

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0150-03892-0054

Date: November 8, 2010

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), VICTIM ASSISTANCE PROGRAM (VAP) SUB-AWARD THROUGH LOS ANGELES COUNTY**

Attached is the Grant Acceptance Packet for the Victim Assistance Program Sub-award 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
- Grant Award Agreement

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:0411043c

11/10/2010 11:00 AM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Review of Grant Award and Acceptance Determination

Recipient City Department: Office Of The City Attorney		Award Notification Date: 08/18/2010	
Grant Award Title: Victim Assistance Program Grant FY 2010-11		Grant Amount: \$856,817 Prior Grant Award(s): \$856,817	
Awarding Agency: Los Angeles County			
Grant Agreement Number/Reference:	Performance Start Date: 07/01/2010	Performance End Date: 06/30/2011	
<p>Purpose:</p> <p>The County of Los Angeles has awarded continuation funding for the Victim Assistance Program (VAP). The program is in the 31st year of sustained funding. The award will provide funding from July 1, 2010 to June 30, 2011 to be provided at various locations. The California Penal Code Section 13835 requires the funding of local victim assistance programs from fines and penalties assessed by judges. The State receives both federal Victims of Crime Act Assistance (VOCA) and State Violence against Women Act (VAWA) grant funds to finance the VAP. These funds are administered by the California Emergency Management Agency (Cal-EMA) and have some restrictions on usage. These funds will be used for salary expenses, operating expenses, fringe benefits and partial overhead.</p>			

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
1. Authority for Grant Acceptance				
<ul style="list-style-type: none"> Department requests acceptance of the Grant 	X			() Terms/Conditions outlined in Award Notice/Grantor Agreement
2. Match Requirement Review				
<ul style="list-style-type: none"> Match Sources Identification completed 	X			() Obtain match requirements from Award Notice/Grantor Agreement
<ul style="list-style-type: none"> Additional Funds requested 	X			() Submit to CAO for review
3. Charter Section 1022 Determination				
<ul style="list-style-type: none"> Charter Section 1022 findings completed 			X	() Submit to CAO for review and determination
4. Provisions for Grant-Funded Contracts				
<ul style="list-style-type: none"> Standard and Grantor Provisions or equivalent language is included 			X	() Incorporate Provisions or Language into proposed agreement
<ul style="list-style-type: none"> Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/> 			X	() Submit to City Attorney for review and approval; copy to CAO
5. Personnel Authorities				
<ul style="list-style-type: none"> Department has submitted a request for position(s) 			X	() Review documents and make determination
6. Grant Implementation Recommendations				
<ul style="list-style-type: none"> Department has submitted grant implementation instructions 	X			() Submit to CAO for review
7. Controller Instructions for Fund/Accounts Set-Up				
<ul style="list-style-type: none"> Department has requested Funds/Accounts Set-up 	X			
8. Governing Body Resolution/Certification				
<ul style="list-style-type: none"> Department has submitted Resolution/Certification 			X	() Submit to CAO and City Attorney for review
9. Fiscal Impact Analysis				
<ul style="list-style-type: none"> Department has submitted Fiscal Impact Statement 	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 \$856,817 in grant funding for the Victim Assistance Program (VAP) for Fiscal Year 2010-11. These funds are awarded from the County of Los Angeles and are administered by the California Emergency Management Agency (Cal EMA). These funds are provided to directly serve victims of crime and survivors of homicide victims in the City of Los Angeles. Victim advocates provide Crisis Intervention and Emergency Services, Resource and Referral Services, and Court Support and Case Disposition Services. The Office reports that services were provided to 7,434 victims in 2009-10. Last year, this program was downsized by one Witness Service Coordinator, however the program continues to provide these needed services at various Los Angeles Police Department (LAPD) divisions or at City Attorney branch offices as needed.

The budget submitted with the transmittal dated September 1, 2010 will be revised to reflect the annual cost resulting from reduced work schedules and salary adjustments in effect this year. This grant directly supports the salaries, operating expenses and fringe benefits for eleven regular positions. The total cost of the program is \$1,027,373 of which \$856,817 will be reimbursed by the County of Los Angeles. The remaining cost of \$170,556 is composed of the City's required match (\$131,288) and overhead (\$39,268) not eligible for reimbursement. As such, the additional City contribution beyond the required match is \$39,268, however no additional appropriation is needed as these are existing regular positions. The grant will provide reimbursement to the City General Fund for program expenditures upon reimbursement of monthly invoices to the County.

11. Recommendations

Pursuant to a review of departmental recommendations for this grant, please provide a complete list of necessary actions for implementation including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities, etc.

That the Council, subject to the approval of the Mayor:

1. Authorize the City Attorney or his designee to approve the contract between the City and the County of Los Angeles in the amount of \$856,817 for the period of July 1, 2010 to June 30, 2011;
2. Authorize the City Attorney or his designee to accept the funding in the amount of \$856,817 from the County of Los Angeles and to execute said contract, subject to the approval of the Office of the City Attorney as to form and legality;
3. Authorize the Controller to:
 - a. Establish a receivable from the County of Los Angeles in the amount of \$856,817;
 - b. Upon receipt of grant funds establish the following appropriation accounts within Fund 368, City Attorney Grant Fund, Department 12 as follows:

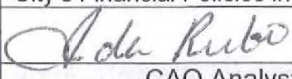
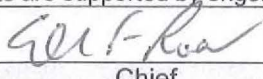
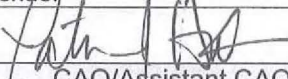
Account G301 - Personal Services	\$601,388
Account G302 - Fringe Benefits	\$190,460
Account G303 - Operating Expenses	\$64,969
4. Request the City Attorney to submit invoices to the County of Los Angeles on a monthly basis to ensure that the General Fund is reimbursed in a timely manner.
5. Request the City Attorney to reimburse the General Fund for salaries and fringe benefits from the City Attorney Grant Fund, Fund No. 368, Department 12 upon receipt of reimbursements from the County; and
6. Authorize the City Attorney to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

12. Fiscal Impact Statement

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

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

The total cost of the 2010-11 Victim Assistance Program is \$1,027,373 of which \$856,817 will be fully reimbursed by the County of Los Angeles for salaries, expenses, fringe benefits and partial overhead. The General Fund Impact will be \$170,556 which consists of the City's required match and general fund overhead not eligible for reimbursement. No additional appropriation is needed as these are continuing positions. Approval of this request will allow the City to be reimbursed for current year expenses related to serving victims of crime. The acceptance and use of the grant funds is consistent with the City's Financial Policies in that ongoing costs are supported by ongoing revenue.

 CAO Analyst	 Chief	 CAO/Assistant CAO	10/24/10 Date
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Grant Award Notification and Acceptance

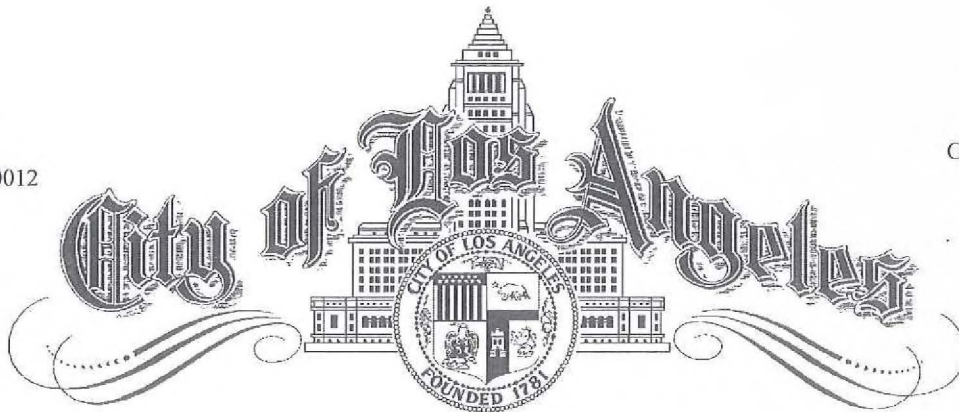
Grant Project Cost Breakdown

Grant Name: Victim Assistance Program		Additional Costs**			Department:	
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments
Salaries						
1010 Salaries General						
1020 Salaries Grant Reimbursed		601,388			601,388	
1070 Salaries As Needed					-	
1090 Overtime					-	
Salaries Total:		\$ 601,388	\$ -	\$ -	\$ 601,388	
Related Costs*	CAP Rate					
Fringe Benefits	31.67%	190,460			190,460	
Central Services	21.29%	13,890	98,464	15,681	128,035	
Department Administration	9.38%		32,824	23,586	56,410	
Related Costs Total:		\$ 204,350	\$ 131,288	\$ 39,267	374,905	
Expense						
2120 Printing & Binding		4,279			4,279	
2130 Travel		2,000			2,000	
3040 Contractual Services		24,800			24,800	
3310 Transportation					0	
4160 Governmental Meetings					0	
6010 Office Supplies		15,750			15,750	
6020 Operating Supplies					0	
7300 Equipment					0	
Victim Emergency Funds		4,250			4,250	
Expenses Total:		\$51,079	\$0	\$0	\$51,079	
Grand Total:		\$ 856,817	\$ 131,288	\$ 39,267	\$ 1,027,372	
*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.)						
**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.						

PF2 (091222)

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

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



CARMEN A. TRUTANICH
City Attorney

September 1, 2010

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 2010-11
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 2010-11 Victim Assistance Program (VAP) Grant Award; and 2) FY 2010-11 VAP Grant Award Agreement between the City and the County of Los Angeles. VAP is in its 31st year of sustained funding. This award will provide for the continuation of victim services at ten locations through the City from July 1, 2010 to June 30, 2011.

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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CITY ADMINISTRATIVE OFFICE

0150-03812-0051

Honorable Antonio Villaraigosa
City Council
September 1, 2010
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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 **\$3,427,269** from the State and has confirmed its intent to make **\$856,817** available to the City as a sub-recipient for the continued operation of VAP for FY 2010-11.

The total cost of VAP is **\$1,036,699**, for which grant funding totals **\$856,817**. 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 **\$629,061**
- Fringe Benefits **\$199,224**
- Operating Expenses **\$ 28,532**

The remaining **\$179,882** to operate VAP is the City's match of **\$131,288** (20% of VOCA funding) and an additional general fund contribution of **\$48,594**, which will cover related costs. Please note that VOCA funds/match can be used for direct services only.

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 **\$856,817** for the period of July 1, 2010 to June 30, 2011.
2. Authorize the City Attorney or designee to **ACCEPT** the funding in the amount of **\$856,817** 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 \$856,817 from the County of Los Angeles;
 - b. Establish the following appropriation accounts within Fund **368**--City Attorney Grant Fund, Department 12, upon receipt of grant funds:

Account Number	Account Name	Amount
G301	Personal Services	\$843,310
G303	Operating Expenses	\$ 13,507

Honorable Antonio Villaraigosa
City Council
September 1, 2010
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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,

A handwritten signature in dark ink, appearing to read 'C. Trutanich', written in a cursive style.

Carmen A. Trutanich
City Attorney

cc: Michiko M. Reyes
Derek Tennell
Kathy Colobong
Ida Rubio--CAO

City of Los Angeles Grant Award Notification and Acceptance

Recipient Department				
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: 09/01/2010	
Grant Information				
Name of Grantor: CalEMA			Pass Through Agency: LA County District Attorney	
Grant Program Title: Victim Assistance Program (VAP)			Notification of Award Date: June, 2010	
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 # C.F. No. 07-1232 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>				
Fiscal Information:	Awarded Funds \$856,817	Match/In-Kind Funds \$	Additional/Leveraged Funds \$	Total Project Budget \$20,000
Approved Grant Budget Summary:				
<u>Category</u>	<u>Awarded</u>	<u>Match</u>	<u>Additional</u>	<u>Explanation</u>
Personnel				
Salaries	629,061			
Fringe Benefits	199,224			
Indirect	13,051	131,288	48,594	20% VOCA match required
Equipment				
Materials/Supplies	8,981			
Travel	2,000			
Contractual Services				
Other	4,500			Victim emergency funds
Total:	856,817	131,288	48,594	
Approved Project				
Descriptive Title of Funded Project: Victim Assistance Program				
Performance Period Start/End Dates (Month/Day/Year): Start: 07/01/10 End: 06/30/11		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				
Summary				
Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.				
The County of Los Angeles has been awarded \$3,427,269 from the State of California and has confirmed its intent to make \$856,817 available to the City as a sub-recipient, which will provide funding for the 31 st year of 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 \$ 1,036,699 as detailed on the attached budget. The grant funds total \$856,817 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 - \$629,061; Fringe Benefits - \$199,224; and Operating Expenses - \$28,532.

The remaining \$179,882 to operate VAP is the City's match of \$131,288 (20% of VOCA funding) and an additional general fund contribution of \$48,594, which covers the related costs. Please note that VOCA funds/VOCA match can be used for direct services only.

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 checked="" 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: 

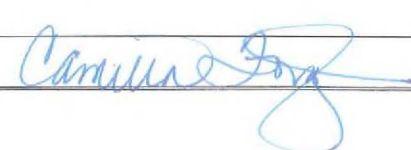
Date: 9/8/10

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: 9/26/10

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

Grant Name: Victim Assistance Program					Department:	
Grant Project Breakdown		Grant Funds	City Funds	Additional Costs** Non-City Funds	Total	Comments
Salaries						
1010 Salaries General						
1020 Salaries Grant Reimbursed		629,061			629,061	
1070 Salaries As Needed					-	
1090 Overtime					-	
Salaries Total:		\$ 629,061	\$ -	\$ -	\$ 629,061	
Related Costs*	CAP Rate					
Fringe Benefits	31.67%	199,224			199,224	
Central Services	21.29%	13,051	120,876		133,927	
Department Administration	9.38%		59,006		59,006	
Related Costs Total:		\$ 212,275	\$ 179,882	\$ -	392,157	
Expense						
2120 Printing & Binding		4,481			4,481	
2130 Travel		2,000			2,000	
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		4,500			4,500	
Expenses Total:		\$15,481	\$0	\$0	\$15,481	
Grand Total:		\$ 856,817	\$ 179,882	\$ -	\$ 1,036,699	
*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.)						
**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.						

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PF2 (091222)

COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
AGREEMENT FOR THE VICTIM-WITNESS
ASSISTANCE PROGRAM

THIS AGREEMENT, is made and entered into this _____ day of
June, 2010, in the City of Los Angeles, California, by and between the
COUNTY of Los Angeles, a county and political subdivision of the State of California
(herein after referred to as the COUNTY), and the CITY OF LOS ANGELES, a
chartered municipality organized under the law of the State of California (hereinafter
referred to as the CITY), and both of whom collectively are referred to as the PARTIES;

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

WHEREAS, the State of California's Emergency Management Agency
(hereinafter referred to as Cal EMA) has awarded the COUNTY funds in the amount of
\$3,427,269 to provide victim-witness services, of which \$2,570,452 will be utilized by
the COUNTY; the remainder of funds, \$856,817, will be allocated to the City Attorney,
as a subgrantee, for Fiscal Year 2010-11 beginning July 1, 2010 and ending June 30,
2011; and;

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

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

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

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

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

1. SCOPE OF SERVICES:

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

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

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

A. Mandatory Services:

- crisis intervention
- 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, 2010 and shall terminate on June 30, 2011. 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 \$856,817 for Fiscal Year (FY) 2010-11.

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/WebPage/
6 oeswebsite.nsf/OESBranchContentPortal?ReadForm&type=Recipient Handbooks
7 &look=Grant Applications and Proposals RFAs/RFPs\)&Div=Public+Safety+
8 and+Victim+Services&Branch=Grant Applications and Proposals \(RFAs/
9 RFPs\)Recipient Handbooks](http://www.calema.ca.gov/WebPage/oeswebsite.nsf/OESBranchContentPortal?ReadForm&type=Recipient%20Handbooks&look=Grant%20Applications%20and%20Proposals%20RFAs/RFPs)&Div=Public+Safety+and+Victim+Services&Branch=Grant%20Applications%20and%20Proposals%20(RFAs/RFPs)Recipient%20Handbooks) and which is incorporated herein to this Agreement.

10 **6. DISCRIMINATION:**

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

14 **7. ACCOUNTING:**

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

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

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

25 **9. AUDIT PROVISIONS:**

26 The **CITY** shall comply with the Cal EMA Recipient Handbook, Section

1 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%)
2 of the total grant award for the financial audit cost. The **CITY** shall make available to
3 the **COUNTY**, the Controller of the State of California, the Cal EMA and their authorized
4 representatives for purposes of inspection and audit, any and all of its books, papers,
5 documents, financial and other records pertaining to the operation of this Agreement.
6 The aforesaid records shall be available for inspection and audit during regular business
7 hours throughout the term of this Agreement, and for a period of five (5) years after the
8 expiration of the term of this Agreement.

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

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

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

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

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1 **13. TERMINATION AND TERMINATION COSTS:**

2 This Agreement may be terminated at any time by either party upon giving
3 thirty (30) days written notice to the other party. The **COUNTY** may immediately
4 terminate this Agreement upon the termination, suspension, discontinuation or
5 substantial reduction in the Cal EMA funding for the Agreement activity. In such event,
6 the **CITY** shall be compensated for all services rendered and all necessarily incurred
7 costs performed in accordance with the terms of this Agreement that have not been
8 previously reimbursed, to the date of said termination to the extent the Cal EMA funds
9 are available. All remaining funds not compensated to the **CITY** by termination of this
10 Agreement will revert back to the **COUNTY**. Payment shall be made only upon filing
11 with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and said
12 cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of
13 the date of said termination.

14 **14. INDEPENDENT STATUS:**

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

20 **15. ASSIGNMENT:**

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

26 *///*

1 **16. HOLD HARMLESS:**

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

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

19 **17. MONITORING:**

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

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1 **18. NOTICES:**

2 Notices and other correspondence shall be sent to the **COUNTY** as
3 follows:

4 **STEVE COOLEY**
5 District Attorney
6 County of Los Angeles
210 West Temple Street, Suite 18-709
Los Angeles, CA 90012

7 Notices and other correspondence shall be sent to the **CITY** as follows:

8 **CARMEN TRUTANICH**
9 City Attorney
10 City of Los Angeles
800 City Hall East
200 North Main Street, 8th Floor
11 Los Angeles, CA 90012

12 **19. WAIVER:**

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

19 **20. ALTERATION OF TERMS:**

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

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21. GOVERNING LAW, JURISDICTION AND VENUE:

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

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
COUNTY COUNSEL:

ANDREA SHERIDAN ORDIN

By _____
Jennifer A.D. Lehman
Principal Deputy County Counsel

City of Los Angeles

By  _____
Carmen Trutanich, City Attorney

Date: 8-18-10