

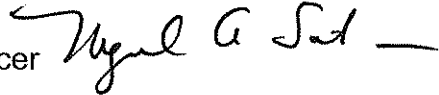
CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0150-03892-0066

Date: August 14, 2013

To: The Mayor
The CouncilAttn: Mandy Morales, Mayor's Office
John White, City Clerk's Office

From: Miguel A. Santana, City Administrative Officer

Subject: **GRANTS PILOT PROGRAM – GRANT ACCEPTANCE PACKET FOR CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES), 2013-14 VICTIM ASSISTANCE PROGRAM (VAP) SUB-AWARD THROUGH LOS ANGELES COUNTY**

Attached is the Grant Acceptance Packet for the 2013-14 Victim Assistance Program Sub-award in the amount of \$962,338 received by the City Attorney's Office. As a participant in the Grants Pilot Program, this department submitted the packet for review and analysis by the CAO Grants Oversight Unit and the appropriate CAO Analyst.

In accordance with the approved procedures for the Pilot, this Office reviewed the Packet for completeness, conducted a concise analysis and prepared a Fiscal Impact Statement. The Grant Acceptance Packet consists of the following:

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award
- Sub-Award Agreement with the Office of the District Attorney, Los Angeles County

If you have any questions about the Grants Pilot Program or the procedures for the Grant Acceptance Packet, please contact Camilla Fong at 213-978-7681.

Attachments

MAS:ACA:CLF:04140016c

14 AUG 2013

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: June 2013
Grant Award Title: Victim Assistance Program		Grant Amount: \$962,338 Prior Grant Award(s): \$962,338
Awarding Agency: Los Angeles County		
Grant Agreement Number/Reference:	Performance Start Date: 07/01/13	Performance End Date: 06/30/14
<p>Purpose: The Office of the City Attorney is requesting authority to accept grant funding from the County of Los Angeles for the Victim Assistance Program (VAP). Funding in the amount of \$962,338 will provide for the continuation of victim services from July 1, 2013 to June 30, 2014.</p>		

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 is requesting approval to accept \$962,338 in grant funding for the 34th year of the Victim Assistance Program (VAP). The California Governor's Office of Emergency Services (Cal OES) awarded the County of Los Angeles \$3,849,352 to provide victim-witness services. \$962,338 will be awarded by the County of Los Angeles to the City Attorney's Office for the grant period of July 1, 2013 to June 30, 2014.

The total cost of the program is \$1,147,140, of which \$962,338 will be reimbursed to the General Fund as follows: \$713,441 in salaries, \$245,760, in fringe benefits, and \$3,137 in expenses. The City's required match is \$151,256 plus an additional contribution of \$33,546 in related costs, for a total City contribution of \$184,802. Grant funding will provide for salaries, operating expenses and fringe benefits for 11 regular authority positions (nine full-time victim advocates and two administrative support positions). Staff provides services to victims of crime and survivors of homicide victims including crisis intervention, resource and referral assistance, assistance with victim of crime claims, restitution assistance, and funeral arrangements. The victim advocates are assigned to Los Angeles Police Department (LAPD) divisions and City Attorney branch offices. According to the City Attorney's Office, 7,944 new victims received services in 2012-13.

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:

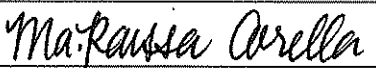
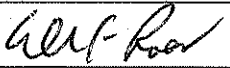
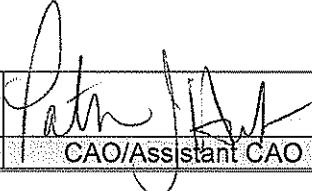
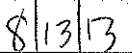
1. Approve and authorize the City Attorney or his designee to execute the contract between the City and the County of Los Angeles in the amount of \$962,338 for the period of July 1, 2013 to June 30, 2014, subject to the approval of the City Attorney as to form and legality;
2. Authorize the City Attorney or his designee to accept grant funding in the amount of \$962,338 from the County of Los Angeles;
3. Authorize the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$962,338 from the County of Los Angeles;
 - b. Establish the following appropriation account within Fund 368 as follows:
Account 12K301 - FY 13-14 Victim Assistance Program - \$962,338
4. Transfer up to \$959,201 from Fund 368, Department 12, Account 12K301 to Fund 100, Department 12, Account 5301, Reimbursement from Other Funds/Depts upon receipt of reimbursement; and,
5. Authorize the City Attorney 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.

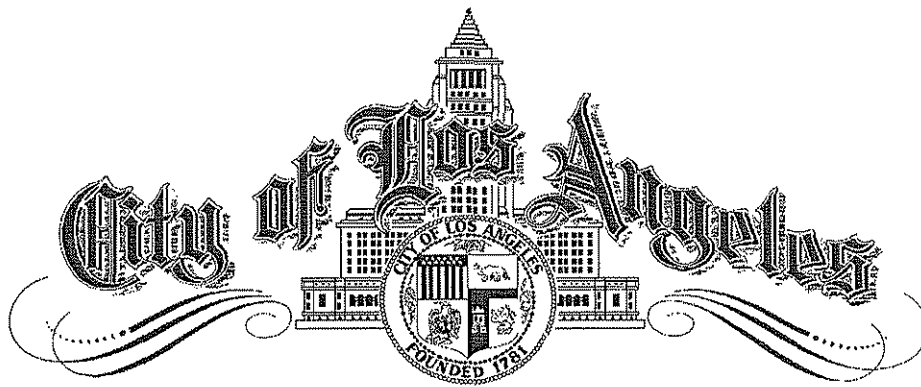
12. Fiscal Impact Statement

(X) 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 Victim Assistance Program is \$1,147,140, of which \$962,338 will be reimbursed by the County of Los Angeles for salaries, operating expenses, and fringe benefits. The General Fund impact will be \$184,802 for related costs. The acceptance of the use of the grant funds is consistent with the City's Financial Policies in that budgeted appropriations will be balanced against receipts expected from the continuation of the grant.

			
CAO Analyst	Chief	CAO/Assistant CAO	Date



MIKE FEUER
CITY ATTORNEY

August 5, 2013

The Honorable Eric Garcetti
Mayor of Los Angeles
City Hall
Los Angeles, CA 90012
Attention: Pamela Finley

Honorable Members of City Council
City of Los Angeles
City Hall
Los Angeles, CA 90012
Attention: June Lagmay

**Re: Victim Assistance Program (VAP) Grant for Fiscal Year 2013-14
Council File No. 07-1232**

Contact persons: Michiko Reyes Tel. 213 978-7020
 Kathy Colobong Tel. 213 978-2167

Dear Mayor Garcetti and Honorable Members of City Council:

The Office of the City Attorney is transmitting for your review and approval the following:

- 1) FY 2013 -14 Victim Assistance Program (VAP) **grant award** totaling \$962,338; and
- 2) FY 2013 -14 VAP **grant award agreement** between the City of Los Angeles and the County of Los Angeles. Grant funds will provide for the continuation of victim services at locations throughout the City from July 1, 2013 to June 30, 2014.

California Penal Code Section 13835 requires the funding of local victim assistance programs arising out of fines and penalties assessed by judges against offenders at the time of sentencing. In addition, the State of California receives federal Victims of Crimes Act (VOCA) and Violence Against Women Act (VAWA) federal appropriations to finance victim assistance programs. These funds are passed through to Counties through the California Governor's Office of Emergency Services (Cal OES), Law Enforcement and Victim Services Division.

VAP is in its 34th year of operation. Within the City of Los Angeles, the City Attorney's Office's Victim Assistance Program (VAP) provides services to victims of crime and

survivors of homicide victims. Grant funds pay for the salaries of eleven employees (including nine full-time victim advocates), operating expenses, and a victim emergency fund. Specially trained personnel staff Los Angeles Police Department (LAPD) divisions or at City Attorney branch offices. VAP also utilizes community agencies and volunteer student interns to provide support services. All victim advocates meet the minimum standard entry-level victim advocate qualifications and have completed the required state curriculum training for entry and advanced level victim advocates.

The County of Los Angeles has been awarded \$ **3,849,352** from the State and has confirmed its intent to make \$ **962,338** available to the City as a sub-recipient for the continued operation of VAP for FY 2013-14.

The total cost to the City Attorney's Office to administer VAP is \$ **1,147,355**. The City will be reimbursed by the County of Los Angeles with moneys received from the Cal OES. Grant funds will be used as follows:

- Salary \$ 713,441
- Fringe Benefits \$ 245,760
- Operating Expenses \$ 3,137

The remaining \$185,017 is the City's match of \$151,256 (20% of VOCA funding) and an additional \$33,761 which will cover a portion of related costs.

We, therefore, request that the City Council, subject to the approval of the Mayor, approve the following:

1. Authorize the City Attorney or designee to **APPROVE** the contract between the City and County in the amount of \$ **962,338** for the period of July 1, 2013 to June 30, 2014.
2. Authorize the City Attorney or designee to **ACCEPT** the funding in the amount of \$ **962,338** from the County of Los Angeles.
3. Authorize the City Attorney or designee to **EXECUTE** said contract, subject to the approval of the Office of the City Attorney as to form and legality.
4. That the City Council, subject to the approval of the Mayor, **AUTHORIZE** the Controller to:
 - a. Establish a receivable in the amount of \$ **962,338** from the County of Los Angeles;
 - b. Establish the following appropriation account within Fund 368 – City Attorney Grant fund, Department 12:

Honorable Eric Garcetti
City Council
August 5, 2013
Page 3 of 3

Account No.	12K301
Account Name.	FY 13-14 Victim Assistance Program
Appropriation Amount:	\$962,338

5. Authorize the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer.

Thank you for your consideration in this matter.

Very truly yours,


Leela Kapur
Chief of Staff

cc: Michiko M. Reyes
Derek Tennell
Kathy Colobong
Maria Raissa Corella - CAO

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"/> Revision <input checked="" type="checkbox"/> Sub-Allocation				
Grants Coordinator: Janette Flintoft		E-Mail: janette.flintoft@lacity.org		Phone: 213-215-5808
Project Manager: Derek Tennell		E-Mail: derek.tennell@lacity.org		Phone: 213-978-2177
Department/Bureau/Agency: City Attorney				Date: 07/10/2012
Grant Information				
Name of Grantor: CalEMA			Pass Through Agency: LA County District Attorney	
Grant Program Title: Victim Assistance Program (VAP)			Notification of Award Date: June, 2013	
Funding Source (Public or Private): <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Foundation <input type="checkbox"/> Corporation <input type="checkbox"/> Other		Grant Type: <input checked="" type="checkbox"/> Formula/Block <input type="checkbox"/> Competitive/Discretionary <input type="checkbox"/> Other		Funds Disbursement: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement
				Agency's Grant ID: CFDA # _____ Other ID # <u>C.F. No. 07-1232</u> eCivis ID# _____
Match Requirement: <input type="checkbox"/> None <input type="checkbox"/> Recommended <input type="checkbox"/> Mandatory _____ Amount = _____ % Match				
Match Type: <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> In-Kind Identify Source of Match: <u>Volunteers and general fund</u>				
Fiscal Information:		Awarded Funds \$962,338	Match/In-Kind Funds \$151,256	Additional/Leveraged Funds \$33,546
				Total Project Budget \$1,147,140
Approved Grant Budget Summary:				
Category	Awarded	Match	Additional	Explanation
Personnel				
Salaries	713,441			
Fringe Benefits	245,760	2,518		
Indirect		148,738	33,546	20% VOCA match required
Equipment				
Materials/Supplies	3,137			
Travel				
Contractual Services				
Other				
Total:	962,338	151,256	33,546	
Approved Project				
Descriptive Title of Funded Project: Victim Assistance Program				
Performance Period Start/End Dates (Month/Day/Year): Start: 07/01/13 End: 06/30/14		Citywide: <input checked="" type="checkbox"/> Affected Council District(s): Citywide Affected Congressional District(s): Citywide		
Purpose: <input type="checkbox"/> Capital/Infrastructure <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Program <input type="checkbox"/> Planning/Training <input type="checkbox"/> Pilot/Demonstration				
Identify Internal Partners (City Department/Bureau/Agency):				
Identify External Partners: Los Angeles County 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.				
The County of Los Angeles has been awarded \$3,849,352 from the State of California and has confirmed its intent to make \$962,338 available to the City as a sub-recipient, which will provide funding for the 34th year operation of the City Attorney's Victim Assistance Program (VAP). VAP provides services to victims of crime and survivors of homicide victims. Grant funds pay for the salaries of eleven employees (including nine full-time victim advocates), operating expenses, and a victim emergency fund. VAP staff is assigned to offices located in Los Angeles Police Department (LAPD) divisions or City Attorney branch offices. VAP also utilizes community agencies and student intern volunteers to provide support services.				

City of Los Angeles Grant Award Notification and Acceptance

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 total cost of VAP is ~~\$1,147,355~~ ^{\$1,147,140} as detailed on the attached budget. The grant funds total \$962,338 and will be reimbursed by the County of Los Angeles with moneys received from the CalEMA Law Enforcement and Victim Services Division. Grant funds will be used as follows: Salary - \$713,441; Fringe Benefits - ~~\$245,730~~ ^{\$245,760}; and Operating Expenses - \$3,137.

The remaining ~~\$185,017~~ ^{\$184,802} to operate VAP is the City's match of \$151,256 (20% of VOCA funding) and an additional general fund contribution of ~~\$33,761~~ ^{\$33,546}, which covers the related costs.

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 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:
MC Molitor

Department Head Signature

MC Molitor

Date: 8/5/13

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:

Amelia Singh

Date: 8/8/13

Grant Award Notification and Acceptance **Grant Project Cost Breakdown**

Grant Name: Victim Assistance Program						Department:	
Grant Project Breakdown	Grant Funds	City Funds	Non-City Funds	Total	Comments		
Salaries							
1010 Salaries General							
1020 Salaries Grant Reimbursed	713,441			713,441			
1070 Salaries As Needed							
1090 Overtime							
Salaries Total:	\$ 713,441	\$ -	\$ -	\$ 713,441			
Related Costs*							
CAP Rate							
Fringe Benefits	245,760	2,518		248,278			
Central Services		122,783		122,783			
Department Administration		59,501		59,501			
Related Costs Total:	\$ 245,760	\$ 184,802	\$ -	\$ 430,562			
Expense							
2120 Printing & Binding	0			0			
2130 Travel	520			520			
3040 Contractual Services				0			
3310 Transportation				0			
4160 Governmental Meetings				0			
6010 Office Supplies	1,617			1,617			
6020 Operating Supplies				0			
7300 Equipment				0			
Victim Emergency Funds	1,000			1,000			
Expenses Total:	\$3,137	\$0	\$0	\$3,137			
Grand Total:	\$ 962,338	\$ 184,802	\$ -	\$ 1,147,140			
*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)							
**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.							

THIS AGREEMENT, is made and entered into this 1st day of July, 2013, 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 laws of the State of California (hereinafter referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**:

WHEREAS, the State of California's Emergency Management Agency (hereinafter referred to as Cal EMA) has awarded the **COUNTY** funds in the amount of \$3,849,352 to provide victim-witness services, of which \$2,887,014 will be utilized by the **COUNTY** and the remaining portion of \$962,338 will be allocated to the City Attorney, as a subgrantee, for Fiscal Year 2013-14 beginning July 1, 2013 and ending June 30, 2014; 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, Van Nuys City Hall, San

Pedro City Hall, and at the following Los Angeles Police Stations: Harbor, Hollenbeck, Newton, Northeast, North Hollywood, Wilshire, and 77th Street Divisions, West Los Angeles; 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 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 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, 2013 and shall terminate on June 30, 2014. 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 Cal EMA.

3. COMPENSATION:

In consideration of the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed \$962,338 for Fiscal Year (FY) 2013-14.

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 Cal EMA. Any such payments shall be contingent upon the availability of the Cal EMA funds and shall not be charged upon any other **COUNTY** funds.

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 of Los Angeles, 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

1 to meet and confer to determine the best possible resolution in the interests of the client
2 population the programs serve.

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

4 All **PARTIES** agree to be bound by all applicable Federal, State and local
5 laws, ordinances, regulations and directives as they pertain to the performance of this
6 Agreement. All **PARTIES** agree to comply with the guidelines set forth in the Cal EMA
7 Recipient Handbook, which can be found at <http://www.calema.ca.gov/PublicSafetyandVictim>
8 [Services/Pages/Forms,-Handbooks,-Reports.aspx](http://www.calema.ca.gov/PublicSafetyandVictim) and which is incorporated herein to this
9 Agreement.

10 **6. DISCRIMINATION:**

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

14 **7. ACCOUNTING:**

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

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

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

25 **9. AUDIT PROVISIONS:**

26 The **CITY** shall comply with the Cal EMA Recipient Handbook, Section

1 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%)
2 of the total grant award for the financial audit cost. The **CITY** shall make available to
3 the **COUNTY**, the Controller of the State of California, the Cal EMA and their authorized
4 representatives for purposes of inspection and audit, any and all of its books, papers,
5 documents, financial and other records pertaining to the operation of this Agreement.
6 The aforesaid records shall be available for inspection and audit during regular business
7 hours throughout the term of this Agreement, and for a period of five (5) years after the
8 expiration of the term of this Agreement.

9 **11. PROGRAM EVALUATION AND INSPECTION:**

10 The **CITY** shall permit the **COUNTY**, and authorized representatives of the
11 Cal EMA, to inspect and review its facilities and program operations intermittently upon
12 request by the **COUNTY** and the Cal EMA. Said representatives may monitor the
13 operations of this Agreement to ensure compliance with all applicable laws and
14 regulations. In the event that any such inspection reveals violation of any provision of
15 this Agreement and the **CITY** fails to correct any such violation to the satisfaction of the
16 **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may
17 unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of
18 such termination.

19 **12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

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

25 ///

26 ///

1 **13. TERMINATION AND TERMINATION COSTS:**

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

14 **14. INDEPENDENT STATUS:**

15 Both parties hereto in the performance of this Agreement will be acting in
16 an independent capacity and not as agents, employees, partners, joint venturers or
17 associates of one another. The employees or agent of one party shall not be deemed
18 or construed to be the agent or employees of the other party for any purpose
19 whatsoever.

20 **15. ASSIGNMENT:**

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

26 **16. HOLD HARMLESS:**

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

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

18 **17. MONITORING:**

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

22 **18. NOTICES:**

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

25 ///

26 ///

1 JACKIE LACEY
2 District Attorney
3 County of Los Angeles
4 210 West Temple Street, Suite 18-709
5 Los Angeles, CA 90012

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

7 MICHAEL FEUER
8 City Attorney
9 City of Los Angeles
10 800 City Hall East
11 200 North Main Street, 8th Floor
12 Los Angeles, CA 90012

13 **19. WAIVER:**

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

20 **20. ALTERATION OF TERMS:**

21 This writing fully expresses all understandings between the PARTIES
22 concerning the matters covered herein and shall constitute the total Agreement. No
23 addition to, or alteration of, the terms of this Agreement, whether by written or verbal
24 understanding of the PARTIES, their officers, employees or agents, shall be valid and
25 effective unless made in the form of a written amendment to this Agreement formally
26 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

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

3 **IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** of Los Angeles
4 enter into this Agreement for the Victim-Witness Assistance Program, to be signed by
5 its duly authorized officers, as of the date set forth below.

6 County of Los Angeles

7
8 By _____
9 Jackie Lacey, District Attorney

10 Date: _____

11
12 APPROVED AS TO FORM BY
13 COUNTY COUNSEL:

14 JOHN F. KRATTLI

City of Los Angeles

15
16 By _____
17 Jennifer A.D. Lehman
Principal Deputy County Counsel

By _____
Michael Feuer, City Attorney

18 Date: _____

BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personal Services – Salaries/Employee Benefits	STATE	VOCA	VOCA Match City	FVPSA MATCH	VAWA	VAWA MATCH	COST
SALARIES							
Administrative Coordinator IV (1 @ 50%)	65,605						\$65,605
Administrative Coordinator II (1 @ 100%)	86,798						\$86,798
Witness Service Coordinator (Victim Service Coordinators) (9 @ 100%)	112,208	448,830					\$561,038
SALARY SUBTOTAL	264,611	448,830			-	-	\$713,441
FRINGE BENEFITS							
Administrative Coordinator IV (1 @ 50%) x 34.80%	22,831						\$22,831
Administrative Coordinator II (1 @ 100%) x 34.80%	27,688		2,518				\$30,206
Witness Service Coordinator (Victim Service Coordinators) (9 @ 100%) x 34.80%	39,048	156,193					\$195,241
Fringe Benefits CAP 33 @ 34.80%	89,567	156,193	2,518		-	-	\$248,278
Personal Section Totals	\$354,178	\$605,023	\$2,518	\$0	\$0	\$0	
PERSONAL TOTAL							\$961,719

BUDGET CATEGORY AND LINE ITEM DETAIL

B. Operating Expenses	STATE	VOCA	VOCA Match City	FVPSA MATCH FVPSA MATCH	VAWA	VAWA MATCH	COST
Office Supplies	1,617						\$1,617
Victim Emergency Funds	1,000						\$1,000
Printing and Binding Expenses	-						\$0
Travel							
(1) Meeting in Sacramento							
Airfare 1 @ \$300	300						\$300
Lodging 1 nt @ \$100	100						\$100
Per Diem 2 days @ \$60	120						\$120
CAP 33 Related Cost							
Central Services @ 17.21%			\$89,237				
Department Admn @ 8.34%			\$59,501				
*\$33,546 of Central Services is an additional City contribution							
Operating Section Totals	\$3,137	\$0	\$148,738	\$0	\$0	\$0	
OPERATING TOTAL							\$3,137

BUDGET CATEGORY AND LINE ITEM DETAIL

[illegible]

Budget Narrative

The funding received from the grant pays for the salaries of eleven employees:

- 1 Administrative Coordinator IV at 50%
- 1 Administrator Coordinator II
- 9 Victim Service Coordinators

All victim advocates meet the minimum entry level standards consistent with the goal of increased competency of victim/witness personnel and all advocates have completed the forty-hour "Entry Level Victim Advocate Mandatory Training." Eight of the nine advocates have completed the "Advanced Level Victim Advocate Training".

The advocates are assigned to one of the ten field offices located throughout the city. Eight of them are located directly in Los Angeles Police Department Divisions and two are located in branches of the Los Angeles City Attorney. The victim advocates 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 survivors of homicide victims.

Program activities and services provided include:

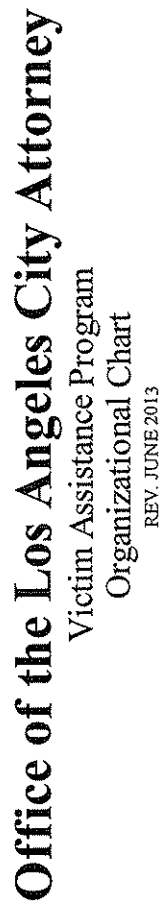
1. crisis intervention counseling
2. emergency assistance
3. follow-up counseling
4. resource referrals
5. criminal justice orientation and court support
6. criminal court case information
7. restitution and victim impact statement assistance
8. assistance in filing for the State Victims of Crime Compensation claims
9. recruit, train and supervise program volunteers
10. program presentations

Applicant: LOS ANGELES CITY

Grant Number: VW 13320190

The funds also pay for the following operating expenses that are necessary to support the stated objectives and activities.

- Victim Emergency Fund
- Office Supplies
- Training/Travel



```

graph TD
    PD["Program Director  
(1) Administrative Coordinator IV"] --> AD["Assistant Director  
(1) Administrative Coordinator II"]
    AD --> V["Volunteers  
Recruitment, Training, Supervision"]
    AD --> DS["DIRECT SERVICES"]
    AD --> CVU["CLAIMS VERIFICATION UNIT  
(1) Administrative Coordinator I"]
    CVU --> LCI["(1) Legal Clerk I"]
    DS --> VSC["Van Nuys City Attorney Office  
(1) Victim Service Coordinator"]
    DS --> VSC2["LAPD - 77TH  
(1) Victim Service Coordinator"]
    DS --> VSC3["LAPD Harbor  
(1) Victim Service Coordinator"]
    DS --> VSC4["LAPD Hollenbeck  
(1) Victim Service Coordinator"]
    DS --> VSC5["LAPD Newton  
(1) Victim Service Coordinator"]
    DS --> VSC6["LAPD North Hollywood  
(1) Victim Service Coordinator"]
    DS --> VSC7["LAPD Northeast  
(1) Victim Service Coordinator"]
    DS --> VSC8["LAPD Olympic  
(1) Victim Service Coordinator"]
    DS --> VSC9["LAPD Wilshire  
(1) Victim Service Coordinator"]
    DS --> UV["UV LGBT-Central Office  
(1.5) Victim Service Coordinator"]
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EMERGENCY FUND PROCEDURES

City of Los Angeles

VW13320190

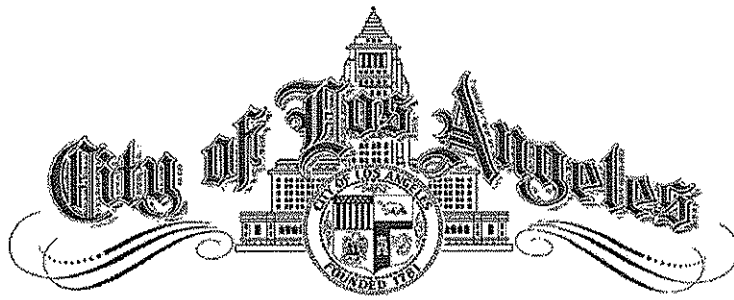
RECIPIENT NAME

GRANT NUMBER

In order for a project to develop an emergency fund with grant funds, certain criteria must be maintained. "Emergency" is defined as any immediate financial intervention in response to a victim's basic needs such as: temporary emergency shelter, food, transportation, clothing, and medical care.

Due to the nature of these Emergency funds, they need to be easily accessible. Some safeguards are necessary and accountability of these funds be maintained. For effective management and audit purposes, the following procedures must be maintained:

1. The emergency fund and regular grant allocation must be kept in separate accounts.
2. Vouchers, receipts, and canceled checks must be maintained for audit purposes.
3. The authority to make payments from the emergency fund rests with the Chief Executive of the agency. Authority to draw on the emergency fund has been delegated by the Chief Executive to Derek Tennell, Program Director.
Checks require a counter signature in order to be valid. CalEMA must be notified in writing of any changes in responsibility within ten days of the change.
4. If an imprest cash fund is used, the name, address and signature of the recipient will be maintained, as well as the date, amount and reason for the request.
5. Grant funds will not be commingled with other emergency monies.
6. As checks are drawn against the fund, a copy will be sent to the person in charge of the project's accounting.
7. This fund will be used only in the absence of another community resource, and only in the case of an emergency.
8. Verification of the crime, if applicable, will be made with local law enforcement. A copy of the crime report or verification slip will be kept on file.
9. Payments will be limited to payment for goods or services. A credit system, in lieu of cash payment, will be explored with local merchants. Direct cash allotments will be limited to no more than \$100 per individual. Victims are not eligible to draw on the emergency fund for more than one crime incidents per year.
10. Records will reflect whether the emergency money is considered a loan and full or partial repayment is expected, or whether the money is an outright gift. Any repayments will be considered project income and must be used to reimburse the emergency fund.



OFFICE OF THE LOS ANGELES CITY ATTORNEY
Victim Assistance Program
Multiple Field Offices

CENTRAL OFFICE # 16

201 North Los Angeles Street, Room 301B
Los Angeles, CA 90012

(213) 978-2097 Public Inquiry Phone
(213) 978-2179 Fax
(213) 979-8310 TDD

Program Director: **DEREK TENNELL** (213) 978-2097
E-Mail: Derek.Tennell@lacity.org
Assist. Director: **KATHY COLOBONG** (213) 978-2167
E-Mail: Kathy.Colobong@lacity.org
Coordinator: **JOANNE ZARATAN** (213) 978-2172
E-Mail: Joanne.Zaratan@lacity.org

After Hours Emergency Contact: Kathy Colobong (213) 215-1069

OFFICE LOCATIONS

Kathy Colobong, Direct Supervisor
Phone: (213) 978-2167 E-Mail Address: kathy.colobong@lacity.org

HARBOR AREA LAPD # 18

2175 John S. Gibson Blvd
San Pedro, CA 90731

YOLANDA IRVINE

(310) 726-7786 Phone
(310) 726-7980 Fax
E-Mail: Yolanda.Irvine@lacity.org

NORTH HOLLYWOOD AREA LAPD # 23

11640 Burbank Blvd.
North Hollywood, CA 91601

ESTHER NIELL (s)

(818) 623-4056 Phone
(818) 623-4121 Fax
E-Mail: VA004@lapd.lacity.org

HOLLENBECK AREA LAPD # 103

1936 E. First Street
Los Angeles, CA 90033

PAULA RAMOS (s)

(323) 266-6465 Phone
(323) 266-7775 Fax
E-Mail Address: VA001@lapd.lacity.org

VAN NUYS CITY ATTORNEY'S OFFICE # 19

6262 Van Nuys Blvd., Room 151
Van Nuys, CA 91401

(818) 374-3333 Public Inquiry Phone

(818) 374-3313 Fax

GABRIELA CASTILLO (s)

E-Mail: Gabriela.Castillo@lacity.org

EDWAR HUIZA (s) (M, W)

E-Mail: Edwar.Huiza@lacity.org

NEWTON AREA LAPD # 21

3400 South Central Ave.
Los Angeles, CA 90011

JULIE BRIONES (s)

(323) 846-5374 Phone
(323) 846-6586 Fax
E-Mail: VA002@lapd.lacity.org

WILSHIRE AREA LAPD # 25

4861 Venice Blvd.
Los Angeles, CA 90019

DORIS CHIRIBOGA (s)

(213) 922-8238 Phone

(213) 473-0452 Fax

E-Mail: VA006@lapd.lacity.org

NORTHEAST AREA LAPD # 22

3353 San Fernando Road
Los Angeles, CA 90065

EDWAR HUIZA (s) (T, TH, F)

(213) 485-3240 Phone

(213) 847-0669 Fax

E-Mail: VA003@lapd.lacity.org

77TH STREET AREA LAPD # 20

7600 South Broadway St.
Los Angeles, CA 90003

(213) 485-8848 Public Inquiry Phone

(213) 847-0667 Fax

ANGELA MORENO (s)

E-Mail Address: VA008@lapd.lacity.org

Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals		Date OA Signed (xx/xx/xxxx)	Dates of OA From: To:	
1.	Los Angeles Police Department (LAPD)	05/16/2011	07/01/11	to 06/30/14
2.	Center for the Pacific Asian Family, Inc. (CPAF)	Pending	07/01/13	to 06/30/15
3.	Loved Ones Victim Services (LOVS)	Pending	07/01/13	to 06/30/15
4.	Peace Over Violence	Pending	07/01/13	to 06/30/15
5.	Valley Trauma Center	Pending	07/01/13	to 06/30/15
6.	Mothers Against Drunk Driving	Pending	07/01/13	to 06/30/15
7.	Asian Pacific Women's Center (APWCLA)	Pending	07/01/13	to 06/30/15
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Use additional pages if necessary.

PROJECT CONTACT INFORMATION

Recipient Los Angeles City Attorney Grant Number _____

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Derek Tennell Title: Program Director

Telephone #: (213) 978-2177 Fax#: (213) 978-2111 Email Address: Derek.Tennell@lacity.org

Address/City/Zip + 4: 201 North Los Angeles Street, Rm 301B - Los Angeles, CA 90012-3307

2. The **Financial Officer** for the project:

Name: Michiko Reyes Title: Budget Director

Telephone #: (213) 978-7020 Fax#: (213) 978-8316 Email Address: Michiko.Reyes@lacity.org

Address/City/Zip + 4: 200 North Main Street, room 800 - Los Angeles, CA 90012-4133

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Kathy Colobong Title: Assistant Director

Telephone #: (213) 978-2167 Fax#: (213) 978-2179 Email Address: Kathy.Colobong@lacity.org

Address/City/Zip + 4: 201 North Los Angeles Street, Room 301B - Los Angeles, CA 90012-3307

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Michiko Reyes Title: Budget Director

Telephone #: (213) 978-7020 Fax#: (213) 978-8316 Email Address: Michiko.Reyes@lacity.org

Address/City/Zip + 4: 200 North Main Street, Room 800 - Los Angeles, CA 90012-4133

5. The **Executive Director** of a nonprofit organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Mike Feuer Title: City Attorney

Telephone #: (213) 978-8100 Fax#: (213) 978-8312 Email Address: Mike.Feuer@lacity.org

Address/City/Zip + 4: 200 North Main Street, Room 800 - Los Angeles, CA 90012-4133

6. The **Official Designated** by the Governing Board to enter into the Grant Award Agreement for the city/county or Community-Based Organization, as stated in Block 14 of the Grant Award Face Sheet:

Name: Mike Feuer Title: City Attorney

Telephone #: (213) 978-8100 Fax#: (213) 978-8312 Email Address: Mike.Feuer@lacity.org

Address/City/Zip + 4: 200 North Main Street, Room 800 - Los Angeles, CA 90012-4133

7. The **chair** of the **Governing Body** of the recipient:

Name: Eric Garcetti Title: Mayor

Telephone #: (213) 978-0600 Fax#: (213) 978-0750 Email Address: Eric.Garcettie@lacity.org

Address/City/Zip + 4: 200 North Spring Street, Room 303 - Los Angeles, CA 90012-3239

PROJECT CONTACT INSTRUCTIONS

1. Provide the name, title, address, telephone number, fax number and e-mail address for the **Project Director** for the project.
2. Provide the name, title, address, telephone number, fax number and e-mail address for the **Financial Officer** for the project.
3. Provide the name, title, address, telephone number, fax number and e-mail address for the **person** having **routine programmatic responsibility** for the project.
4. Provide the name, title, address, telephone number, fax number and e-mail address for the **person** having **routine fiscal responsibility** for the project.
5. Provide the name, title, address, telephone number, fax number and e-mail address for the **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (e.g. chief of police, superintendent of schools) for the implementing agency.
6. Provide the name, title, address, telephone number, fax number and e-mail address for the **person** who is the **Official Authorized** to enter into the Grant Award Agreement for the city/county or Community-Based Organization, as stated in Section 14 of the Grant Award Face Sheet (Cal EMA 2-101)(formerly OES A301).
7. Provide the name, title, address, telephone number, fax number and e-mail address for the **Chair** of the **governing body** of the recipient.