

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0130-02071-0005

Date: April 10, 2020

To: The Mayor
The CouncilAttn: Heleen Ramirez, Legislative Coordinator, Mayor's Office
Patrice Lattimore, Council and Public Services Division, City Clerk's OfficeFrom: Richard H. Llewellyn, Jr., City Administrative Officer Subject: **GRANTS PILOT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) 2019-20 VICTIM ASSISTANCE PROGRAM (VAP) SUB-AWARD THROUGH LOS ANGELES COUNTY**

Attached is the Grant Acceptance Packet (Packet) for the 40th year of the Victim Assistance Program sub-award of funding in the amount of \$2,126,968 received by the City Attorney's Office. This funding continues the program for a 12-month performance period from October 1, 2019 through September 30, 2020. The grant finances victim advocates and administrative support staff to provide services to victims of crime including emergency support, crisis intervention, resource and referral assistance to governmental agencies, support through the court process, restitution assistance, and procurement of financial assistance for crime-related costs. As a participant in the Grants Pilot Program, this department submitted the packet for review and analysis by the CAO Grants Oversight Unit.

This Office reviewed the Packet for completeness, conducted a concise analysis, and prepared a Fiscal Impact Statement. The Packet consists of the following:

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award

If you have any questions concerning the Grant Acceptance Packet, please contact Samantha Jew at (213) 473-7581.

RHL:EFR:SJ:04200125

Attachments

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: February 20, 2020	
Grant Award Title: Victim Assistance Program		Grant Amount: \$2,126,968 Prior Grant Award(s): \$2,127,191	
Awarding Agency: County of Los Angeles			
Grant Agreement Number/Reference: C.F. 20-0323	Performance Start Date: October 1, 2019	Performance End Date: September 30, 2020	
Purpose: The Office of the City Attorney requests authority to accept grant funding from the County of Los Angeles for the 2019-20 Victim Assistance Program. Funding in the amount of \$2,126,968 will provide continued support for victim services from October 1, 2019 through September 30, 2020.			

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 requests approval to accept \$2,126,968 in grant funding for the 2019-20 Victim Assistance Program (VAP). This will be the 40th year of the VAP. The California Office of Emergency Services, which serves as the pass-through agency for the federal Victims of Crime Act funds, awarded the County of Los Angeles (County) an amount of \$8,507,870. Through a sub-recipient agreement between the County and the City of Los Angeles (City), the City will receive \$2,126,968, or 25-percent of the available funds, for a grant period of October 1, 2019 through September 30, 2020.

Grant funding will assist the City Attorney's Victim Assistance Program in providing victims of crimes emergency support, crisis intervention, referrals to community and governmental agencies, restitution assistance, support in navigating through the criminal court process, and help in securing financial aid for crime-related costs, including medical counseling, funeral expenses, and relocation costs. From October 2018 through September 2019, the VAP staff served a total 10,609 new and continuing crime victims. Staff assisted 9,529 individuals with filing applications for the California Victim Compensation Board; counseled 2,870 through crisis; supported 2,663 through the criminal justice system; and, referred 9,572 to additional resources. Victim services will be provided in the following locations: Strength United Family Justice Center, Central Office of the City Attorney, and Los Angeles Police Department Area Divisions consisting of Devonshire, Harbor, Southeast, Southwest, Hollenbeck, Foothill, 77th, Mission, North Hollywood, Northeast, Olympic, and Wilshire.

(Continued on Page 3)

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 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 grant funding in the amount of \$2,126,968 from the County of Los Angeles;
3. Authorize the Controller to:
 - a. Establish within Fund 368 a receivable for this program in the amount of \$2,126,968 from the County of Los Angeles;
 - b. Establish within Fund 368 a new appropriation account 12S301, Victim Assistance Program, in the amount of \$2,126,968;
 - c. Transfer up to \$1,063,452 from Fund 368, Department 12, Account 12S301 to Fund 100, Department 12, Revenue Source Code 5427, Reimbursement from Grants, for grant-related salary expenses, upon receipt of grant funds and approval of grant expenses;

(Continued on Page 4)

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 2019-20 Victim Assistance Program is \$2,222,233, of which \$2,126,968 is the amount awarded to the City that will be reimbursed with federal and state funds. The City is required to contribute a match amount of \$95,265, which will be satisfied through funding provided in the 2019-20 Adopted Budget. As funding for program positions is already included in the 2019-20 Adopted Budget, there is no impact to the General Fund. The recommendations in this report are in compliance with the City's Financial Policies in that grant-related expenses will be funded by grant funds.

Samantha Jew	Edward F. Roes	<i>[Signature]</i>	
CAO Analyst	Chief	CAO/Assistant CAO	Date

10. Grant Award Summary (continued)

The total cost of the program is \$2,222,233, of which \$2,126,968 is reimbursable to the City. Of the \$2,126,968 award, \$1,063,452 will go towards salaries, \$873,200 to related costs, and \$190,316 to expenses as follows: \$15,000 to printing and binding, \$53,741 to travel, \$29,775 to office supplies, \$16,800 to Victim Emergency Funds, and \$75,000 for the VAP case management system and program. The City is required to contribute the remaining program cost of \$95,265 for salaries and related costs, which is already provided in the 2019-20 Adopted Budget.

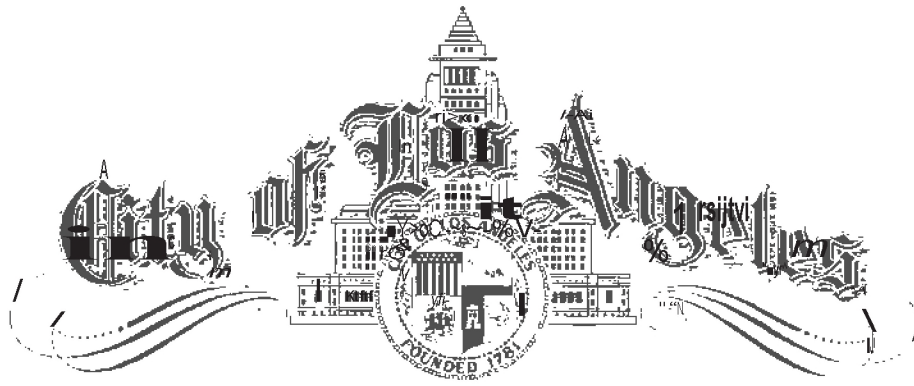
The grant award will fully fund 14 regular Witness Service Coordinators and one regular Administrative Coordinator II, and partially fund one regular Administrative Coordinator IV. As these are existing positions included in the 2019-20 Adopted Budget, no additional position authority or funding is being requested at this time.

It should be noted that the recommendations in this report differ from the recommendations found in the City Attorney's transmittal dated February 28, 2020. This report includes changes to Recommendations 3c and 3d to reflect the appropriate receiving revenue account for grant funds. The Office of the City Attorney concurs with these changes.

11. Recommendations (continued)

d. Transfer up to \$873,200 from Fund 368, Department 12, Account 12S301 to Fund 100, Department 12, Revenue Source Code 5346, Related Cost Reimbursement – For Grants, for grant-related related costs; and,

4. 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.



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 40th 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

Recipient Department			
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: derek.tennell@lacity.org	Phone: 213-978-4518
Project Manager:	Derek Tennell	E-Mail: derek.tennell@lacity.org	Phone: 213-978-4518
Department/Bureau/Agency:	City Attorney		Date: 02/20/2020

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

Approved Grant Budget Summary				
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	362,736	18,512		CAP 39 - 23.44%+12.55=35.99%
Total	\$ 2,126,968.00	\$ 95,26400		

Approved Project			
Descriptive Title of Funded Project: Victim Assistance Program (VAP Basic Grant)19-20			
Performance Period Start/End Dates (Month/Day/Year):		Citywide:	
Start: 10/01/2019	End: 09/30/2020	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			

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.

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 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:

Department Head Signature:

Date:

Janette Flintoft



3/17/22

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 Grant Project Breakdown	Grant Funds	Additional Costs**		Department:	Comments
		City Funds	Non-City Funds	Total	
Salaries					
11010 Salaries General	1,063,452	52,527		1,115,979	
11020 Salaries Grant Reimbursed				-	
11070 Salaries As Needed					
11090 Overtime					
Salaries Total:	\$ 1,063,452	\$ 52,527	\$ -	\$ 1,115,979	
Related Costs*					
		CAP Rate			
Fringe Benefits	490,464	46.12%	24,225	514,690	
Central Services	249,273	23.44%	12,312	261,585	
Department Administration	133,463	12.55%	6,200	139,663	
Related Costs Total:	\$ 873,200		\$ 42,738	\$ 915,938	
Expense					
22120 Printing & Binding	15,000			15,000	
22130 Travel	53,741			53,741	
33040 Contractual Services	0			0	
33310 Transportation	0			0	
41160 Governmental Meetings				0	
60110 Office Supplies	29,775			29,775	
6020 Operating Supplies				0	
7300 Equipment				0	
Victim Emergency Funds	16,800			16,800	
WAP Database Program	75,000			75,000	
Expenses Total:	\$ 190,316		\$ 0	\$ 190,316	
Grand Total:	\$ 2,126,968		\$ 95,265	\$ 2,222,233	
<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>					

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

Department: City Attorney Project Name: Victim Assistance Program	Other Funding Sources											Comments
	Job Classification	Total	New	Existing	Grant Funding		Reimbursable*		City Non-Reimbursable**		Non-City	
No.					Cost	No.	Cost	No.	Cost	No.	Cost	
Administrative Coordinator IV @ 50%	1		1		75,877	1	75,877					
Administrative Coordinator III	1		1		84,835	1	84,835					
Witness Service Coordinator (Victim Service Coordinators)	114		114		902,740	14	902,740					
Witness Service Coordinator (LA City's Cash Watch)								1	52,527			
Total:	116	-	116	-	1,063,452	16	1,063,452	1	52,527	-	-	

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.
**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.

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 (VWAO) 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: 77th,
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 11, 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.

26 ///

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 therein.

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 anytime 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

26 ///

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, 8th 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