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

October 2, 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 AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY AND THE CITY OF LOS ANGELES TO CONTINUE THE VICTIM-WITNESS ASSISTANCE PROGRAM (VWAP) FOR FISCAL YEAR (FY) 2007-08 (SECOND DISTRICT) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Instruct the Chair to approve the enclosed Agreement between the Los Angeles County District Attorney's Office (DA) and the Los Angeles City Attorney's Office (City) which allows the City to participate, as a sub-grantee, in the VWAP and allocates Office of Emergency Services (OES) grant funds in the amount of $855,872 for the period of July 1, 2007 to June 30, 2008.

2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director and to sign and approve amendments to the Agreement that do not increase the net County cost of the Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 6, 2007 your Board authorized the DA to apply for and accept OES funds for the VWAP in the amount of $3,423,490, of which the DA was allocated $2,567,618 and the City was allocated $855,872 (25%) as a sub-grantee. The OES requires an agreement between the County and the City which defines the roles and amount allocated to each agency.

Board approval is required to enter into this Agreement, which has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

The VWAP 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. The City's participation and funding allocation supports Goal No. 3, Organizational Effectiveness, to enhance organizational effectiveness across jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The DA was awarded grant funds in the amount of $3,423,490 for the period of July 1, 2007 to June 30, 2008. The DA was allocated $2,567,618 of this amount and the City was allocated $855,872. The DA will include the City expenses in quarterly claims and pay the City from the funds received from OES.

Funding for VWAP was included in the DA's 2007-08 budget.

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 DA'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 City will provide Victim-Witness services at their Central Office in Los Angeles, the Van Nuys City Hall, San Pedro City Hall, and seven police stations.

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 approve the Agreement, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board Letter and Agreement to Mr. Albert Ablaza, 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 Mr. Ablaza at (213) 202-7683.

Respectfully submitted,

S.L. Cooley

STEVE COOLEY
District Attorney

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Attachments

c: Chief Executive Office
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 in the amount of $3,423,490 to provide victim-witness services, of which $2,567,618 will be utilized by the **COUNTY**; the remainder, $855,872 will be allocated to the City Attorney, as a subgrantee, for Fiscal Year 2007-08 beginning July 1, 2007 and ending June 30, 2008; 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 Central Office of the City Attorney, 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 and survivors of homicide victims;
- 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
- 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, 2007 and shall terminate on June 30, 2008. 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, an amount not to exceed $855,872 for Fiscal Year (FY) 2007-2008.

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 FY 2007-2008 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. 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.

10. 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.

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 the 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 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.

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 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 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.

16. 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.

17. 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

18. 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.

19. 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**.

20. 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 _____
Rockard J. Delgadillo
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 OCT 02 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

#47 OCT 2 2007

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