DATE: May 21, 2014

TO: LA’s Workforce Development System

FROM: Catherine Bondoc, Director
Financial Management Division

SUBJECT: FMD INFORMATION BULLETIN NO. 14-002
CLOSEOUT PROCEDURES – CONTRACTS ENDING JUNE 30, 2014

EFFECTIVE DATE
This bulletin is effective upon date of issue.

PURPOSE
Section 601B of your contract with the City of Los Angeles provides that the final closeout reports must be submitted to the City within fifteen (15) calendar days following the termination of the contract. Your final and complete closeout Cash Request and the Expenditure Report for contract(s) ending June 30, 2014, must be submitted to the Financial Management Division (FMD) on or before July 15, 2014. Since the City’s deadline to submit the June 2014 financial reports to the State (EDD) is on July 18, 2014, it is imperative that all closeout reports must be submitted on or before July 15, 2014. All expenditures reported must be allowable and must include both cash and accrued expenditures. Revisions will not be allowed after the July 15th deadline.

The closeout package must also include the following:

- Subrecipient Release;
- Subrecipient’s Assignment of Refunds, Rebates and Credits;
- Contract Closeout Tax Certification; and
- Refund check for any unearned grant or unexpended program income, if necessary.

Please be reminded that as also specified in Section 601B of your contract, in the event that a final closeout package is not submitted within the prescribed time frame, the City reserves the right to unilaterally close the contract based on the last Cash Request and Expenditure report received. Additionally, late submission will be noted as an administrative capability issue during the performance evaluation process for the period ending June 30, 2014.

FMD CONTACT
if you have any questions, please contact your respective FMD monitor or Fred Vocal at (213) 744-7209 or Fred.Vocal@lacity.org

CB:fvor
Attachments

DeptWideCloseoutForms
Economic and Workforce Development Department
City of Los Angeles

SUBRECIPIENT RELEASE

Pursuant to the terms of Contract No. ____________ and in consideration of the sum of ______________________ dollars/cents, $ ____________,
(Total accrued expenditures) (Dollars/Cents)

which has been, or is to be paid under the said Contract to:

____________________________________

____________________________________

____________________________________
(Subrecipient’s Name and Address)

hereafter called the Subrecipient or to its assignees, if any, the Subrecipient upon payment of the said sum by the Economic and Workforce Development Department, City of Los Angeles, hereafter, called the City, does remit, release, and discharge the City, its officers, agents and employees, of and from all liabilities, obligations, claims, and demand whatsoever under or rising from the said Contract.

IN WITNESS WHEREOF, this release has been executed this ____________ day of ________________, 2014__.

____________________________________
Name of Authorized Representative

____________________________________
Signature

____________________________________
Title
Economic and Workforce Development Department
City of Los Angeles

SUBRECIPIENT'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Subrecipient Name: ________________________________

Street Address: ________________________________  Contract No.: __________

City, State & Zip: ________________________________, CA __________

Pursuant to the terms of Contract No. ____________ , and in consideration of the reimbursement of costs and payment of fee, as provided in the said Contract and any assignment thereunder, the

(Subrecipient’s Name)

(hereafter called the Subrecipient), does hereby:

X Assign, transfer, set over and release to the Economic and Workforce Development Department, City of Los Angeles (hereafter called the City), all right, title, and interest thereon, arising out of the performance of said Contract together with all the rights of action accrued or hereafter accrue thereunder.

X Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, or other amounts (including any interest thereon), due or which may become due, and to forward promptly to the City checks (made payable to the City of Los Angeles), for all proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the City, as stated in the said Contract and may be applied to reduce any amounts otherwise payable to the City of Los Angeles under the terms hereof.

X Agree to cooperate fully with the City of Los Angeles as to any claims or suit in connection with such refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the City to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed on this ______ day of

________________________, 2014.

Name of Authorized Representative

________________________

Signature

________________________

Title
Employer ID No. ________________

CONTRACT CLOSEOUT TAX CERTIFICATION

In the performance of Contract No. ________________, I certify that I have complied with the requirements of the law, and the Economic and Workforce Development Department, City of Los Angeles, regarding the obtaining of employer identification/account numbers, collection, payment, deposit, and reporting of Federal, State and local taxes and the provision of W-2 forms to employees/enrollees who are not now my employees. For present employees/enrollees, formerly employed under the award, W-2 forms will be furnished as specified in Circular E of the Employers' Tax Guide.

IN WITNESS WHEREOF, this assignment has been executed this __________ day of ________________, 2014__.

Subrecipient Name

________________________

Subrecipient Address

Name of Authorized Representative

________________________

Signature

Title

DeptWide Closeout Forms