Section 2.4.0 of the County Fiscal Manual.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The donation will have a positive impact on ISD's Youth Career Development Program by providing direct support for the essential needs of the interns.

CONCLUSION

Upon Board approval, please instruct the Executive Office to return two copies of the adopted Board letter to ISD.

Respectfully submitted,

A handwritten signature in cursive script that reads "Tom Tindall".

TOM TINDALL
Director

TT:mm
Attachment (1)

Enclosures

c: Chief Executive Officer
Auditor-Controller
County Counsel
Executive Officer, Board of Supervisor

November 27, 2012

Tom Tindall
County of Los Angeles
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

Dear Tom:



John Paul & Eloise DeJoria's family foundation, JP's Peace, Love, & Happiness Foundation, is pleased to enclose a check in the amount of \$20,000.00 for the Youth Career Development Program administered by the County of Los Angeles. This grant is subject to the terms set forth in the attached Grant Terms and Conditions, and by cashing the grant check you are indicating that you agree to its terms.

The funds are to be used to support the emancipated foster youth Interns while they are participating in LA County's Internal Services Department's YCDP. It is my understanding that many of the Interns are economically disadvantaged at the time they enter the program and need financial assistance from time to time to address such needs as: meal stipends, clothing and shoe allowance, transportation, medical costs, childcare, housing, and supplemental training. It is the Foundation's desire to have the donated funds used for such purposes as described above to assist Interns in successfully participating in ISD's YCDP. Please continue with the good work in providing emancipated foster youth with on-the-job, academic, business and life skills training.

Please send any receipts, grant confirmations or program updates regarding this contribution to the mailing address specified below. JP's Peace, Love, & Happiness Foundation wishes you and your organization every success in your important work.

Sincerely,

Constance Dykhuizen
Director of JP's Peace, Love & Happiness Foundation
jpplhf@gmail.com

**Address for expressions of your
organization's appreciation of this grant**

Constance Dykhuizen
c/o JP's Peace, Love, & Happiness Foundation
P.O. Box 160787
Austin, TX 78716-0787

**JP'S PEACE, LOVE, & HAPPINESS FOUNDATION
GRANT TERMS AND CONDITIONS**

Grant Amount: \$20,000.00

Grant Recipient: County of Los Angeles

- a. **Your Tax-Exempt Status:** Our research informs us that you are a governmental unit treated as a public organization under Internal Revenue Code Section 509(a)(1) (an "Exempt Public Charity").
- b. **Grant Purpose and Expenditure of Funds:** You agree to apply the grant funds exclusively toward the Youth Career Development Program administered by your organization. The grant funds are not to be used for any other purpose without the Foundation's prior approval in writing. The rules governing private foundations require that you not use any of the grant funds to conduct a voter registration drive, to influence any legislation, to satisfy a charitable pledge or obligation of any person or organization other than the Foundation or to provide any tangible economic benefit to any Foundation manager or substantial contributor, or their respective family members.
- c. **Return of Grant Funds:** You agree to return any funds not expended for the purposes described above to the Foundation c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824. The rules governing private foundations also require you to return the enclosed grant if your organization is no longer recognized by the Internal Revenue Service as an Exempt Public Charity.
- d. **Foundation Connection:** If a Foundation member, acting alone or with others, may require you to make or refrain from making an expenditure, you agree: (i) to notify the Foundation's administrator immediately; and (ii) to distribute an amount equal in value to the full amount of the enclosed funds by the end of your taxable year following the taxable year of this grant and to provide evidence of such distribution to the Foundation's administrator at the address specified in Paragraph (c).
- e. **Other Terms:** If any document relating to this particular grant contains conflicting terms, these Grant Terms and Conditions govern. This grant is subject to these Terms and Conditions and by cashing the grant check, you are indicating that you agree to its terms.

The term "you" and the like means the recipient of the Grant. The term "Foundation" means the foundation making the Grant.