

MICHAEL N. FEUER
City Attorney

MEMORANDUM

To: The Honorable Eric Garcetti Honorable Members of City Council
Mayor of Los Angeles City of Los Angeles
City Hall City Hall
Los Angeles, CA 90012 Los Angeles, CA 90012
Attention: Mandy Morales Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations 

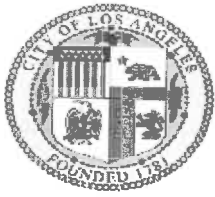
Date: July 14, 2021

Re: FY 2020/21 Joint Powers of Verification Unit Continuation Funding - Year 1/3
CF# 18-0529

Transmitted herewith for Mayor and City Council consideration is FY 2021/22 continuation funding totaling \$772,076 for a new three year term. Council previously accepted a prior three year grant term (July 1, 2018 to June 30, 2021 – Council File #18-0529) to maintain the operations of this unit to provide claims verification for crime victims.

JPVU 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 JPVU 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 payment for unreimbursed losses directly resulting from a crime.

During the first eleven months of FY 2020-2021 (July 1, 2020 through June 30, 2021), JPVU processed 1,166 new claims and 7,773 bills related to medical/mental health expenses, loss of support, wage loss, funeral/burial and/or moving/relocation expenses for ongoing claims previously processed. The value of FY 2020-21 claims processed has exceeded \$2.85 million.



City of Los Angeles
Grant Award Notification and Acceptance

Recipient Department

This Grant Award is: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Derek Tennell	E-Mail:	derek.tennell@lacity.org
Project Manager:	Derek Tennell	E-Mail:	derek.tennell@lacity.org
Department/Bureau/Agency:	City Attorney	Phone:	213-978-4518
		Date:	07/14/2021

Grant Information

Name of Grantor:		Pass Through Agency:	
California State Victim Compensation and Government Claims Board			
Grant Program Title:		Notification of Award Date:	
Joint Powers Verification Unit, FY 2021-22		06/28/2021	
Funding Source (Public / Private):	Grant Type:	Funds Disbursement:	Agency's Grant ID:
Federal	Non-Competitive/Formula	Reimbursement	CFDA#: 18-0529
			Other ID#:
			eCivis ID#: LACO173
Match Requirement:	None	Amount:	\$0.00
Match Type:	N/A	Identify Source of Match:	%Match 0
Fiscal Information:	Awarded Funds:	Match/In-Kind Funds:	Additional/Leverage Funds:
	\$772,076.00	\$0.00	Total Project Budget:
			\$772,076.00

Approved Grant Budget Summary

Category	Awarded	Match	Additional	Explanation
Personnel				
Personnel Services	495,836	\$0.00		AC's and Coordinator
Fringe Benefits	213,433	\$0.00		AC's and Coordinator
Equipment				
Equipment Rental	400	\$0.00		Konica
Materials/Supplies				
Supplies	2,000	\$0.00		Office Supplies
Other				
Related Cost	59,807	\$0.00		Overhead Cost
Cell Phones	600	\$0.00		Verizon
Indirects				
Total	772,076	\$0.00		

Approved Project

Descriptive Title of Funded Project:		Joint Powers Verification Unit (JPVU), FY 2021-22	
Performance Period Start/End Dates (Month/Day/Year):		Citywide: Yes	
Start:	07/01/2021	End:	06/30/2022
		Affected Council District(s): all	
		Affected Congressional District(s): all	
Purpose: Processing financial compensation claims for victims of crime.			
Identify Internal Partners (City Dept/Bureau/Agency): LAPD			
Identify External Partners: community non-profits and stakeholders.			

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.

JPVU 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 JPVU 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 payment for unreimbursed losses directly resulting from a crime.

Recommendations

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 (such as contract and position authorities).

AUTHORIZE the City Attorney or designee to accept and execute the grant award agreement in the amount of \$772,076 for continuation funding in support of the Joint Powers of Verification Unit from July 1, 2021 to June 30, 2022. 2. ACCEPT the funding in the amount of \$772,076 from the State Victim Compensation and Government Claims Board and the County of Los Angeles.

3. AUTHORIZE the Controller to:

a. Establish a receivable for this program by \$772,076 from the State Victim Compensation and Government Claims Board and the County of Los Angeles

b. Establish within Fund No. 368/12 the following appropriation account, No. 12V501 – FY 21-22 Joint Powers Verification Unit, in the amount of \$772,076

c. Authorize the Controller to transfer \$495,836 from Fund 368/12, Account 12V501 to Fund 100/12, 001010, Salaries General for grant related salary expenses

d. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$273,240 from Fund 368/12, Account 12V501 to Fund 100/12, Revenue Source 5346 Related Cost Reimbursement – grant funds for grant related indirect costs.

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.

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 General Fund contribution is \$24,188 for related indirect cost (Central Service and Department Administration) not reimbursed from the grant. These costs are associated with existing staff positions and are included in the adopted FY 21-22 budget

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:

☐ Grant Award Notification and Acceptance

☐ Copy of Award Notice

☐ Grant Project Cost Breakdown (Excel Document)

☐ Copy of Grant Agreement (if applicable)

☐ Detail of Positions and Salary Costs (Excel Document)

☐ Additional Documents (if applicable)

Department Head Name:

Department Head Signature:

Date:

Jan Platts

For CAO Use Only

4/18/21

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:

Grant Award Notification and Acceptance Grant Project Cost Breakdown

Grant Name: Joint Powers of Verification Unit		Department:		Comments
Grant Project Breakdown	Grant Funds	City Funds	Non-City Funds	
Salaries				
1010 Salaries General	525,542			
1020 Salaries Grant Reimbursed	-			
1070 Salaries As Needed	-			
1090 Overtime	-			
Salaries Total:	525,542	-	-	525,542
Related Costs*				
Fringe Benefits				
Department Administration	239,752			239,752
Central Services	-			-
Related Costs Total:	239,752	-	-	239,752
Expense				
2120 Printing & Binding				
2130 Travel & Training	2,000			2,000.00
3040 Contractual Services				-
3310 Transportation				-
4160 Governmental Meetings				-
6010 Office Supplies	4,782			4,782.00
6020 Operating Supplies				-
7300 Equipment Rental				-
Expenses Total:	6,782	-	-	6,782
Grand Total:	772,076	-	-	772,076
*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.				
				(82,722)

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

Department: City Attorney				Other Funding Sources			
Project Name: Joint Powers of Verification Unit				City			
Job Classification	Total New	Existing	Grant Funding No.	Reimbursable* No.	Non-Reimbursable** No.	Non-City No.	Comments
Admin. Coord. IV	1	1	0.025	0.025	-	-	
Admin. Coord. I	1	1	1	1	-	-	
Legal Clerk I	1	1	1	1	-	-	
Wit. Svc. Coord.	1	1	1	1	-	-	
Wit. Svc. Coord.	1	1	1	1	-	-	
Wit. Svc. Coord.	1	1	1	1	-	-	
Wit. Svc. Coord.	1	1	1	1	-	-	
Wit. Svc. Coord.	1	1	1	1	-	-	
Wit. Svc. Coord.	1	1	1	1	-	-	
Total:	8	0	8	7.025	-	0	0
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. **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.							

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

THIS AGREEMENT, is made and entered into this _____ day
of _____, 2021, in the County 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
\$9,316,888.23 for a three-year period from the **CALIFORNIA VICTIM
COMPENSATION BOARD** (hereinafter referred to as CalVCB), of which
\$6,987,666.18, or **\$2,329,222.06** for each year, will be utilized by the **COUNTY**; the
remainder, **\$2,329,222.05**, or **\$776,407.35** for each year, will be allocated to the
CITY as a subgrantee to provide completed claim verifications for the period of July
1, 2021 to June 30, 2024; 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 **CalVCB** 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 **CalVCB** 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, 2021, and shall terminate on June 30, 2024.

3. **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** 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 CalVCB 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 CalVCB 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 seven hundred seventy-six thousand, four hundred-seven dollars and thirty-five cents (\$776,407.35) for each fiscal year, during the period of July 1, 2021 through June 30, 2024 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 **CalVCB**. Any such payments shall be contingent upon the availability of **CalVCB** 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 **CalVCB** 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 **CalVCB** 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 **CalVCB** 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 **CalVCB**. 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 **CalVCB** 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 **CalVCB** 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 **CalVCB** Agreement and the services to be performed thereto.

15. **NOTICES:**

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

George Gascón
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:

Leela A. Kapur
Executive Assistant City Attorney
800 City Hall East, 8th 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 **CalVCB** program to be signed by its duly authorized officers.

County of Los Angeles

By _____
GEORGE GASCÓN
District Attorney

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RODRIGO A. CASTRO-SILVA

City of Los Angeles

By _____
MICHAEL N. FEUER
City Attorney

By EP
ELIZABETH PENNINGTON
Deputy County Counsel

