

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0150-03892-0069

Date: October 17, 2014

To: The Mayor
The CouncilAttn: Mandy Morales, 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 OFFICE OF EMERGENCY SERVICES (CAL OES), 2014-15 VICTIM ASSISTANCE PROGRAM (VAP) SUB-AWARD THROUGH LOS ANGELES COUNTY**

Attached is the Grant Acceptance Packet for the 2014-15 Victim Assistance Program Sub-award in the amount of \$993,333 received by the City Attorney's Office. This grants funds victim advocates and administrative support staff to provide services to victims of crime and survivors of homicide victims including crisis intervention, resource and referral assistance, filing claims, applying for restitution or funeral arrangements. 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:04150017c

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

Recipient City Department: The Office of the City Attorney		Award Notification Date: June 2014	
Grant Award Title: Victim Assistance Program		Grant Amount: \$993,333 Prior Grant Award(s): \$962,338	
Awarding Agency: Los Angeles County			
Grant Agreement Number/Reference:	Performance Start Date: 07/01/14	Performance End Date: 06/30/15	
Purpose: 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 \$993,333 will provide for the continuation of victim services from July 1, 2014 to June 30, 2015.			

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
1. Authority for Grant Acceptance				
• Department requests acceptance of the Grant	X			() Terms/Conditions outlined in Award Notice/Grantor Agreement
2. Match Requirement Review				
• Match Sources Identification completed	X			() Obtain match requirements from Award Notice/Grantor Agreement
• Additional Funds requested		X		() Submit to CAO for review
3. Charter Section 1022 Determination				
• Charter Section 1022 findings completed			X	() Submit to CAO for review and determination
4. Provisions for Grant-Funded Contracts				
• Standard and Grantor Provisions or equivalent language is included			X	() Incorporate Provisions or Language into proposed agreement
• 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				
• Department has submitted a request for position(s)		X		() Review documents and make determination
6. Grant Implementation Recommendations				
• Department has submitted grant implementation instructions	X			() Submit to CAO for review
7. Controller Instructions for Fund/Accounts Set-Up				
• Department has requested Funds/Accounts Set-up	X			
8. Governing Body Resolution/Certification				
• Department has submitted Resolution/Certification			X	() Submit to CAO and City Attorney for review
9. Fiscal Impact Analysis				
• 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 \$993,333 in grant funding for the 35th year of the Victim Assistance Program (VAP). The California Governor's Office of Emergency Services (Cal OES) awarded the County of Los Angeles \$3,973,333 to provide victim-witness services. \$993,333 will be awarded by the County of Los Angeles to the City Attorney's Office for the grant period of July 1, 2014 to June 30, 2015.

The total cost of the program is \$1,303,634, of which \$993,333 will be reimbursed to the General Fund as follows: \$738,989 in salaries, \$241,423 in fringe benefits, and \$12,921 in expenses. The remaining cost of \$310,301 is the City's contribution for related costs (central services and department administration). The grant guidelines require a match from the City in the amount of \$159,250, which the City will meet through payment of related costs. Note that these amounts have been updated since the City Attorney's Office submitted the transmittal dated July 14, 2014.

Grant funding will provide for salaries, operating expenses and fringe benefits for 11 regular authority positions (nine full-time victim advocates and two administrative support positions). 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, 7,429 new victims received services in 2013-14.

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.

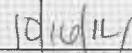
That the Council, subject to the approval of the Mayor:

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 \$993,333 for the period of July 1, 2014 to June 30, 2015, 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 \$993,333 from the County of Los Angeles;
3. Authorize the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$993,333 from the County of Los Angeles;
 - b. Establish the following appropriation account within Fund 368 as follows:
 Account 12L301 - FY 14-15 Victim Assistance Program - \$993,333
4. Transfer up to \$980,412 from Fund 368, Department 12, Account 12L301 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 \$1,303,634, of which \$993,333 will be reimbursed by the County of Los Angeles for salaries, operating expenses, and fringe benefits. The General Fund impact will be \$310,301 in related costs for central services and department administration. 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.

			
CAO Analyst	Chief	CAO/Assistant CAO	Date

Honorable Eric Garcetti
City Council
July 14, 2014
Page Two

operating expenses, and a victim emergency fund. Specially trained personnel are assigned to one of ten field offices throughout the City of Los Angeles, including eight Los Angeles Police Department (LAPD) divisions and two branches of the Los Angeles City Attorney's Office. VAP also utilizes community agencies and volunteer student interns to provide support services. All victim advocates meet the minimum standard entry-level victim advocate qualifications and have completed the required state curriculum training for entry and advanced level victim advocates.

The County of Los Angeles has been awarded \$ 3,973,333 from the State and has confirmed its intent to make \$ 993,333 available to the City as a sub-recipient for the continued operation of VAP for FY 2014-15.

The total cost to the City Attorney's Office to administer VAP is \$ 993,333. The City will be reimbursed by the County of Los Angeles with moneys received from the Cal OES. Grant funds will be used as follows:

- Salary \$ 725,760
- Fringe Benefits \$ 266,427
- Operating Expenses \$ 1,146

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

1. Authorize the City Attorney or designee to **APPROVE** the contract between the City and County in the amount of \$ 993,333 for the period of July 1, 2014 to June 30, 2015.
2. Authorize the City Attorney or designee to **ACCEPT** the funding in the amount of \$ 993,333 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 \$ 993,333 from the County of Los Angeles;

Honorable Eric Garcetti
City Council
July 8, 2014
Page Three

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.

Thank you for your consideration in this matter.

Very truly yours,


Leela Kapur
Chief of Staff

cc: Michiko M. Reyes
Derek Tennell
Kathy Colobong
Maria Legaspi - 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: 07/08/2014		
Grant Information					
Name of Grantor: CalOES			Pass Through Agency: LA County District Attorney		
Grant Program Title: Victim Assistance Program (VAP)			Notification of Award Date: June, 2014		
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>General fund</u>					
Fiscal Information:		Awarded Funds \$993,333	Match/In-Kind Funds \$159,250	Additional/Leveraged Funds \$151,051	Total Project Budget \$1,303,634
Approved Grant Budget Summary:					
Category	Awarded	Match	Additional	Explanation	
Personnel					
Salaries	738,989				
Fringe Benefits	241,423				
Indirect		159,250	151,051		
Equipment					
Materials/Supplies	8,421				
Travel	2,000				
Contractual Services					
Other	2,500			Victim emergency fund	
Total:	993,333	159,250	151,051		
Approved Project					
Descriptive Title of Funded Project: Victim Assistance Program					
Performance Period Start/End Dates (Month/Day/Year): Start: 07/01/14 End: 06/30/15			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 \$3,973,333 from the State of California and has confirmed its intent to make \$993,333 available to the City as a sub-recipient, which will provide funding for the 35 th 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). VAP staff is assigned to offices located in Los Angeles Police Department (LAPD) divisions or City Attorney branch offices.					

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 \$1,303,634 as detailed on the attached budget. The grant funds total \$993,333 and will be reimbursed by the County of Los Angeles with moneys received from the CalOES. Grant funds will be used as follows: Salary - \$738,989; Fringe Benefits - \$241,423; and Operating Expenses - \$12,921. The General Fund will contribute \$310,301.

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 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:
Mary Clare Molitor

Department Head Signature:

Date:

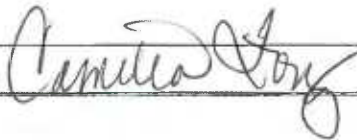
FOR CAO USE ONLY

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:

10/10/14

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

Grant Name: Victim Assistance Program		Additional Costs**			Department:	Comments
Grant Project Breakdown	Grant Funds	City Funds	Non-City Funds	Total		
Salaries						
1010 Salaries General						
1020 Salaries Grant Reimbursed	738,989	-	-	738,989		
1070 Salaries As Needed						
1090 Overtime						
Salaries Total:	\$ 738,989	\$ -	\$ -	\$ 738,989		
Related Costs*						
	CAP Rate					
Fringe Benefits	32.94%	241,423			241,423	
Central Services	18.38%		135,826		135,826	
Department Administration	23.61%		174,475		174,475	
Related Costs Total:		\$ 241,423	\$ 310,301	\$ -	\$ 551,724	
Expense						
2120 Printing & Binding		2,500			2,500	
2130 Travel		2,000			2,000	
3040 Contractual Services					0	
3310 Transportation					0	
4160 Governmental Meetings					0	
6010 Office Supplies		5,921			5,921	
6020 Operating Supplies					0	
7300 Equipment					0	
Victim Emergency Funds		2,500			2,500	
Expenses Total:		\$12,921	\$0	\$0	\$12,921	
Grand Total:		\$ 993,333	\$ 310,301	\$ -	\$ 1,303,634	
<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>						

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, 2014, 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 laws 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 Governor's Office of Emergency
17 Services (hereinafter referred to as Cal OES) has awarded the **COUNTY** funds in the
18 amount of \$3,973,333 to provide victim-witness services, of which \$2,980,000 will be
19 utilized by the **COUNTY** and the remaining portion of \$993,333 will be allocated to the
20 City Attorney, as a sub-grantee, for Fiscal Year 2014-15 beginning July 1, 2014 and
21 ending June 30, 2015; and;

22 **WHEREAS**, Cal OES has established Program guidelines which provide
23 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, and at

1 the following Los Angeles Police Stations: Harbor, Hollenbeck, Newton, Northeast,
2 North Hollywood, Olympic, Wilshire, and 77th Street 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 and optional services:

24 A. **Mandatory Services:**

- 25 • crisis intervention
- 26 • emergency assistance

- 1 • resource and referral assistance
- 2 • direct counseling
- 3 • assistance with victim of crime claims
- 4 • property return
- 5 • orientation to the criminal justice system
- 6 • court escort/court support
- 7 • presentations and training for criminal justice agencies and
- 8 victim service organizations
- 9 • public presentations and publicity
- 10 • case disposition/case status
- 11 • notification of friends and relatives
- 12 • employer notification
- 13 • restitution assistance

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

- 16 • employer intervention
- 17 • creditor intervention
- 18 • child care assistance
- 19 • witness protection
- 20 • temporary restraining order assistance
- 21 • transportation assistance
- 22 • court waiting area
- 23 • funeral arrangements
- 24 • crime prevention information

25 **2. TIME AND PERFORMANCE:**

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

1 July 1, 2014 and shall terminate on June 30, 2015. The **COUNTY** and the **CITY** can
2 automatically renew this Agreement in writing for one successive one-year period
3 contingent upon the **COUNTY** receiving sufficient grant funds from Cal OES.

4 **3. COMPENSATION:**

5 In consideration of the services provided under this Agreement, the
6 **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed
7 \$993,333 for Fiscal Year (FY) 2014-15.

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

12 **4. ADMINISTRATION OF AGREEMENT:**

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

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

21 C. The **COUNTY's** Victim-Witness Assistance Program and the **CITY's**
22 Victim Assistance Program will closely coordinate services and will adhere to all
23 provisions of the Agreement set forth in the grant proposal. Should either of the
24 **PARTIES** become aware of issues of mutual concern or conflicts, the **PARTIES** agree
25 to meet and confer to determine the best possible resolution in the interests of the client
26 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 2014 Cal
5 OES Recipient Handbook, which can be found at [http://www.caloes.ca.gov/PublicSafetyand](http://www.caloes.ca.gov/PublicSafetyandVictimServices/Pages/Forms,-Handbooks,-Reports.aspx)
6 [Victim Services/Pages/Forms,-Handbooks,-Reports.aspx](http://www.caloes.ca.gov/PublicSafetyandVictimServices/Pages/Forms,-Handbooks,-Reports.aspx) 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 Directors.

23 **9. AUDIT PROVISIONS:**

24 The **CITY** shall comply with the Cal OES 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, Cal OES 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
9 Cal OES, to inspect and review its facilities and program operations intermittently upon
10 request by the **COUNTY** and Cal OES. Said representatives may monitor the
11 operations of this Agreement to ensure compliance with all applicable laws and
12 regulations. In the event that any such inspection reveals violation of any provision of
13 this Agreement and the **CITY** fails to correct any such violation to the satisfaction of the
14 **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 Cal OES from such
22 audit exceptions.

23 ///

24 ///

25 ///

26

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 Cal OES funding for the Agreement activity. In such event, the
6 **CITY** shall be compensated for all services rendered and all associated costs incurred
7 in accordance with the terms of this Agreement that have not been previously
8 reimbursed, to the date of said termination to the extent Cal OES funds are available.
9 All remaining funds not compensated to the **CITY** by termination of this Agreement will
10 revert back to the **COUNTY**. Payment shall be made only upon filing with the **COUNTY**,
11 by the **CITY**, of vouchers evidencing the time expended and said cost incurred. Said
12 vouchers must be filed with the **COUNTY** within thirty (30) days of the date of said
13 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 officer_ 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.

23 **18. NOTICES:**

24 Notices and other correspondence shall be sent to the **COUNTY** as
25 follows:

26 ///

1 **JACKIE LACEY**
2 District Attorney
3 County of Los Angeles
4 210 West Temple Street, Suite 18-709
5 Los Angeles, CA 90012

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

7 **MICHAEL N. FEUER**
8 City Attorney
9 City of Los Angeles
10 800 City Hall East
11 200 North Main Street, 8th Floor
12 Los Angeles, CA 90012

13 **19. WAIVER:**

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

20 **20. ALTERATION OF TERMS:**

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

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

28 This Agreement shall be governed by, and construed in accordance with,
29 the laws of the State of California. The **PARTIES** agree and consent to the exclusive
30 jurisdiction of the courts of the State of California for all purposes regarding this

1 Agreement and further agree and consent that venue of any action brought hereunder
2 shall be exclusively in the County of Los Angeles.

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

6 County of Los Angeles

7
8 By _____
Jackie Lacey, District Attorney

9
10 Date: _____

11
12 APPROVED AS TO FORM BY
COUNTY COUNSEL:

13 JOHN F. KRATTLI

14
15 By _____
16 Joseph Langton
17 Principal Deputy County Counsel

18 City of Los Angeles

19
20 By _____
21 Michael N. Feuer, City Attorney

22
23 Date: _____
24
25
26