

**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
Review of Grant Award and Acceptance Determination

<b>Recipient City Department:</b> Office of the City Attorney		<b>Award Notification Date:</b> Rolling	
<b>Grant Award Title:</b> Joint Powers of Verification Unit		<b>Grant Amount:</b> \$689,354 <b>Prior Grant Award(s):</b> \$2,068,062	
<b>Awarding Agency:</b> California State Victim Compensation and Government Claims Board			
<b>Grant Agreement Number/Reference:</b>	<b>Performance Start Date:</b> 07/01/15	<b>Performance End Date:</b> 06/30/16	
<b>Purpose:</b> The City Attorney's Office requests authority to accept grant funding from the California Victim Compensation and Government Claims Board for the Joint Powers of Verification Unit. Funding in the amount of \$689,354 will provide reimbursement for staff conducting claims verifications from July 1, 2015 to June 30, 2016.			

<b>Checklist for Grant Acceptance:</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<b>1. Authority for Grant Acceptance</b>				
• Department requests acceptance of the Grant	X			( ) Terms/Conditions outlined in Award Notice/Grantor Agreement
<b>2. Match Requirement Review</b>				
• Match Sources Identification completed			X	( ) Obtain match requirements from Award Notice/Grantor Agreement
• Additional Funds requested		X		( ) Submit to CAO for review
<b>3. Charter Section 1022 Determination</b>				
• Charter Section 1022 findings completed			X	( ) Submit to CAO for review and determination
<b>4. Provisions for Grant-Funded Contracts</b>				
• Standard and Grantor Provisions or equivalent language is included			X	( ) Incorporate Provisions or Language into proposed agreement
• 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
<b>5. Personnel Authorities</b>				
• Department has submitted a request for position(s)		X		( ) Review documents and make determination
<b>6. Grant Implementation Recommendations</b>				
• Department has submitted grant implementation instructions	X			( ) Submit to CAO for review
<b>7. Controller Instructions for Fund/Accounts Set-Up</b>				
• Department has requested Funds/Accounts Set-up	X			
<b>8. Governing Body Resolution/Certification</b>				
• Department has submitted Resolution/Certification			X	( ) Submit to CAO and City Attorney for review
<b>9. Fiscal Impact Analysis</b>				
• Department has submitted Fiscal Impact Statement	X			( ) Submit to CAO for review and determination

**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
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**10. Grant Award Summary**

The City Attorney's Office requests authority to accept \$689,354 in grant funding for the Joint Powers of Verification Unit (JPVU). The State of California's Victim Compensation and Government Claims Board awarded the County of Los Angeles \$8,272,242 for a three-year grant from July 1, 2015 to June 30, 2018. The County awarded \$2,068,062, or \$689,354 annually, to the City as a subgrantee. This request to accept \$689,354 in grant funding pertains to the first year of the grant program, from July 1, 2015 to June 30, 2016. Acceptance of grant funding for the next two years will be requested in the future.

The total cost of the program is \$906,087, of which \$689,354 will be reimbursed to the General Fund as follows: \$516,156 in direct salaries, \$170,022 in fringe benefits, and \$3,176 in expenses. There is no required match for this grant, however, the City will be required to contribute \$216,733 in central services costs and department administration costs. No additional General Fund appropriations are necessary.

Grant funding will provide for salaries, fringe benefits and operating expenses for eight positions, consisting of one Administrative Coordinator IV, one Administrative Coordinator I, one Legal Clerk I and five Witness Service Coordinators. These positions will assist victims of crime in submitting and verifying claims for unreimbursed financial losses. According to the City Attorney's Office, approximately 2,470 new claims and 14,892 continuing claims for medical/mental health expenses, loss of support, wage loss, funeral expenses and moving/relocation expenses were processed in 2014-15. No additional position authorities are requested as these positions are authorized through the 2015-16 Personnel Authority Resolution.

**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:

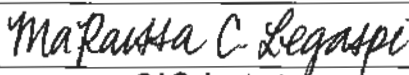
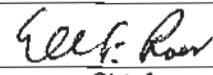
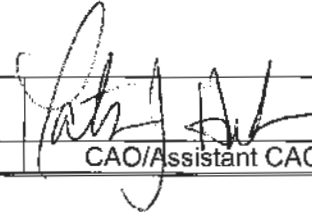
1. Approve and authorize the City Attorney, or his designee, to execute the agreement between the City of Los Angeles and the County of Los Angeles for the Victim Compensation and Government Claims Board Claims Verification Program for the period of July 1, 2015 to June 30, 2018;
2. Authorize the City Attorney, or his designee, to accept grant funding in the amount of \$689,354 from the California Victim Compensation and Government Claims Board and the County of Los Angeles for the grant performance period of July 1, 2015 to June 30, 2016;
3. Authorize the Controller to:
  - a. Establish a receivable within Fund 368 in the amount of \$689,354 from the County of Los Angeles;
  - b. Establish the following appropriation account within Fund 368 as follows:  
Account 12M501 - FY 15-16 JPVU - \$689,354
  - c. Transfer \$516,156 from Fund 368, Department 12, Account 12M501 to Fund 100, Department 12, Account 001010, Salaries General
4. Transfer up to \$170,022 from Fund 368, Department 12, Account 12M501 to Fund 100, Department 12, Account 5361, Related Cost Reimb-Others, 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**

**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 Joint Powers of Verification Unit program is \$906,087, of which \$689,354 will be reimbursed by the County of Los Angeles for salaries, fringe benefits, and expenses. The General Fund impact will be \$216,733 in central services costs and department administration costs. The acceptance of the use of the grant 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	4/24/15 Date
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**MICHAEL N. FEUER**  
CITY ATTORNEY

May 29, 2015

The Honorable Eric Garcetti  
Mayor of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Mandy Morales

Honorable City Council  
City of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Holly Wolcott

**Re: Joint Powers of Verification Unit Grant for Fiscal Year 2015-16**

Contact person: Michiko Reyes (213) 978-7020  
Kathy Colobong (213) 978-2167

Dear Mayor Garcetti and Members of City Council:

The City Attorney's Office is herewith transmitting for your approval the Controller's instructions related to funding for the City Attorney's Joint Powers of Verification Unit totaling \$689,354. Council previously accepted a three year grant award (July 1, 2012 to June 30, 2015 - Council File # 08-1932) to maintain the operations of this unit to provide claims verification for victims. A renewal contract agreement will extend the operations of the Office of the City Attorney Joint Powers of Verification Unit in providing claim verifications from July 1, 2015 to June 30, 2018.

The Joint Powers of Verification grant is funded through the State Victim Compensation and Government Claims Board. Government Code Section 13959 states that it is in the public interest to assist residents of the State of California in obtaining restitution for the pecuniary losses they suffer as a direct result of criminal acts. Under this code, certain victims of crime may receive payments for unreimbursed losses directly resulting from a crime. The Joint Powers of Verification Unit enhances the City's existing services by allowing the program to expedite the "Victims of Crime Compensation Claims" verification and reimbursement process for victims who are entitled to financial assistance.

The Joint Powers Claims Verification Unit reports that it processed approximately 2,470 new claims during FY 2014-15, in addition to 14,892 continuation claims and bills for medical/mental health expenses, loss of support, wage loss, funeral/burial and/or moving/relocation expenses for ongoing claims previously processed. The value of the FY 2014-25 claims processed totals \$6 million.

The total cost for FY 2015-2016 is \$906,087 of which \$689,354 is reimbursed by the County of Los Angeles. The grant funds are detailed as follows:

Salary Expenses	\$ 516,156
Fringe Benefits	\$ 170,022
Operating Expenses	\$ 3,176

The General Fund contribution is \$ 216,733 for overhead costs (Central Services and Department Administration) not reimbursed from the grant.

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

1. **AUTHORIZE** the City Attorney or designee to accept and execute the grant award agreement in the amount of \$689,354 for continuation funding in support of the Joint Powers of Verification Unit from July 1, 2015 to June 30, 2016.
2. **ACCEPT** the funding in the amount of \$689,354 from the State Victim Compensation and Government Claims Board and the County of Los Angeles.
3. **AUTHORIZE** the Controller:
  - a. Establish a receivable from the County of Los Angeles in the amount of \$689,354.
  - b. Establish the following appropriation account within Fund 368, Department 12:

Account No. 12M501 FY 15-16 JPVU	\$ 689,354
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  - c. Transfer \$516,156 from Fund 368, Department 12, Account 12M501 to Fund 100, Department 12, Account 1010 – Salaries, General.
4. **AUTHORIZE** the City Attorney, or designee, to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

Thank you for your consideration to this matter. If you or your staff should have any questions or need any further information, please contact Michiko Reyes at (213) 978-7020 or Kathy Colobong at (213) 978-2167.

Sincerely,

  
Leela Kapur  
Chief of Staff

Cc: Miguel Santana, CAO  
Mara Legaspi, CAO  
Michiko Reyes, City Attorney  
Kathy Colobong, City Attorney

## City of Los Angeles Grant Award Notification and Acceptance

<b>Recipient Department</b>					
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Revision <input type="checkbox"/> Sub-Allocation					
Grants Coordinator: Janette Flintoft		E-Mail: janette.flintoft@lacity.org		Phone: 213-215-5808	
Project Manager: Kathy Colobong		E-Mail: kathy.colobong@lacity.org		Phone: 213-978-2167	
Department/Bureau/Agency: City Attorney			Date: 5/29/2015		
<b>Grant Information</b>					
Name of Grantor: California State Victim Compensation and Government Claims Board			Pass Through Agency: County of Los Angeles		
Grant Program Title: Joins Powers of Verification Unit			Notification of Award Date: Rolling		
Funding Source (Public or Private): <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Foundation <input type="checkbox"/> Corporation <input checked="" 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 # 08-1932 eCivis ID# _____					
Match Requirement: <input checked="" type="checkbox"/> None <input type="checkbox"/> Recommended <input type="checkbox"/> Mandatory   _____ Amount = _____ % Match					
Match Type: <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind   Identify Source of Match: _____					
<b>Fiscal Information:</b>		Awarded Funds \$689,354	Match/In-Kind Funds \$	Additional/Leveraged Funds \$216,733	Total Project Budget \$906,087
<b>Approved Grant Budget Summary:</b>					
Category	Awarded	Match	Additional	Explanation	
Personnel					
Salaries	516,156				
Fringe Benefits	170,022				
Indirect			216,733		
Equipment					
Materials/Supplies	2,176				
Travel	1,000				
Contractual Services					
Other					
Total:					
	689,354		216,733		
<b>Approved Project</b>					
Descriptive Title of Funded Project:   Joint Powers of Verification Unit					
Performance Period Start/End Dates (Month/Day/Year): Start:   07/01/2015           End: 06/30/2016			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 District Attorney					
<b>Summary</b>					
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 grant is funded through the State Victim Compensation and Government Claims Board. Government Code Section 13959 states that it is in the public interest to assist residents of the State of California in obtaining restitution for the pecuniary losses they suffer as a direct result of criminal acts. Under that code, certain victims of crime may receive payments for unreimbursed losses directly resulting from this crime. The Joint Powers of Verification Unit enhances the City's existing services by allowing the program to expedite the "Victims of Crime Compensation Claims" verification and reimbursement process for victims who are entitled to financial assistance. The County has advised the City of the State's decision to approve the grant award and has confirmed its intent to make the \$689,354 available to the City for the continued operation of the Joint Powers of Verification Unit for the fiscal year 2015-16. Program expenditures will be reimbursed through the County of Los Angeles upon submission of monthly invoices.					

## 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 project cost is \$906,087 of which \$689,354 will be reimbursed by the County of Los Angeles. There is no cash match requirement, however the general fund is requested to contribute \$216,733 towards overhead. The City is receiving the maximum reimbursement available from this grant.**

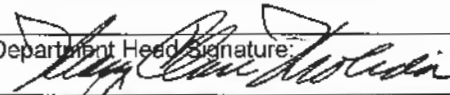
### Acceptance Packet

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 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:  
Mary Clare Molidor

Department Head Signature:



Date: 5/29/2015

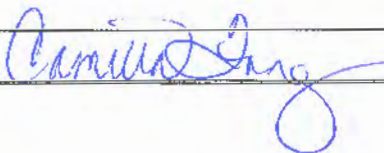
### FOR CAO USE ONLY

The Office of the City Administrative Officer, Grants Oversight Unit has reviewed the information as requested, and has determined that the Acceptance Packet is:

- Complete The Acceptance Packet has been forwarded to appropriate CAO analyst  
 Returned to Department (Additional information/documentation has been requested.)  
 Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature:



Date: 6/23/15

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

Grant Name: Joint Powers of Verification Unit		Additional Costs**			Department:		
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments	
<b>Salaries</b>							
1010 Salaries General		516,156			516,156		
1020 Salaries Grant Reimbursed		-			-		
1070 Salaries As Needed							
1090 Overtime							
<b>Salaries Total:</b>		516,156			516,156		
<b>Related Costs*</b>							
	<b>CAP Rate</b>						
Fringe Benefits	32.94%	170,022			170,022		170,022
Department Administration	18.38%		94,869		94,869		94,869
Central Services	23.61%		121,864		121,864		121,864
<b>Related Costs Total:</b>		170,022	216,733		386,755		
<b>Expense</b>							
2120 Printing & Binding							
2130 Travel		1,000			1,000.00		
3040 Contractual Services							
3310 Transportation							
4160 Governmental Meetings							
8010 Office Supplies		2,176			2,176.00		
6020 Operating Supplies							
7300 Equipment Rental							
<b>Expenses Total:</b>		3,176			3,176		
<b>Grand Total:</b>		689,354	216,733		906,087		
<p>*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)</p> <p>**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.</p>							

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

Department: City Attorney				Other Funding Sources								Comments
Project Name: Joint Powers of Verification Unit				City				Non-City				
Job Classification	Total	New	Existing	Grant Funding		Reimbursable*		Non-Reimbursable**		No.	Cost	
				No.	Cost	No.	Cost	No.	Cost			
Admin. Coord. IV	0.5		0.5	0.5	53,976	0.5	53,976					
Admin. Coord. I	1		1	1	80,012	1	80,012					
Legal Clerk I	1		1	1	50,383	1	50,383					
Wit. Svc. Coord.	1		1	1	66,357	1	66,357					
Wit. Svc. Coord.	1		1	1	66,357	1	66,357					
Wit. Svc. Coord.	1		1	1	66,357	1	66,357					
Wit. Svc. Coord.	1		1	1	66,357	1	66,357					
Wit. Svc. Coord.	1		1	1	66,357	1	66,357					
<b>Total:</b>	<b>7.5</b>	<b>0</b>	<b>7.5</b>	<b>7.5</b>	<b>516,156</b>	<b>7.5</b>	<b>516,156</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<p>Indicate classification code by each position and percentage of time spent on this grant. The amounts shown here should only reflect salary costs. Related costs (fringe benefits, department administration and central services) are separate and when combined with salaries, will result in the full costs for personnel. *Reimbursable costs are savings to the City. These costs would include all currently City-funded positions working for the specified grant program activities that will be reimbursed by grant funds.</p> <p>**Non-reimbursable costs may not be reimbursed by the Grant but could be used as a Match or as additional costs needed to enhance the program.</p>												



**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF  
LOS ANGELES FOR THE VICTIM COMPENSATION AND GOVERNMENT  
CLAIMS BOARD  
CLAIMS VERIFICATION PROGRAM**

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**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, 2015, in the City of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a County and political subdivision of the State of California (hereinafter referred to as **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as **CITY**), and both of whom collectively are referred to as **PARTIES**;

**WITNESSETH**

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

**WHEREAS**, the **COUNTY** has been awarded funds in the amount of **\$8,272,242** for a three-year period from the **STATE OF CALIFORNIA, VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD** (hereinafter referred to as **VCGCB**), of which **\$6,204,180**, or **\$2,068,060** for each year, will be utilized by the **COUNTY**; the remainder, **\$2,068,062**, or **\$689,354** for each year, will be allocated to the **CITY** as a subgrantee to provide completed claim verifications for the period of July 1, 2015 through June 30, 2018; and

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

**WHEREAS**, the **CITY** desires to continue its participation in such a program for the verification of victims' claims filed within the **CITY**; and

**WHEREAS**, the **CITY** has the capability of providing such services;  
**NOW, THEREFORE**, in consideration of the mutual covenants 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 to submit and verify claims for the unreimbursed financial losses of crime victims within the boundaries of the City of Los Angeles, as set forth herein and as set forth in the **VCGCB** Agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference.

2. **TIME AND PERFORMANCE:**

Said services of the **CITY** are to commence on or after July 1, 2015, and shall terminate on June 30, 2018.

3. **ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or her 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** shall designate a specific agent who shall have full authority to act for the **CITY** with regard to the **CITY's** performance pursuant to this Agreement.

C. The District Attorney's Victim-Witness Assistance Program and the City Attorney's Victim-Witness Assistance Program will adhere to all provisions set forth in the **VCGCB** Agreement. Should either party 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.

4. **COMPLIANCE WITH LAWS AND 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** also agree to comply with the guidelines set forth in the **VCGCB** Agreement.

5. **DISCRIMINATION:**

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

6. **COMPENSATION:**

In consideration of the services described herein, the **COUNTY** shall allocate to the **CITY**, as a subgrantee, an amount of money not exceeding the sum of six hundred eighty-nine thousand, three hundred fifty-four dollars (\$689,354) for each fiscal year, during the period of July 1, 2015 through June 30, 2018 which payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **CITY** will submit invoices for their cost to the **COUNTY** on a monthly basis. The **CITY** will be paid by the **COUNTY** out of funds received from the **VCGCB**. Any such payments shall be contingent upon the availability of **VCGCB** funds and shall not be charged upon any other funds of the **COUNTY**. If the **COUNTY** does not receive the full amount promised by the **VCGCB** as set forth in this Agreement, the **CITY** acknowledges that its portion will be reduced in an amount to be solely determined by the **COUNTY**.

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**, but are to be solely determined by the **COUNTY**. Such changes shall be effective upon written notice to the **CITY** and the **COUNTY's** Project Director.

9. **PROGRAM EVALUATION AND INSPECTION:**

The **CITY** shall make available to the **COUNTY**, the Comptroller of the State of California, the **VCGCB** 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. The **CITY** shall permit the **COUNTY** and/or the **VCGCB** and their authorized representatives to inspect and review its facilities and program operation from time to time as may be requested by the **COUNTY**, and/or the **VCGCB**. Said representatives may monitor the operations of this Agreement to assure compliance with all applicable Federal, State and local 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.

10. **TERMINATION AND TERMINATION COSTS:**

This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party. The **COUNTY** may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in **VCGCB** funding for the Agreement activity. In such event, the **CITY** shall be compensated for all services rendered up to the point of the termination notice, 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 and to the extent **VCGCB** funds are available. Payment shall be made only upon filing with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the date of termination.

11. **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.

12. **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.

13. **HOLD HARMLESS:**

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

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

14. **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 **VCGCB** Agreement and the services to be performed thereto.

15. **NOTICES:**

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

Jackie Lacey  
District Attorney  
County of Los Angeles  
211 West Temple Street, Suite 1200  
Los Angeles, CA 90012  
Attention: Bureau of Administrative Services

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

Michael N. Feuer  
Los Angeles City Attorney  
800 City Hall East, 8<sup>th</sup> floor  
200 N. Main Street  
Los Angeles, CA 90012

16. **AMENDMENTS AND VARIATIONS:**

This writing embodies the whole of the Agreement of the **PARTIES** hereto. There are no oral agreements not contained herein. No addition or variation of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

17. **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 subparagraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. **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**.

19. **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 **COUNTY** and the **CITY** enter into this Agreement for the **VCGCB** program to be signed by its duly authorized officers.

County of Los Angeles

By \_\_\_\_\_  
JACKIE LACEY  
District Attorney

APPROVED AS TO FORM BY  
COUNTY COUNSEL:  
MARK J. SALADINO

City of Los Angeles

By \_\_\_\_\_  
MICHAEL N. FEUER  
City Attorney

By \_\_\_\_\_  
JOSEPH LANGTON  
Principal Deputy County Counsel