

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

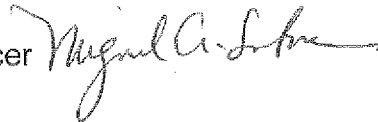
0150-03892-0063

Date: August 15, 2012

To: The Mayor  
The Council

Attn: Pamela Finley, Mayor's Office  
John White, City Clerk's Office

From: Miguel A. Santana, City Administrative Officer



Subject: **GRANTS PILOT PROGRAM – GRANT ACCEPTANCE PACKET FOR CALIFORNIA EMERGENCY MANAGEMENT AGENCY (CAL EMA), 2012-13 VICTIM ASSISTANCE PROGRAM (VAP) SUB-AWARD THROUGH LOS ANGELES COUNTY**

Attached is the Grant Acceptance Packet for the 2012-13 Victim Assistance Program Sub-award in the amount of \$962,338 received by the City Attorney's Office. As a participant in the Grants Pilot Program, this department submitted the packet for review and analysis by the CAO Grants Oversight Unit and the appropriate CAO Analyst.

In accordance with the approved procedures for the Pilot, this Office reviewed the Packet for completeness, conducted a concise analysis and prepared a Fiscal Impact Statement. The Grant Acceptance Packet consists of the following:

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award
- Sub-Award Agreement with the Office of the District Attorney, Los Angeles County

If you have any questions about the Grants Pilot Program or the procedures for the Grant Acceptance Packet, please contact Camilla Fong at 213-978-7681.

Attachments

MAS:ACA:CLF:04130013c

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

<b>Recipient City Department:</b> The Office of the City Attorney		<b>Award Notification Date:</b> June 2012
<b>Grant Award Title:</b> Victim Assistance Program		<b>Grant Amount:</b> \$962,338 <b>Prior Grant Award(s):</b> \$862,338
<b>Awarding Agency:</b> Los Angeles County		
<b>Grant Agreement Number/Reference:</b>	<b>Performance Start Date:</b> 07/01/12	<b>Performance End Date:</b> 06/30/13
<p><b>Purpose:</b> The Office of the City Attorney is requesting authority to accept grant funding from the County of Los Angeles for the Victim Assistance Program (VAP). Funding in the amount of \$962,338 will provide for the continuation of victim services from July 1, 2012 to June 30, 2013.</p>		

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
<b>1. Authority for Grant Acceptance</b>				
<ul style="list-style-type: none"> <li>Department requests acceptance of the Grant</li> </ul>	X			( ) Terms/Conditions outlined in Award Notice/Grantor Agreement
<b>2. Match Requirement Review</b>				
<ul style="list-style-type: none"> <li>Match Sources Identification completed</li> </ul>	X			( ) Obtain match requirements from Award Notice/Grantor Agreement
<ul style="list-style-type: none"> <li>Additional Funds requested</li> </ul>			X	( ) Submit to CAO for review
<b>3. Charter Section 1022 Determination</b>				
<ul style="list-style-type: none"> <li>Charter Section 1022 findings completed</li> </ul>			X	( ) Submit to CAO for review and determination
<b>4. Provisions for Grant-Funded Contracts</b>				
<ul style="list-style-type: none"> <li>Standard and Grantor Provisions or equivalent language is included</li> </ul>			X	( ) Incorporate Provisions or Language into proposed agreement
<ul style="list-style-type: none"> <li>Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/></li> </ul>			X	( ) Submit to City Attorney for review and approval; copy to CAO
<b>5. Personnel Authorities</b>				
<ul style="list-style-type: none"> <li>Department has submitted a request for position(s)</li> </ul>		X		( ) Review documents and make determination
<b>6. Grant Implementation Recommendations</b>				
<ul style="list-style-type: none"> <li>Department has submitted grant implementation instructions</li> </ul>	X			( ) Submit to CAO for review
<b>7. Controller Instructions for Fund/Accounts Set-Up</b>				
<ul style="list-style-type: none"> <li>Department has requested Funds/Accounts Set-up</li> </ul>	X			
<b>8. Governing Body Resolution/Certification</b>				
<ul style="list-style-type: none"> <li>Department has submitted Resolution/Certification</li> </ul>			X	( ) Submit to CAO and City Attorney for review
<b>9. Fiscal Impact Analysis</b>				
<ul style="list-style-type: none"> <li>Department has submitted Fiscal Impact Statement</li> </ul>	X			( ) Submit to CAO for review and determination

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

**10. Grant Award Summary**

The Office of the City Attorney is requesting approval to accept \$962,338 in grant funding for the 33<sup>rd</sup> year of the Victim Assistance Program (VAP). The State of California's Emergency Management Agency (Cal EMA) awarded the County of Los Angeles \$3,849,352 to provide victim-witness services. \$962,338 will be awarded by the County of Los Angeles to the City Attorney's Office for the grant period of July 1, 2012 to June 30, 2013.

The total cost of the program is \$1,142,506, of which \$962,338 will be reimbursed to the General Fund as follows: \$705,159 in salaries, \$245,396 in fringe benefits, and \$11,783 in expenses. The City's required match is \$148,189 plus an additional contribution of \$31,979 in related costs, for a total City contribution of \$180,168. Grant funding will provide for salaries, operating expenses and fringe benefits for 11 regular authority positions (including nine full-time victim advocates). Staff provides services to victims of crime and survivors of homicide victims including crisis intervention, resource and referral assistance, assistance with victim of crime claims, restitution assistance, and funeral arrangements. The victim advocates are assigned to Los Angeles Police Department (LAPD) divisions and City Attorney branch offices. According to the City Attorney's Office, more than 8,000 victims received services in 2011-12.

**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. Approve and authorize the City Attorney or his designee to execute the contract between the City and the County of Los Angeles in the amount of \$962,338 for the period of July 1, 2012 to June 30, 2013, subject to the approval of the City Attorney as to form and legality;
2. Authorize the City Attorney or his designee to accept grant funding in the amount of \$962,338 from the County of Los Angeles;
3. Authorize the Controller to:
  - a. Establish a receivable within Fund 368 in the amount of \$962,338 from the County of Los Angeles;
  - b. Establish the following appropriation account within Fund 368 as follows:  
Account 12J301 - FY 12-13 Victim Assistance Program - \$962,338
4. Transfer up to \$950,555 from Fund 368, Department 12, Account 12301J to Fund 100, Department 12, Account 5301, Reimbursement from Other Funds/Depts upon receipt of reimbursement; and,
5. 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**

☒ **Yes** This Office finds that the Grant complies with City financial policies as follows (see below):

☐ **No** This Office finds that the Grant does not comply with City financial policies as follows (see below):

The total cost of the Victim Assistance Program is \$1,142,506, of which \$962,338 will be reimbursed by the County of Los Angeles for salaries, operating expenses, and fringe benefits. The General Fund impact will be \$180,168 for related costs. The acceptance of the use of the grant funds is consistent with the City's Financial Policies in that budgeted appropriations will be balanced against receipts expected from the continuation of the grant.

*Ma. Raissa Corella*  
CAO Analyst

*Ed F. Roa*  
Chief

*Patricia J. [Signature]*  
CAO/Assistant CAO

*8/15/12*  
Date



City Hall East  
200 N. Main Street  
Room 800  
Los Angeles, CA 90012

(213) 978-8100 Tel  
(213) 978-8312 Fax  
CTrutanich@lacity.org  
www.lacity.org/atty



**CARMEN A. TRUTANICH**  
City Attorney

July 16, 2012

The Honorable Antonio Villaraigosa  
Mayor of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Pamela Finley

Honorable City Council  
City of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: June Lagmay

**Re: Victim Assistance Program (VAP) Grant for Fiscal Year 2012-13  
Council File No. 07-1232**

Contact persons: Michiko Reyes Tel. 213 978-7020  
Kathy Colobong Tel. 213 978-2167

The Office of the City Attorney is transmitting for your review and approval the following:  
1) FY 2012-13 Victim Assistance Program (VAP) Grant Award totaling \$962,338, and 2)  
FY 2012-13 VAP Grant Award Agreement between the City and the County of Los  
Angeles. VAP is in its 33rd year of sustained funding. This award will provide for the  
continuation of victim services at locations throughout the City from July 1, 2012 to June  
30, 2013.

California Penal Code Section 13835 requires the funding of local victim assistance  
programs from fines and penalties assessed by judges against offenders at the time of  
sentencing. In addition, the State of California receives federal VOCA and VAWA funds  
to finance victim assistance programs. These funds are administered by the California  
Emergency Management Agency (CalEMA) Law Enforcement and Victim Services  
Division.

The Office of the Los Angeles City Attorney's VAP provides services to victims of crime  
and survivors of homicide victims. Grant funds pay for the salaries of eleven employees  
(including nine full-time victim advocates), operating expenses, and a victim emergency  
fund. The staff is assigned to offices located in Los Angeles Police Department (LAPD)  
divisions or at City Attorney branch offices. VAP also utilizes community agencies and  
student intern volunteers to provide support services. The victim advocate staff meets

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the minimum standard entry-level victim advocate qualifications and has completed the required state curriculum training for entry and advanced level victim advocates.

The County of Los Angeles has been awarded \$ 3,849,352 from the State and has confirmed its intent to make \$ 962,338 available to the City as a sub-recipient for the continued operation of VAP for FY 2012-13.

The total cost of VAP is \$1,142,506 which grant funding totals \$ 962,338. The City will be reimbursed by the County of Los Angeles with moneys received from the CalEMA Law Enforcement and Victim Services Division. Grant funds will be used as follows:

- Salary \$ 705,160
- Fringe Benefits \$ 245,395
- Operating Expenses \$ 11,783

The remaining \$180,168 to operate VAP is the City's match of \$148,189 (20% of VOCA funding) and an additional general fund contribution of \$ 31,979, which will cover related costs.

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

1. Authorize the City Attorney or designee to **APPROVE** the contract between the City and County in the amount of \$ 962,338 for the period of July 1, 2012 to June 30, 2013.
2. Authorize the City Attorney or designee to **ACCEPT** the funding in the amount of \$ 962,338 from the County of Los Angeles.
3. Authorize the City Attorney or designee to **EXECUTE** said contract, subject to the approval of the Office of the City Attorney as to form and legality.
4. That the City Council, subject to the approval of the Mayor, **AUTHORIZE** the Controller to:
  - a. Establish a receivable in the amount of \$ 962,338 from the County of Los Angeles;
  - b. Establish the following appropriation account within Fund 368--City Attorney Grant Fund, Department 12:

Account No.	12301J
Account Name	FY12-13 Victim Assistance Program
Appropriation Amount	\$962,338

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5. **AUTHORIZE** the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

Thank you for your consideration in this matter.

Sincerely,



Carmen A. Trutanich  
City Attorney

cc: Michiko M. Reyes  
Derek Tennell  
Kathy Colobong  
Maria Raissa Corella - CAO

## City of Los Angeles

### Grant Award Notification and Acceptance

<b>Recipient Department</b>				
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Revision <input checked="" type="checkbox"/> Sub-Allocation				
Grants Coordinator: Janette Flintoft		E-Mail: janette.flintoft@lacity.org		Phone: 213-215-5808
Project Manager: Derek Tennell		E-Mail: derek.tennell@lacity.org		Phone: 213-978-2177
Department/Bureau/Agency: City Attorney				Date: 07/10/2012
<b>Grant Information</b>				
Name of Grantor: CalEMA			Pass Through Agency: LA County District Attorney	
Grant Program Title: Victim Assistance Program (VAP)			Notification of Award Date: June, 2012	
Funding Source (Public or Private): <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Foundation <input type="checkbox"/> Corporation <input type="checkbox"/> Other		Grant Type: <input checked="" type="checkbox"/> Formula/Block <input type="checkbox"/> Competitive/Discretionary <input type="checkbox"/> Other		Funds Disbursement: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement
				Agency's Grant ID: CFDA # _____ Other ID # <u>C.F. No. 07-1232</u> eCivis ID# _____
Match Requirement: <input type="checkbox"/> None <input type="checkbox"/> Recommended <input type="checkbox"/> Mandatory _____ Amount = _____ % Match Match Type: <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> In-Kind Identify Source of Match: <u>Volunteers and general fund</u>				
<b>Fiscal Information:</b>	Awarded Funds \$962,338	Match/In-Kind Funds \$	Additional/Leveraged Funds \$	Total Project Budget \$
<b>Approved Grant Budget Summary:</b>				
<u>Category</u>	<u>Awarded</u>	<u>Match</u>	<u>Additional</u>	<u>Explanation</u>
Personnel				
Salaries	705,159			
Fringe Benefits	245,396			
Indirect		148,189	31,979	20% VOCA match required
Equipment				
Materials/Supplies	11,783			
Travel				
Contractual Services				
Other				
Total:	962,338	148,189	31,979	
<b>Approved Project</b>				
Descriptive Title of Funded Project: Victim Assistance Program				
Performance Period Start/End Dates (Month/Day/Year): Start: 07/01/12 End: 06/30/13			Citywide: <input checked="" type="checkbox"/> Affected Council District(s): Citywide Affected Congressional District(s): Citywide	
Purpose: <input type="checkbox"/> Capital/Infrastructure <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Program <input type="checkbox"/> Planning/Training <input type="checkbox"/> Pilot/Demonstration				
Identify Internal Partners (City Department/Bureau/Agency):				
Identify External Partners: Los Angeles County District Attorney				
<b>Summary</b>				
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.				
The County of Los Angeles has been awarded \$3,849,352 from the State of California and has confirmed its intent to make \$962,338 available to the City as a sub-recipient, which will provide funding for the 33 <sup>rd</sup> year operation of the City Attorney's Victim Assistance Program (VAP). VAP provides services to victims of crime and survivors of homicide victims. Grant funds pay for the salaries of eleven employees (including nine full-time victim advocates), operating expenses, and a victim emergency fund. VAP staff is assigned to offices located in Los Angeles Police Department (LAPD) divisions or City Attorney branch offices. VAP also utilizes community agencies and student intern volunteers to provide support services.				



## 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.

The total cost of VAP is \$1,142,506 as detailed on the attached budget. The grant funds total \$962,338 and will be reimbursed by the County of Los Angeles with moneys received from the CalEMA Law Enforcement and Victim Services Division. Grant funds will be used as follows: Salary - \$705,159; Fringe Benefits - \$245,396; and Operating Expenses - \$11,783.

The remaining \$180,168 to operate VAP is the City's match of \$148,189 (20% of VOCA funding) and an additional general fund contribution of \$31,979, which covers the related costs.

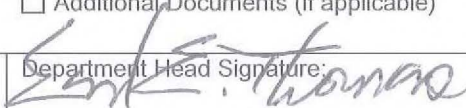
### Acceptance Packet

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

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

Department Head Name:  
Earl Thomas

Department Head Signature:



Date:

7/18/12


### 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:

8/14/12



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

Grant Name: Victim Assistance Program					Department:	
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments
<b>Salaries</b>						
1010 Salaries General						
1020 Salaries Grant Reimbursed		705,160			705,160	
1070 Salaries As Needed						
1090 Overtime						
<b>Salaries Total:</b>		\$ 705,160	\$ -	\$ -	\$ 705,160	
<b>Related Costs*</b>						
	<b>CAP Rate</b>					
Fringe Benefits	34.80%	245,395			245,395	
Central Services	17.21%		121,358		121,358	
Department Administration	8.34%		58,810		58,810	
<b>Related Costs Total:</b>		\$ 245,395	\$ 180,168	\$ -	\$ 425,563	
<b>Expense</b>						
2120 Printing & Binding		2,343			2,343	
2130 Travel		1,440			1,440	
3040 Contractual Services					0	
3310 Transportation					0	
4160 Governmental Meetings					0	
6010 Office Supplies		4,500			4,500	
6020 Operating Supplies					0	
7300 Equipment					0	
Victim Emergency Funds		3,500			3,500	
<b>Expenses Total:</b>		\$11,783	\$0	\$0	\$11,783	
<b>Grand Total:</b>		\$ 962,338	\$ 180,168	\$ -	\$ 1,142,506	
<p>*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.)</p> <p>**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.</p>						

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**BUDGET CATEGORY AND LINE ITEM DETAIL**

<b>A. Personal Services – Salaries/Employee Benefits</b>	<b>STATE</b>	<b>VOCA</b>	<b>VOCA MATCH</b>	<b>VOCA Augmentation</b>	<b>VOCA Augmentation Match</b>	<b>VAWA</b>	<b>VAWA MATCH</b>	<b>COST</b>
<b>SALARIES</b>								
Administrative Coordinator IV (1 @ 50%)	72,067							\$72,067
Administrative Coordinator II (1 @ 100%)	83,429							\$83,429
Witness Service Coordinator (Victim Service Coordinators) (9 @ 100%)		339,731	84,933	100,000	25,000			\$549,664
<b>SALARY SUBTOTAL</b>	<b>155,496</b>	<b>339,731</b>	<b>84,933</b>	<b>100,000</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>\$705,160</b>
<b>FRINGE BENEFITS</b>								
Administrative Coordinator IV (1 @ 50%) x 34.80%	25,079							\$25,079
Administrative Coordinator II (1 @ 100%) x 34.80%	29,033							\$29,033
Witness Service Coordinator (Victim Service Coordinators) (9 @ 100%) x 34.80%		153,027	38,256					\$191,283
<b>Fringe Benefits CAP 33 @ 31.67%</b>	<b>54,112</b>	<b>153,027</b>	<b>38,256</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$245,395</b>
<b>Personal Section Totals</b>	<b>\$209,608</b>	<b>\$492,758</b>	<b>\$123,189</b>	<b>\$100,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	
<b>PERSONAL TOTAL</b>								<b>\$950,555</b>

E GET CATEGORY AND LINE ITEM DETAIL

B. Operating Expenses	STATE	VOCA	VOCA MATCH	VOCA Augmentati on	VOCA Augmentati on Match	VOCA City Match	VAWA MATCH	COST
Office Supplies	4,500							\$4,500
Victim Emergency Funds	3,500							\$3,500
Printing and Binding Expenses	2,343							\$2,343
Travel								
(3) Meetings in Sacramento								
Airfare 1 @ \$300 x 3	900							\$900
Lodging 1 nt @ \$100 x 3	300							\$300
Per Diem 2 days @ \$40 x 3	240							\$240
Indirect Costs								
Central Services @ 17.21%						\$121,358		\$121,358
Dept Admin @ 8.34%						\$26,831		\$26,831
Operating Section Totals	\$11,783	\$0	\$0	\$0	\$0	\$148,189	\$0	
OPERATING TOTAL								\$159,973



## GET CATEGORY AND LINE ITEM DET.

[illegible]

1                                    **COUNTY OF LOS ANGELES**  
2                                    **STATE OF CALIFORNIA**  
3                                    **AGREEMENT FOR THE VICTIM-WITNESS**  
4                                    **ASSISTANCE PROGRAM**

5  
6                    **THIS AGREEMENT**, is made and entered into this 1st day of  
7                    July, 2012, in the City of Los Angeles, California, by and between the  
8                    **COUNTY** of Los Angeles, a county and political subdivision of the State of California  
9                    (herein after referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a  
10                   chartered municipality organized under the law of the State of California (hereinafter  
11                   referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**;

12                         **WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et  
13                   seq., has designated its Office of the District Attorney through its Victim-Witness  
14                   Assistance Program as a major provider of comprehensive services to victims and  
15                   witnesses of all types of crimes; and

16                         **WHEREAS**, the State of California's Emergency Management Agency  
17                   (hereinafter referred to as Cal EMA) has awarded the **COUNTY** funds in the amount of  
18                   \$3,849,352 to provide victim-witness services, of which \$2,887,014 will be utilized by  
19                   the **COUNTY**; the remainder of funds \$962,338 will be allocated to the City Attorney, as  
20                   a subgrantee, for Fiscal Year 2012-13 beginning July 1, 2012 and ending June 30,  
21                   2013; and;

22                         **WHEREAS**, the Cal EMA has established Program guidelines which  
23                   provide that there will be only one Program provider in each county; and

24                         **WHEREAS**, the **CITY** desires to participate in such a program for the  
25                   prosecution of misdemeanor cases within its jurisdictional boundaries and to provide  
26                   program services at the Central Office of the City Attorney, Van Nuys City Hall, San

1 Pedro City Hall, and at the following Los Angeles Police Stations: 77<sup>th</sup> Street, Newton,  
2 West Los Angeles, Northeast, North Hollywood, Hollenbeck, and Wilshire Divisions; and

3 WHEREAS, the CITY has the capability of providing such services; and  
4 the COUNTY desires for the CITY to provide such services;

5 NOW, THEREFORE, in consideration of the mutual covenants as herein  
6 set forth and the mutual benefits to be derived therefrom, the PARTIES agree as  
7 follows:

8 **1. SCOPE OF SERVICES:**

9 The CITY shall provide services that are primary to the maintenance of a  
10 comprehensive center responsive to the basic needs of victims and witnesses. As  
11 required by Penal Code Section 13835.4, the CITY shall carry out all of the following  
12 activities in delivering services:

- 13 • Services to victims and witnesses of all types of crimes and  
14 survivors of homicide victims;
- 15 • Translation for non-English speaking victims and witnesses;
- 16 • Follow-up contact with clients;
- 17 • Field visits whenever necessary to provide services;
- 18 • Volunteer participation to encourage community involvement;
- 19 • Special services specific to the needs of the hearing impaired;
- 20 • Special services specific to the needs of the disabled; and
- 21 • Services appropriate to the special needs of elderly victims.

22 The CITY shall provide the following two categories of victim/witness  
23 services: mandatory services and optional services:

24 **A. Mandatory Services:**

- 25 • crisis intervention
- 26 • emergency assistance

- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

**B. Optional Services** (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention
- child care assistance
- witness protection
- temporary restraining order assistance
- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

**2. TIME AND PERFORMANCE:**

Said services of the CITY are to, and the CITY certifies did, commence on



July 1, 2012 and shall terminate on June 30, 2013. The **COUNTY** and the **CITY** can automatically renew this Agreement in writing for one successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from the Cal EMA.

**3. COMPENSATION:**

In consideration for the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed \$962,338 for Fiscal Year (FY) 2012-13.

Payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **COUNTY** will pay the **CITY** from the funds the **COUNTY** receives from the Cal EMA. Any such payments shall be contingent upon the availability of the Cal EMA funds and shall not be charged upon any other **COUNTY** funds.

**4. ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The City Attorney, or his designated representative, is designated as the **CITY's** Project Director, who shall have full authority to act for the **CITY** in the administration of this Agreement consistent with the provisions contained herein.

C. The **COUNTY's** Victim Witness Assistance Program and the **CITY's** Victim Assistance Program will closely coordinate services and will adhere to all provisions of the Agreement set forth in the grant proposal. Should either of the **PARTIES** become aware of issues of mutual concern or conflicts, the **PARTIES** agree to meet and confer to determine the best possible resolution in the interests of the client population the programs serve.

1 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

2 All **PARTIES** agree to be bound by all applicable Federal, State and local  
3 laws, ordinances, regulations and directives as they pertain to the performance of this  
4 Agreement. All **PARTIES** agree to comply with the guidelines set forth in the Cal EMA

5 Recipient Handbook, which can be found at <http://www.calema.ca.gov/PublicSafetyandVictim>  
6 [Services/Pages/Forms,-Handbooks,-Reports.aspx](http://www.calema.ca.gov/PublicSafetyandVictim) and which is incorporated herein to this  
7 Agreement.

8 **6. DISCRIMINATION:**

9 No person shall, on the grounds of race, sex, creed, color or natural origin,  
10 be excluded from participation in, or be refused the benefits of, any activities, programs  
11 or employment supported by this Agreement.

12 **7. ACCOUNTING:**

13 The **CITY** must establish and maintain on a current basis an adequate  
14 accounting system in accordance with the U.S. General Accounting Office Standards for  
15 audit of governmental organizations, programs, activities and functions issued by the  
16 U.S. General Accounting Office.

17 **8. CHANGES IN AGREEMENT AMOUNT:**

18 The **COUNTY** reserves the right to reduce the Agreement amount when  
19 the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result  
20 in unspent funds at the end of the program year. Changes in this Agreement amount  
21 will be made after consultation with the **CITY**. Such changes shall be effective upon  
22 written notice to the **CITY** and the **COUNTY** Project Director.

23 **9. AUDIT PROVISIONS:**

24 The **CITY** shall comply with the Cal EMA Recipient Handbook, Section  
25 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%)  
26 of the total grant award for the financial audit cost. The **CITY** shall make available to

1 the COUNTY, the Controller of the State of California, the Cal EMA and their authorized  
2 representatives for purposes of inspection and audit, any and all of its books, papers,  
3 documents, financial and other records pertaining to the operation of this Agreement.

4 The aforesaid records shall be available for inspection and audit during regular business  
5 hours throughout the term of this Agreement, and for a period of five (5) years after the  
6 expiration of the term of this Agreement.

7 **11. PROGRAM EVALUATION AND INSPECTION:**

8 The CITY shall permit the COUNTY, and authorized representatives of the  
9 Cal EMA, to inspect and review its facilities and program operations from time to time as  
10 may be requested by the COUNTY and the Cal EMA. Said representatives may  
11 monitor the operations of this Agreement to ensure compliance with all applicable laws  
12 and regulations. In the event that any such inspection reveals violation of any provision  
13 of this Agreement and the CITY fails to correct any such violation to the satisfaction of  
14 the COUNTY within a reasonable time, not to exceed ten (10) days, the COUNTY may  
15 unilaterally terminate this Agreement by giving the CITY ten (10) days written notice of  
16 such termination.

17 **12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

18 The CITY agrees that in the event the program established hereunder is  
19 subjected to audit exceptions by appropriate COUNTY, State or Federal audit agencies,  
20 the CITY shall be responsible for complying with such exceptions and paying the  
21 COUNTY the full amount of the liability incurred by the COUNTY to the Cal EMA from  
22 such audit exceptions.

23 **13. TERMINATION AND TERMINATION COSTS:**

24 This Agreement may be terminated at any time by either party upon giving  
25 thirty (30) days written notice to the other party. The COUNTY may immediately  
26 terminate this Agreement upon the termination, suspension, discontinuation or

1 substantial reduction in the Cal EMA funding for the Agreement activity. In such event,  
2 the CITY shall be compensated for all services rendered and all necessarily incurred  
3 costs performed in accordance with the terms of this Agreement that have not been  
4 previously reimbursed, to the date of said termination to the extent the Cal EMA funds  
5 are available. All remaining funds not compensated to the CITY by termination of this  
6 Agreement will revert back to the COUNTY. Payment shall be made only upon filing  
7 with the COUNTY, by the CITY, of vouchers evidencing the time expended and said  
8 cost incurred. Said vouchers must be filed with the COUNTY within thirty (30) days of  
9 the date of said termination.

10 **14. INDEPENDENT STATUS:**

11 Both parties hereto in the performance of this Agreement will be acting in  
12 an independent capacity and not as agents, employees, partners, joint venturers or  
13 associates of one another. The employees or agent of one party shall not be deemed  
14 or construed to be the agent or employees of the other party for any purpose  
15 whatsoever.

16 **15. ASSIGNMENT:**

17 No performance of this Agreement or any section thereof may be  
18 assigned or subcontracted by the CITY without the express written consent of the  
19 COUNTY and any attempt by the CITY to assign or subcontract any performance of the  
20 terms of this Agreement shall be null and void and shall constitute a material breach of  
21 this Agreement.

22 **16. HOLD HARMLESS:**

23 A. Neither the COUNTY nor any office or employee thereof shall be  
24 responsible for any damages or liability occurring by reason of anything done or omitted  
25 to be done by the CITY, or in connection with any authority or jurisdiction delegated to  
26 the CITY under this Agreement. It is understood and agreed that, pursuant to



1 Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**,  
2 its officers and employees, harmless from any liability occurring by reason of anything  
3 done or omitted to be done by the **CITY** or any officer or employee thereof under or in  
4 connection with any authority or jurisdiction delegated to the **CITY** under this  
5 Agreement.

6 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible  
7 for any damage or liability occurring by reason of anything done or omitted to be done  
8 by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to  
9 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its  
10 officers and employees, harmless from any liability imposed by reason of anything done  
11 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in  
12 connection with any authority or jurisdiction delegated to the **COUNTY** under this  
13 Agreement.

14 **17. MONITORING:**

15 The **COUNTY** shall have the authority to cause regular monitoring of this  
16 Agreement to verify that the **CITY** is operating in accordance with the grant award and  
17 the services to be performed thereto.

18 **18. NOTICES:**

19 Notices and other correspondence shall be sent to the **COUNTY** as  
20 follows:

21 **STEVE COOLEY**  
22 District Attorney  
23 County of Los Angeles  
24 210 West Temple Street, Suite 18-709  
25 Los Angeles, CA 90012  
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1 Notices and other correspondence shall be sent to the **CITY** as follows:

2 **CARMEN TRUTANICH**  
3 City Attorney  
4 City of Los Angeles  
5 800 City Hall East  
6 200 North Main Street, 8<sup>th</sup> Floor  
7 Los Angeles, CA 90012

8 **19. WAIVER:**

9 No waiver by the **COUNTY** of any breach of any provision of this  
10 Agreement shall constitute a waiver of any other breach or of such provision. Failure of  
11 the **COUNTY** to enforce at any time, or from time to time, any provision of this  
12 Agreement shall not be construed as a waiver thereof. The rights and remedies set  
13 forth in this sub-paragraph shall not be exclusive and are in addition to any other rights  
14 and remedies provided by law or under this Agreement.

15 **20. ALTERATION OF TERMS:**

16 This writing fully expresses all understandings between the **PARTIES**  
17 concerning the matters covered herein and shall constitute the total Agreement. No  
18 addition to, or alteration of, the terms of this Agreement, whether by written or verbal  
19 understanding of the **PARTIES**, their officers, employees or agents, shall be valid and  
20 effective unless made in the form of a written amendment to this Agreement formally  
21 approved and executed by both **PARTIES**.

22 **21. GOVERNING LAW, JURISDICTION AND VENUE:**

23 This Agreement shall be governed by, and construed in accordance with  
24 the laws of the State of California. The **PARTIES** agree and consent to the exclusive  
25 jurisdiction of the courts of the State of California for all purposes regarding this  
26 Agreement and further agree and consent that venue of any action brought hereunder  
shall be exclusively in the County of Los Angeles.

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IN WITNESS WHEREOF, the COUNTY and the CITY of Los Angeles  
enter into this Agreement for the Victim Witness Assistance Program to be signed by its  
duly authorized officers, as of the date set forth below.

County of Los Angeles

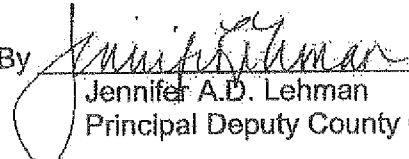
By \_\_\_\_\_  
Steve Cooley, District Attorney

Date: \_\_\_\_\_

APPROVED AS TO FORM BY  
ACTING COUNTY COUNSEL:

JOHN F. KRATTLI

City of Los Angeles

By  \_\_\_\_\_  
Jennifer A.D. Lehman  
Principal Deputy County Counsel

By \_\_\_\_\_  
Carmen Trutanich, City Attorney

Date: \_\_\_\_\_