



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 October 4, 2022

A handwritten signature in black ink, appearing to read "Celia Zavala".

CELIA ZAVALA
EXECUTIVE OFFICER

October 04, 2022

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
FOR THE VICTIM WITNESS ASSISTANCE (VW) PROGRAM
FOR THE PERFORMANCE PERIOD
BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (District Attorney) to complete the grant application process for continued grant funding for the Victim Witness Assistance (VW) Program for the performance period beginning October 1, 2022 and ending September 30, 2023. The VW program with Subaward number VW22 41 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2020-V2-GX-0031 and 2022-(to be announced later) with Assistance Listing number 16.575. State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for grant funds for the performance period beginning October 1, 2022 and ending September 30, 2023 in the amount of \$8,714,343. This amount includes VOCA 2020 federal funds of \$5,704,919, VOCA 2022 federal funds of \$2,122,765 and VWA0 2022 state funds of \$886,659.
2. Authorize the District Attorney to extend the long-standing sub-grantee agreement (copy attached) with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the City. Funding for the performance period of October 1, 2022 to September 30, 2023 is as follows: District Attorney shall receive \$4,278,689 in VOCA 2020 federal funds, \$1,592,074 in VOCA 2022 federal funds plus \$664,994 in VWA0 2022 state funds for total funding of \$6,535,757; LACA shall receive \$1,426,230 in VOCA 2020 federal funds, \$530,691 in VOCA 2022 federal funds plus \$221,665 in VWA0 2022 state funds for total funding of \$2,178,586 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$1,426,230 VOCA 2020 and \$530,691 VOCA 2022 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,714,343.
3. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Grant Subaward Certification of Assurance of Compliance form required to complete the grant application.
4. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the commitment of the District Attorney's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma and the devastating effects of crime on the victims themselves as well as their families.

On March 17, 2022, Cal OES released a Request for Application (RFA) for the VW program with the performance period of October 1, 2022 to September 30, 2023. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$8,714,343 in federal and state funding for Los Angeles County, with a local match requirement of \$1,956,921, and an option for match waiver up to 100 percent which would reduce the total program cost to \$8,714,343. All grant awards must be expended by September 30, 2023. As part of the application process, applicants are required to complete a Grant Subaward Certification of Assurance of Compliance form which includes details regarding Proof of Authority by the Governing Board, Civil Rights Compliance, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act (CEQA), and Lobbying.

Board authorization to complete the grant application process and to accept grant funds is requested in order to comply with County and Cal OES requirements.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The District Attorney's application requests grant funding in the amount of \$8,714,343 with a waived local match requirement of \$1,956,921, for a total program cost of \$8,714,343 for the performance period of October 1, 2022 to September 30, 2023. Of this amount the District Attorney shall receive \$4,278,689 in VOCA 2020 federal funds, \$1,592,074 in VOCA 2022 federal funds, plus \$664,994 in VWA0 2022 state funds for total funding of \$6,535,757 (\$6,539,508 prorated to Fiscal Year (FY) 2022-23). LACA shall receive \$1,426,230 in VOCA 2020 federal funds, \$530,691 in VOCA 2022 federal funds, plus \$221,665 in VWA0 2022 state funds for total funding of \$2,178,586 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$1,426,230 VOCA 2020 and \$530,691 VOCA 2022 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind or cash match is \$8,714,343. Funding in the amount of \$6,539,508 will be reflected in the FY 2022-23 Final Adopted Budget, and there is no net County cost impact associated with the proposed grant award.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by the District Attorney, or discontinued with staff attrition or reallocation to vacant budgeted positions. Payments by the County to the City, as a contract sub-grantee, are contingent upon the availability of federal and state funding. If the County does not receive the full amount from the federal and state governments, the City has acknowledged that its portion of the grant will be reduced in an amount to be determined by the District Attorney.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District Attorney, as the major provider of victim services, has administered the VW program through a decentralized, prosecution-based program pursuant to Penal Code section 13835.2 for over forty years. The BVS is responsible for the VW program, as well as several other programs, which provide mandatory and optional victim services throughout Los Angeles County.

The VW program is structured to meet the needs of victims and witnesses as they enter the criminal justice system, and to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, 68 Victim Services Representatives (VSRs) provide direct services to victims of all types of crimes. They assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection, and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim

advocacy services, including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, the BVS provides victim services at 48 victim service centers. The City Attorney's Victim Assistance Program (VAP) operates 21 victim service centers staffed by 18 Victim Service Coordinators.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet, stamp, or electronic signature, to Mr. Anh Vo of the District Attorney's Office, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205.

Any questions may be directed to Mr. Vo at (213) 257-2805, or atavo@da.lacounty.gov.

Respectfully submitted,



GEORGE GASCON

District Attorney

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Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)
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The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its contract subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 25,000 victims annually.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES	PENAL CODE §13835 et seq.	Jun-30-2022

Total Amount of Grant Funding	\$8,714,343	County Match	\$0
Grant Period	Begin Date: October 1, 2022	End Date:	September 30, 2023
Number of Personnel Hired Under This Grant	Full Time: 65	Part Time:	1

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space:
None

Other requirements not mentioned above:
None

Department Head Signature



 GEORGE GASCÓN

Date 8-25-22

Grant Subaward Certification of Assurance of Compliance

Subrecipient: _____

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1			
2			
3			
4			
5			
6			

I, _____ (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. **Proof of Authority – SRH 1.055**

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. **Civil Rights Compliance – SRH Section 2.020**

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. **Equal Employment Opportunity – SRH Section 2.025**

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: 

Official Designee's Typed Name: GEORGE GASCON

Official Designee's Title: DISTRICT ATTORNEY

Date Executed: 6-23-22

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

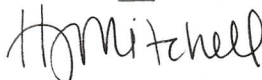
☐ City Financial Officer

☐ County Financial Officer

☐ City Manager

☐ County Manager

☒ Governing Board Chair



Signature:

Typed Name: HOLLY J. MITCHELL

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

Date Executed: October 4, 2022

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By  Deputy

APPROVED AS TO FORM:

Dawyn R. Harrison

Acting County Counsel

By 

Deputy County Counsel

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

This **AGREEMENT** is made and entered into this 1st day of October, 2022, in the City of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a county and political subdivision of the State of California (hereinafter referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as the **CITY**), collectively referred to as the **PARTIES**;

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

WHEREAS, the State of California Governor's Office of Emergency Services (hereinafter referred to as **Cal OES**) has awarded the **COUNTY** funds through its Victim Witness Assistance (VW) Program in the amount of \$8,714,343 to provide Victim Witness services, of which \$6,535,757 will be utilized by the **COUNTY** and the remaining portion of \$2,178,586 will be allocated to the **CITY**, as a contract sub-grantee, for the performance period beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, VW program with Subaward number VW22 41 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2020-V2-GX-0031 and 2022-(to be announced later) with

Assistance Listing number 16.575 and State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000; and

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

WHEREAS, the **CITY** desires to participate in such a program for the prosecution of misdemeanor cases within its jurisdictional boundaries and to provide program services at the Central Office of the City Attorney, Central Trials Branch, Harbor Branch, Metro Branch, North Valley Branch, Pacific Branch, Strength United Family Justice Center, Van Nuys Branch, and at the following Los Angeles Police Stations: 77th, Devonshire, Hollenbeck, Newton, Northeast, North Hollywood, Olympic, Pacific, Rampart, Southeast, Southwest, West Los Angeles, and Wilshire;

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

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

1. SCOPE OF SERVICES:

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

- Services to victims and witnesses of all types of crimes;
- Translation for non-English speaking victims and witnesses;

- Follow-up contact with victims and witnesses;
- Field visits whenever necessary to provide services;
- Encourage community involvement and volunteer participation;
- Special services specific to the needs of the hearing impaired;
- Special services specific to the needs of the disabled; and
- Services appropriate to the special needs of elderly victims.

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

A. **Mandatory Services:**

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

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

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

2. TIME AND PERFORMANCE:

Said services of the **CITY** are to, and the **CITY** certifies did, commence on October 1, 2022 and shall terminate on September 30, 2023. The **COUNTY** and the **CITY** can automatically renew this **AGREEMENT** in writing for a successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from **Cal OES**.

3. COMPENSATION:

In consideration of the services provided under this **AGREEMENT**, the **COUNTY** shall allocate to the **CITY**, as a contract sub-grantee, an amount not to exceed \$2,178,586 for the performance period beginning October 1, 2022 and ending September 30, 2023.

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

4. ADMINISTRATION OF AGREEMENT:

A. The District Attorney (**DA**) of the **COUNTY**, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full

1 authority to act for the **COUNTY** in the administration of this **AGREEMENT** consistent
2 with the provisions contained herein.

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

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

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

14 All **PARTIES** agree to be bound by all applicable Federal, State and local laws,
15 ordinances, regulations, and directives as they pertain to the performance of this
16 **AGREEMENT**. All **PARTIES** agree to comply with the guidelines set forth in the Cal
17 OES 2022 Subrecipient Handbook, which can be found at [https://www.caloes.ca.gov/
18 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)
19 and which is incorporated herein to this **AGREEMENT**.

20 **6. DISCRIMINATION:**

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

24 **7. ACCOUNTING:**

25 The **CITY** must establish and maintain on a current basis an adequate
26 accounting system in accordance with the U.S. General Accounting Office Standards for

1 audit of governmental organizations, programs, activities and functions issued by the
2 U.S. General Accounting Office.

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

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

9 **9. AUDIT PROVISIONS:**

10 The **CITY** shall comply with the Cal OES 2022 Recipient Handbook, Section
11 8151.1 (b), in securing a financial audit. The **CITY** may budget up to one and a half
12 percent (1.5%) of the total grant award for the financial audit cost. The **CITY** shall make
13 available to the **COUNTY**, the Controller of the State of California, **Cal OES** and their
14 authorized representatives for purposes of inspection and audit, any and all of its books,
15 papers, documents, financial and other records pertaining to the operation of this
16 **AGREEMENT**. The aforesaid records shall be available for inspection and audit during
17 regular business hours throughout the term of this **AGREEMENT**, and for a period of
18 seven (7) years after the expiration of the term of this **AGREEMENT**.

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

20 The **CITY** shall permit the **COUNTY**, and authorized representatives of **Cal OES**,
21 to inspect and review its facilities and program operations intermittently upon request by
22 the **COUNTY** and **Cal OES**. Said representatives may monitor the operations of this
23 **AGREEMENT** to ensure compliance with all applicable laws and regulations. In the
24 event that any such inspection reveals a violation of any provision of this **AGREEMENT**
25 and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within
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a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate this **AGREEMENT** by giving the **CITY** ten (10) days written notice of such termination.

11. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:

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

12. TERMINATION AND TERMINATION COSTS:

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

13. INDEPENDENT STATUS:

Both **PARTIES** hereto in the performance of this **AGREEMENT** will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agent of one party shall not be deemed

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or construed to be the agent or employees of the other party for any purpose whatsoever.

14. ASSIGNMENT:

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

15. HOLD HARMLESS:

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

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

1 **16. MONITORING:**

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

5 **17. NOTICES:**

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

7 **SHAUN GIPSON**, Special Assistant
8 District Attorney
9 Bureau of Administrative Services
County of Los Angeles
211 West Temple Street, Suite 200
Los Angeles, CA 90012-3205

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

11 **KATHLEEN KENESLY**, Executive Assistant City Attorney
12 City of Los Angeles
13 800 City Hall East
200 North Main Street, 8th Floor
14 Los Angeles, CA 90012-4133

15 **18. WAIVER:**

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

22 **19. ALTERATION OF TERMS:**

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

1 effective unless made in the form of a written amendment to this **AGREEMENT** formally
2 approved and executed by both **PARTIES**.

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

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

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

12
13 County of Los Angeles (**COUNTY**)

City of Los Angeles (**CITY**)

14
15 By 
16 George Gascon, District Attorney

By _____
Michael N. Feuer, City Attorney

17 Date: 8-25-22

Date: _____

18
19 APPROVED AS TO FORM BY
20 ACTING COUNTY COUNSEL:

APPROVED AS TO FORM BY
CITY COUNSEL:

21 DAWYN R. HARRISON

MICHAEL N. FEUER

22
23 By 
24 Elizabeth Pennington
25 Deputy County Counsel

By _____
Barak Vaughn
Deputy City Attorney