STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

June 19, 2007

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 TO ACCEPT GRANT FUNDS FROM THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES (OES) FOR THE VICTIM-WITNESS ASSISTANCE PROGRAM (VWAP) FOR FISCAL YEARS (FY) 2005-06 AND 2006-07 ALL DISTRICTS (3-VOTES)

IT IS RECOMMEND THAT YOUR BOARD:

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to accept the grant award for VWAP from OES in the amount of $3,427,269 for FY 2006-07. Of the awarded amount, the District Attorney's Office (DA) was allocated $2,570,452 and the Los Angeles City Attorney's Office (City), was allocated $856,817 as a subgrantee.

2. Ratify the DA's acceptance, on behalf of the County, of the grant award for VWAP from OES in the amount of $3,423,490 for FY 2005-06. Of the awarded amount, the DA was allocated $2,567,619 for FY 2005-06 and the City was allocated $855,871 as a subgrantee. There was no net County cost for this program.

3. Instruct the Chair to approve the enclosed Agreement between the Los Angeles County DA and the City as VWAP guidelines (Penal Code §13835 et seq.) allow only one program provider in each County. OES has allocated grant funds to the City to participate in VWAP as a subgrantee of the County. The Agreement states that the City will provide victim-witness services at the Van Nuys City Hall, San Pedro City Hall, and seven police stations.

4. Authorize the DA or his designee, on behalf of the County, to serve as Project Director and to sign and approve revisions to the Grant Award Agreement that do not increase the net County cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Constitution, Article I Section 28 (a) mandates safeguards in the criminal justice system to fully protect the constitutional rights of crime victims. The District Attorney's VWAP has been providing a full range of comprehensive victim services throughout the County of Los Angeles since 1977. The 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.

Board approval is required to accept the grant funds and to enter into the Agreement between the DA and City. The Agreement has been approved as to form by County Counsel and includes the two-year grant period.

Board ratification of the DA's acceptance of the 2005-06 VWAP grant award is requested at this time as a result of late OES notification in FY2005-06. The Board Letter was prepared and cleared at that time, but was not filed prior to the end of the fiscal year. When this oversight was discovered, it was well into the 2006-07 fiscal year. Staffing shortages and workload contributed to this oversight. County Counsel and CAO staff recommended that approval for the two grant years be requested in one Board Letter and in conjunction with the 2006-07 VWAP grant award notification received on March 6, 2007. There is no negative fiscal impact associated with this action.

Implementation of Strategic Plan Goals

This program is part of the District Attorney's commitment to assist underserved victims and families of crime by alleviating trauma and the destructive effects of crime on their lives. Acceptance of the grant award supports the County's Strategic Plan Goal No. 4, Fiscal Responsibility by securing available revenue to offset program costs.

FISCAL IMPACT/FINANCING

Funding for VWAP was included in the DA's 2005-06 and 2006-07 budget. The Los Angeles County DA was awarded grant funds in the amount of $3,423,490 for the period of July 1, 2005 to June 30, 2006, and $3,427,269 for the period of July 1, 2006 to June 30, 2007. Of these amounts, the DA was allocated $2,567,619 and 2,570,452, respectively. The City was allocated 25% of each grant award or $855,871 in FY 2005-06 and $856,817 in FY 2006-07.

There is no net County cost as program costs were fully offset in FY 2005-06 and are projected to be fully offset in FY 2006-07.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Penal Code Section §13835 provides for the establishment and funding of local comprehensive service centers for victims and witnesses of crime. The District Attorney's Victim-Witness Assistance Program operates 29 victim service centers, and the City Attorney's victim services program operates another 10 centers. As mandated by statute, the program assists victims of all types of crimes. The range of victim services provided has expanded over the years and staff training has increased to meet the changing needs of victims.

Despite the overall reduction in violent crime rates within the state, the need for victim advocate services in Los Angeles County remains strong. In 2005, the Los Angeles Police Department reported 487 homicides, 928 forcible rapes, 13,458 robberies and 15,502 aggravated assaults. The Los Angeles County Sheriff's Department reported 382 homicides, 626 forcible rapes, 5,832 robberies and 11,405 aggravated assaults for the same period. These figures do not include the violent crime statistics for the 45 other police agencies in Los Angeles County.

In the previous two fiscal years VWAP has provided services to the following victims:

Fiscal Year	New Victims Served	Domestic Violence	Sex Assault Victims	Family Survivors of Homicide Victims
2004-05	19,281	4,793	3,983	2,638
2005-06	19,585	4,521	4,605	2,835

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 authorization to accept the grant awards for these programs, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board Letter and Agreement to Ms. Patricia Orozco, Los Angeles County District Attorney's Office, Contracts and Grants Unit, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Orozco at (213) 202-7651.

Respectfully submitted,

S.L. Cooley

STEVE COOLEY
District Attorney

al

Attachments

c: Chief Administrative Officer
County Counsel

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

AGREEMENT FOR VICTIM-WITNESS

ASSISTANCE PROGRAM

THIS AGREEMENT, is made and entered into this _____ day of _____, **2007**, in the City of Los Angeles, California, by and between the **COUNTY** of Los Angeles, a county and political subdivision of the State of California (herein after referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the law of the State of California (hereinafter referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**;

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

WHEREAS, the State of California's Office of Emergency Services (hereinafter referred to as OES) has awarded the **COUNTY** funds to provide victim-witness services, of which $2,570,452 will be utilized by the **COUNTY**; the remainder, $856,817 will be allocated to the City Attorney, as a subgrantee, for Fiscal Year 2006-07 beginning July 1, 2006 and ending June 30, 2007; and $2,567,619 was utilized by the **COUNTY** for Fiscal Year 2005-06 beginning July 1, 2005 and ending June 30, 2006; the remainder, $855,871 was allocated to the City Attorney, as a subgrantee, to provide victim-witness services for the same period; and

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

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

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

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

1. SCOPE OF SERVICES:

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

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

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

A. **Mandatory Services**:

- crisis intervention

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

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

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

2. TIME AND PERFORMANCE:

Said services of the **CITY** are to, and the **CITY** certifies did, commence on July 1, 2005 and shall terminate on June 30, 2007. The **COUNTY** and the **CITY** can automatically renew this Agreement in writing for one successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from the OES.

3. COMPENSATION:

In consideration for the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a sub-grantee, the following amounts:

A. 2006-2007 FISCAL YEAR: For performance of the services described herein, the **COUNTY** shall allocate to the **CITY,** as a sub-grantee, an amount not to exceed $856,817 for Fiscal Year 2006-2007.

B. 2005-2006 FISCAL YEAR: For performance of the services described herein, the **COUNTY** has already allocated to the **CITY,** as a sub-grantee, $855,871 for Fiscal Year 2005-2006. The **CITY** acknowledges full receipt and satisfaction of this amount.

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

If the **COUNTY** does not receive the full amount promised by the OES for Fiscal Year 2006-2007 as set forth in this Agreement, the **CITY** acknowledges that their portion will be reduced in an amount to be solely determined by the **COUNTY.**

4. ADMINISTRATION OF AGREEMENT:

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

the provisions contained herein.

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

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

5. COMPLIANCE WITH LAWS & DIRECTIVES:

All **PARTIES** agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. All **PARTIES** agree to comply with the guidelines set forth in the OES Recipient Handbook, which can be found at http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/2006%20RecipHandbk-MainLinks/$file/2006%20Handbook-WebVersion.pdf, and which is incorporated herein to this Agreement.

6. DISCRIMINATION:

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

7. ACCOUNTING:

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

8. CHANGES IN AGREEMENT AMOUNT:

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

9. REQUEST FOR FINAL PAYMENT:

The **COUNTY** reserves the right to withhold 10 percent (10%) of the Agreement amount on a completed program until a Certification of Completion is issued by the **COUNTY**.

10. AUDIT PROVISIONS:

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

11. PROGRAM EVALUATION AND INSPECTION:

The **CITY** shall permit the **COUNTY**, and authorized representatives of the OES, to inspect and review its facilities and program operations from time to time as may be requested by the **COUNTY** and the OES. Said representatives may monitor the operations of this Agreement to assure compliance with all applicable laws and regulations. In the event that any such inspection reveals violation of any provision of

this Agreement and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within 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.

12. 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 the OES from such audit exceptions.

13. 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 the OES funding for the Agreement activity. In such event, the **CITY** shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent the 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.

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

15. 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.

16. HOLD HARMLESS:

A. Neither the **COUNTY** nor any office 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.

17. MONITORING:

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

18. NOTICES:

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

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

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

ROCKY DELGADILLO
Los Angeles City Attorney
City of Los Angeles
200 North Main Street, Room 800,
City Hall East
Los Angeles, CA 90012

19. WAIVER:

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

20. ALTERATION OF TERMS:

This writing fully expresses all understandings between the **PARTIES** concerning the matters covered herein and shall constitute the total Agreement. No

addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the **PARTIES**, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

21. GOVERNING LAW, JURISDICTION AND VENUE:

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested by the Executive Office-Clerk thereof, and the **CITY** has caused this Agreement to be subscribed in its behalf by its duly authorized officer, as of the date set forth below.

County of Los Angeles

By _____
Chair, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

Attest: Sachi A. Hamai
Executive Officer, Clerk of
the Board of Supervisors

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

By _____
Deputy

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By _____
Deputy

City of Los Angeles

By _____
Chief Deputy City Attorney
(Title)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 – JUN 19 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76192

36 JUN 19 2007

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding $100,000

Department: District Attorney

Grant Project Title and Description VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)

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 subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP provides services to approximately 20,000 victims, annually.

Funding Agency	**Program (Fed. Grant # /State Bill or Code #)**	**Grant Acceptance Deadline**
Office of Emergency Services (OES)	**Penal Code Section 13835 et seq.**	

Total Amount of Grant Funding: $3,423,490 FY2005-06
$3,427,269 FY 2006-07

County Match: N/A

Grant Period: **Begin Date:** July 1, 2005 **End Date:** June 30, 2007

Number of Personnel Hired Under This Grant: FY06-07: **Full Time:** 38 **Part Time** 3

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 X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No
Is the County obligated to continue this program after the grant expires? Yes ____ No X

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 X

b). Identify other revenue sources Yes ____ No X

(Describe)_____

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

Impact of additional personnel on existing space:

None.

Department Head Signature S.L. Cooper **Date** 5/29/07