



**MICHAEL N. FEUER**  
CITY ATTORNEY

To: The Honorable Eric Garcetti  
Mayor of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Cary Gross

Honorable City Council  
City of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Holly Wolcott

From: Leela Kapur, Chief of Staff *Leela*

Date: February 28, 2020

Re: Victim Assistance Program (VAP) Grant for Fiscal Year 2019-20  
Continuation of Funding, Council File No. 18-1228

Transmitted herewith for Mayor and City Council consideration is grant funding totaling **\$2,126,968** for FY 2019-20 to support the City's Victim Assistance Program (VAP) during its 40<sup>th</sup> year.

This formula grant is awarded by the California Office of Emergency Services, which is the pass through agency for federal Victims of Crime Act funds. The County of Los Angeles is the prime recipient of these funds, with the City of Los Angeles as its sub-recipient. The County has confirmed its intent to make \$2,126,968 (25% of total available funds) for the continued operation of VAP for FY 2019-20 (October 1, 2019 through September 30, 2020). Funding will support 14 FTE Witness Service Coordinator positions, one FT Administrative Coordinator II, and 50% of one FT Administrative Coordinator IV.

The Los Angeles City Attorney's Office Victim Assistance Program (VAP) assists victims of crime through the provision of state mandated services (CA Penal Code Section 13835.5) including: emergency support, crisis intervention, referrals to community and governmental agencies, restitution assistance, orienting victims with the criminal justice system and supporting them throughout the court process, and aid in procuring financial assistance through the California Victims of Crime Compensation Program for out-of-pocket crime-related costs (medical, mental health counseling, income/support, funeral/burial, and relocation).

During FY 2018-19 (October 2018 to September 2019), VAP staff served **10,609** new and continuing crime victims, through the following services: **9,529** assists with filing for California Victim Compensation Board applications; **2,870** crisis counseling/intervention; **2,663** criminal justice support/advocacy; and **9,572** follow-ups and information referral to resources. Additionally, VAP staff provided **346** presentations to public, governmental, and law enforcement agencies regarding the program.

The grant program's required match of \$95,264 will be met by a cash match through the salaries and benefits of existing Witness Service Coordinators assigned to the City Attorney's Family Violence Unit, as well as a portion of indirect costs.

cc: Richard Llewellyn, CAO  
Sharon Lee, CAO  
Derek Tennell  
Dolores Rivera  
Camilla Fong



**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"/> Suballocation			
Grants Coordinator:	Derek Tennell	E-Mail: <a href="mailto:derek.tennell@lacity.org">derek.tennell@lacity.org</a>	Phone: 213-978-4518
Project Manager:	Derek Tennell	E-Mail: <a href="mailto:derek.tennell@lacity.org">derek.tennell@lacity.org</a>	Phone: 213-978-4518
Department/Bureau/Agency:	City Attorney		Date: 02/20/2020

<b>Grant Information</b>			
Name of Grantor:		Pass Through Agency:	
CA Other			
Grant Program Title:		Notification of Award Date:	
Victim/Witness Assistance (VW) Program (Continuation Funding) - FY 2020		02/20/2020	
Funding Source (Public / Private):	Grant Type:	Funds Disbursement:	Agency's Grant ID:
State	Non-Competitive/Formula	Reimbursement	CFDA#:
			Other ID#:
			eCivis ID#:
Match Requirement:	Yes	Amount:	\$95,265.00 %Match 4
Match Type:	Cash/In-Kind	Identify Source of Match:	
<b>Fiscal Information:</b>	Awarded Funds:	Match/In-Kind Funds:	Additional/Leverage Funds:
	\$2,126,968.00	\$95,265.00	Total Project Budget: \$2,222,233.00

<b>Approved Grant Budget Summary</b>				
Category	Awarded	Match	Additional	Explanation
Personnel				
Administrative Coordinator IV	75,877	-		Program Director
Administrative Coordinator II	84,835	-		Assistant Program Director
Victim Service Coordinator (VSC)	902,740	-		Advocates
VSC (salary match)	-	52,527		1.51 Victim Service Coordinator
Benefits	490,464	24,225		CAP 39%
Materials/Supplies				
Office Supplies	29,775	-		Daily Office supplies and Cell phone Bill
Printing	15,000	-		Publications/Outreach
Travel	53,741	-		Advocate Training
Other				
Victim Emergency Fund	16,800	-		Petty Cash
Database Program	75,000	-		Hosting/ Maintenance Cost
Indirect Costs	382,736	18,512		CAP 39 - 23.44%+12.55=35.99%
<b>Total</b>	\$ 2,126,968.00	\$ 95,264.00		

<b>Approved Project</b>	
Descriptive Title of Funded Project: Victim Assistance Program (VAP Basic Grant)19-20	
Performance Period Start/End Dates (Month/Day/Year):	
Start: 10/01/2019	End: 09/30/2020
Citywide:	
Affected Council District(s):	
Affected Congressional District(s):	
Purpose:	
Identify Internal Partners (City Dept/Bureau/Agency): Los Angeles Police Department	
Identify External Partners: Los Angeles District Attorney	

<b>Summary</b>
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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.

All VAP grant funded VSCs meet the minimum standards Pursuant to Penal Code 13835.10(c) and are trained to provide assistance to all victims of crime (robbery, assault, drunk driving and hit and run, sexual assault, domestic violence, child and elder abuse and hate crimes) and to surviving family members of homicide victims.

**Recommendations**

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 (such as contract and position authorities).

1. AUTHORIZE the City Attorney or designee to EXECUTE the grant agreement between the County of Los Angeles and the City Attorney's Office.
2. AUTHORIZE the City Attorney or designee to ACCEPT the funding in the amount of \$2,126,968 from the County of Los Angeles.
3. That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to:
  - a. Establish a receivable for this program by \$2,126,968 from the County of Los Angeles;
  - b. Establish within fund 368 a new appropriation account no. 12S301 - Victim Assistance Program in the amount of \$2,126,968.
4. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$1,063,452 from Fund 368/12, Account 12S301 to Fund 100/12, Revenue Source 5301, Reimbursement from Other funds for grant related salary expenses.
5. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$873,200 from Fund 368/12, Account 12S301 to Fund 100/12, Revenue Source 5361, Related Cost Reimbursement – Other funds for grant related indirect costs.
6. 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, AUTHORIZE the Controller to implement the instructions.

**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 required match of \$95,265 will be met by salaries and benefits and related costs of existing Witness Service Coordinators assigned to the City Attorney's Family Violence Unit.

**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 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: Janette Flintoft 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: \_\_\_\_\_

**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
<b>Salaries</b>						
1010 Salaries General		1,063,452	52,527		1,115,979	
1020 Salaries Grant Reimbursed					-	
1070 Salaries As Needed						
1090 Overtime						
	<b>Salaries Total:</b>	\$ 1,063,452	\$ 52,527	\$ -	\$ 1,115,979	
<b>Related Costs*</b>						
	<u>CAP Rate</u>					
Fringe Benefits	46.12%	490,464	24,225		514,690	
Central Services	23.44%	249,273	12,312		261,585	
Department Administration	12.55%	133,463	6,200		139,663	
	<b>Related Costs Total:</b>	\$ 873,200	\$ 42,738	\$ -	\$ 915,938	
<b>Expense</b>						
2120 Printing & Binding		15,000			15,000	
2130 Travel		53,741			53,741	
3040 Contractual Services		0			0	
3310 Transportation		0			0	
4160 Governmental Meetings					0	
6010 Office Supplies		29,775			29,775	
6020 Operating Supplies					0	
7300 Equipment					0	
Victim Emergency Funds		16,800			16,800	
VAP Database Program		75,000			75,000	
	<b>Expenses Total:</b>	\$190,316	\$0	\$0	\$190,316	
	<b>Grand Total:</b>	\$ 2,126,968	\$ 95,265	\$ -	\$ 2,222,233	
*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.						

**Grant Award Notification and Acceptance  
Detail of Positions Salary Costs for Grant**

Department: City Attorney				Other Funding Sources								Comments
Project Name: Victim Assistance Program				City				Non-City				
Job Classification	Total	New	Existing	Grant Funding No.	Grant Funding Cost	Reimbursable* No.	Reimbursable* Cost	Non-Reimbursable** No.	Non-Reimbursable** Cost	No.	Cost	
Administrative Coordinator IV @ 50%	1		1		75,877	1	75,877					
Administrative Coordinator II	1		1		84,835	1	84,835					
Witness Service Coordinator (Victim Service Coordinators)	14		14		902,740	14	902,740					
Witness Service Coordinator (LA City's Cash Match)								1	52,527			
<b>Total:</b>	16	-	16	-	1,063,452	16	1,063,452	1	52,527	-	-	
<p>Indicate classification code by each position and percentage of time spent on this grant. The amounts shown here should only reflect salary costs. Related costs (fringe benefits, department administration and central services) are separate and when combined with salaries, will result in the full costs for personnel. *Reimbursable costs are savings to the City. These costs would include all currently City-funded positions working for the specified grant program activities that will be reimbursed by grant funds.</p> <p>**Non-reimbursable costs may not be reimbursed by the Grant but could be used as a Match or as additional costs needed to enhance the program.</p>												



1 States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance  
2 Formula Grant Program 2018-V2-GX-0029 with Code of Federal Domestic Assistance  
3 (CFDA) number 16.575 and State funds are made possible through the California  
4 Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant  
5 to California Penal Code section 13835, Public Safety Programs, Victim Witness  
6 Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number  
7 06037-00000; and

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

10 **WHEREAS**, the **CITY** desires to participate in such a program for the  
11 prosecution of misdemeanor cases within its jurisdictional boundaries and to provide  
12 program services at the Central Office of the City Attorney, Van Nuys City Hall, Central  
13 Bureau Family Justice Center and at the following Los Angeles Police Stations: 77<sup>th</sup>,  
14 Hollenbeck, Mission, Newton, Northeast, North Hollywood, Olympic, Southwest, South  
15 Traffic, Wilshire;

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

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

21 **1. SCOPE OF SERVICES:**

22 The **CITY** shall provide services that are primary to the maintenance of a  
23 comprehensive center responsive to the basic needs of victims and witnesses. As  
24 required by Penal Code Section 13835.4, the **CITY** shall deliver services by providing  
25 the following:

- 26 • Services to victims and witnesses of all types of crimes;

- 1 • Translation for non-English speaking victims and witnesses;
- 2 • Follow-up contact with victims and witnesses;
- 3 • Field visits whenever necessary to provide services;
- 4 • Encourage community involvement and volunteer participation;
- 5 • Special services specific to the needs of the hearing impaired;
- 6 • Special services specific to the needs of the disabled; and
- 7 • Services appropriate to the special needs of elderly victims.

8 The **CITY** shall provide the following two categories of Victim Witness services:  
9 mandatory and optional services.

10 **A. Mandatory Services:**

- 11 • crisis intervention
- 12 • emergency assistance
- 13 • resource and referral assistance
- 14 • direct counseling
- 15 • assistance with victim of crime claims
- 16 • property return
- 17 • orientation to the criminal justice system
- 18 • court escort/court support
- 19 • presentations and training for criminal justice agencies and victim  
20 service organizations
- 21 • public presentations and publicity
- 22 • case disposition/case status
- 23 • notification of friends and relatives
- 24 • employer notification
- 25 • restitution assistance

26 ///

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

- 3           •    employer intervention
- 4           •    creditor intervention
- 5           •    child care assistance
- 6           •    witness protection
- 7           •    temporary restraining order assistance
- 8           •    transportation assistance
- 9           •    court waiting area
- 10          •    funeral arrangements
- 11          •    crime prevention information

12    **2.    TIME AND PERFORMANCE:**

13            Said services of the **CITY** are to, and the **CITY** certifies did, commence on  
14    October 1, 2019 and shall terminate on September 30, 2020. The **COUNTY** and the  
15    **CITY** can automatically renew this **AGREEMENT** in writing for a successive one-year  
16    period contingent upon the **COUNTY** receiving sufficient grant funds from **Cal OES**.

17    **3.    COMPENSATION:**

18            In consideration of the services provided under this **AGREEMENT**, the **COUNTY**  
19    shall allocate to the **CITY**, as a contract sub-grantee, an amount not to exceed  
20    \$2,126,968 for the performance period beginning October 1, 2019 and ending  
21    September 30, 2020.

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

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1 **4. ADMINISTRATION OF AGREEMENT:**

2 A. The District Attorney (**DA**) of the **COUNTY**, or her designated  
3 representative, is designated as the **COUNTY's** Project Director, who shall have full  
4 authority to act for the **COUNTY** in the administration of this **AGREEMENT** consistent  
5 with the provisions contained herein.

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

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

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

17 All **PARTIES** agree to be bound by all applicable Federal, State and local laws,  
18 ordinances, regulations, and directives as they pertain to the performance of this  
19 **AGREEMENT**. All **PARTIES** agree to comply with the guidelines set forth in the Cal  
20 OES 2019 Subrecipient Handbook, which can be found at [https://www.caloes.ca.gov/  
21 cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications](https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications)  
22 and which is incorporated herein to this **AGREEMENT**.

23 **6. DISCRIMINATION:**

24 No person shall, on the grounds of race, sex, creed, color, or natural origin, be  
25 excluded from participation in, or be refused the benefits of, any activities, programs or  
26 employment supported by this **AGREEMENT**.

1 **7. ACCOUNTING:**

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

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

7 The **COUNTY** reserves the right to reduce the Agreement amount when the  
8 **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result in  
9 unspent funds at the end of the program year. Changes in this Agreement amount will  
10 be made after consultation with the **CITY**. Such changes shall be effective upon written  
11 notice to the **CITY** and the **COUNTY** Project Directors.

12 **9. AUDIT PROVISIONS:**

13 The **CITY** shall comply with the Cal OES 2019 Recipient Handbook, Section  
14 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%)  
15 of the total grant award for the financial audit cost. The **CITY** shall make available to  
16 the **COUNTY**, the Controller of the State of California, **Cal OES** and their authorized  
17 representatives for purposes of inspection and audit, any and all of its books, papers,  
18 documents, financial and other records pertaining to the operation of this  
19 **AGREEMENT**. The aforesaid records shall be available for inspection and audit during  
20 regular business hours throughout the term of this **AGREEMENT**, and for a period of  
21 five (5) years after the expiration of the term of this **AGREEMENT**.

22 **10. PROGRAM EVALUATION AND INSPECTION:**

23 The **CITY** shall permit the **COUNTY**, and authorized representatives of **Cal OES**,  
24 to inspect and review its facilities and program operations intermittently upon request by  
25 the **COUNTY** and **Cal OES**. Said representatives may monitor the operations of this  
26 **AGREEMENT** to ensure compliance with all applicable laws and regulations. In the

1 event that any such inspection reveals a violation of any provision of this **AGREEMENT**  
2 and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within  
3 a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate  
4 this **AGREEMENT** by giving the **CITY** ten (10) days written notice of such termination.

5 **11. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

6 The **CITY** agrees that in the event the program established hereunder is  
7 subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies,  
8 the **CITY** shall be responsible for complying with such exceptions and paying the  
9 **COUNTY** the full amount of the liability incurred by the **COUNTY** to **Cal OES** from such  
10 audit exceptions.

11 **12. TERMINATION AND TERMINATION COSTS:**

12 This **AGREEMENT** may be terminated at any time by either party upon giving  
13 thirty (30) days written notice to the other party. The **COUNTY** may immediately  
14 terminate this **AGREEMENT** upon the termination, suspension, discontinuation, or  
15 substantial reduction in **Cal OES** funding for the Agreement activity. In such event, the  
16 **CITY** shall be compensated for all services rendered and all associated costs incurred  
17 in accordance with the terms of this **AGREEMENT** that have not been previously  
18 reimbursed, to the date of said termination to the extent **Cal OES** funds are available.  
19 All remaining funds not compensated to the **CITY** by termination of this **AGREEMENT**  
20 will revert back to the **COUNTY**. Payment shall be made only upon filing with the  
21 **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and said cost  
22 incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the  
23 date of said termination.

24 **13. INDEPENDENT STATUS:**

25 Both **PARTIES** hereto in the performance of this **AGREEMENT** will be acting in  
26 an independent capacity and not as agents, employees, partners, joint venturers, or

1 associates of one another. The employees or agent of one party shall not be deemed  
2 or construed to be the agent or employees of the other party for any purpose  
3 whatsoever.

4 **14. ASSIGNMENT:**

5 No performance of this **AGREEMENT** or any section thereof may be assigned or  
6 subcontracted by the **CITY** without the express written consent of the **COUNTY**, and  
7 any attempt by the **CITY** to assign or subcontract any performance of the terms of this  
8 **AGREEMENT** shall be null and void and shall constitute a material breach of this  
9 **AGREEMENT**.

10 **15. HOLD HARMLESS:**

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

20 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible  
21 for any damage or liability occurring by reason of anything done or omitted to be done  
22 by the **COUNTY** under this **AGREEMENT**. It is understood and agreed that pursuant to  
23 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its  
24 officers and employees, harmless from any liability imposed by reason of anything done  
25 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in

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1 connection with any authority or jurisdiction delegated to the **COUNTY** under this  
2 **AGREEMENT**.

3 **16. MONITORING:**

4 The **COUNTY** shall have the authority to cause regular monitoring of this  
5 **AGREEMENT** to verify that the **CITY** is operating in accordance with the grant award  
6 and the services to be performed thereto.

7 **17. NOTICES:**

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

9 **JACKIE LACEY**, District Attorney  
10 County of Los Angeles  
211 West Temple Street, Suite 1200  
Los Angeles, CA 90012-3205

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

12 **LEELA KAPUR**, Executive Assistant City Attorney  
13 City of Los Angeles  
800 City Hall East  
14 200 North Main Street, 8<sup>th</sup> Floor  
15 Los Angeles, CA 90012-4133

16 **18. WAIVER:**

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

23 **19. ALTERATION OF TERMS:**

24 This writing fully expresses all understandings between the **PARTIES** concerning  
25 the matters covered herein and shall constitute the total Agreement. No addition to, or  
26 alteration of, the terms of this **AGREEMENT**, whether by written or verbal

1 understanding of the **PARTIES**, their officers, employees or agents, shall be valid and  
2 effective unless made in the form of a written amendment to this **AGREEMENT** formally  
3 approved and executed by both **PARTIES**.

4 **20. GOVERNING LAW, JURISDICTION AND VENUE:**

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

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

13  
14 County of Los Angeles (**COUNTY**)

City of Los Angeles (**CITY**)

15  
16 By \_\_\_\_\_  
17 Jackie Lacey, District Attorney

By \_\_\_\_\_  
Michael N. Feuer, City Attorney

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

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

19  
20 APPROVED AS TO FORM BY  
21 COUNTY COUNSEL:

APPROVED AS TO FORM BY  
CITY COUNSEL:

22 MARY C. WICKHAM

MICHAEL N. FEUER

23  
24 By \_\_\_\_\_  
25 Nancy M. Takade  
26 Principal Deputy County Counsel

By \_\_\_\_\_  
Barak Vaughn  
Deputy City Attorney