

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0150-03892-0090

Date: August 5, 2021

To: The Mayor
The Council

Attn: Heleen Ramirez, Legislative Coordinator, Mayor's Office
Patrice Lattimore, Council and Public Services Division, City Clerk's Office

From: Matthew W. Szabo, City Administrative Officer 

Subject: **PHASE II ECIVIS GRANTS MANAGEMENT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE CALIFORNIA VICTIM COMPENSATION BOARD, JOINT POWERS OF VERIFICATION UNIT (JPVU) GRANT SUB-AWARD – FIRST YEAR FUNDING**

Attached is the Grant Acceptance Packet (Packet) for the California Victim Compensation and Government Claims Board, Joint Powers of Verification Unit (JPVU) sub-award in the amount of \$772,076 from the County of Los Angeles for the performance period of July 1, 2021 through June 30, 2022. This represents the first year of a three-year funding cycle that extends from July 1, 2021 through June 30, 2024.

The JPVU program assists victims of crimes with obtaining restitution for financial losses directly resulting from criminal acts. As a participant in the Phase II eCivis Grants Management Program, the City Attorney's Office submitted the packet for review and analysis by the Office of the City Administrative Officer (CAO) Grants Oversight Unit and the assigned CAO Analyst.

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

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award
- Grant Agreement

Should you have any questions regarding the Grant Acceptance Packet, please contact Angelo Yenke at (213) 473-7524.

MWS:EFR:AY:04220006

Attachment

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

Recipient City Department: Office of the City Attorney		Award Notification Date: June 28, 2021	
Grant Award Title: Fiscal Year 2021-22 Joint Powers of Verification Unit		Grant Amount: \$772,076 Prior Grant Award(s): \$772,076	
Awarding Agency: California Victim Compensation Board			
Grant Agreement Number/Reference: VC-8048/C.F. 18-0529-S1		Performance Start Date: July 1, 2021	Performance End Date: June 30, 2022
Purpose: The City Attorney's Office requests authority to accept grant funding from the California Victim Compensation Board for the Joint Powers of Verification Unit. Funding in the amount of \$772,076 will provide reimbursement for staff conducting claims verifications and related program expenses for a grant performance period from July 1, 2021 through June 30, 2022. This represents the first year of a three-year funding cycle that extends from July 1, 2021 through June 30, 2024.			

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 City Attorney's Office requests authority to accept \$772,076 in grant funding for the Joint Powers of Verification Unit (JPVU) in 2021-22. Funding is provided by the State of California's Victim Compensation Board through the County of Los Angeles. Funding shall cover the first year of the new three-year grant period from July 1, 2021 through June 30, 2022. There is no match requirement for this grant.

Pursuant to the State of California Government Code Section 13950, it is in the public interest to assist residents of the State of California in obtaining restitution for monetary losses suffered as a direct result of criminal acts. Accordingly, under this provision, victims of crimes may be eligible to receive payment for any unreimbursed losses. The JPVU within the City Attorney's Office is responsible for the expedited verification and reimbursement of such claims filed by victims within the City. In 2020-21, the JPVU processed 1,166 new claims and 7,773 bills related to medical and mental health expenses, loss of support, wage loss, funeral and burial costs, and relocation expenses.

(Continued on Page 3)

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:

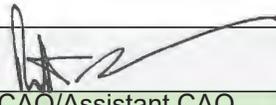
1. Authorize the City Attorney, or designee, to accept and execute the grant award agreement in the amount of \$772,076 for continuation funding in support of the Joint Powers of Verification Unit from July 1, 2021 to June 30, 2022;
2. Accept funding in the amount of \$772,076 from the California Victim Compensation Board (CalVCB) and the County of Los Angeles;
3. Authorize the Controller to:
 - a. Establish a receivable from the CalVCB and the County of Los Angeles in the amount of \$772,076;
 - b. Establish within Fund 368, Department 12:
 Account 12V501 - FY 21-22 Joint Powers Verification Unit in the amount of \$772,076;
 - c. Transfer \$495,836 from Fund 368, Department 12, Account 12V501 to Fund 100, Department 12, Account 001010, Salaries, General for grant-related salary expenses;
 - d. Upon receipt of grant funds and approval of grant expenses, transfer up to \$274,640 from Fund 368, Department 12, Account 12V501 to Fund 100, Department 12, Account 5346, Related Cost Reimbursements - Grant Funds for grant-related indirect costs; and,
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 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 \$797,515, of which \$772,076 will be reimbursed to the City by the County of Los Angeles for salaries (\$495,836), fringe benefits (\$216,084), central services and department administrative costs (\$58,556), and equipment and operating expenses (\$1,600). Reimbursements from the County will be processed through monthly invoices. Salary funding will support the direct cost and fringe benefits of nine positions, including one Administrative Coordinator IV, one Administrative Coordinator I, one Legal Clerk I, and six Witness Service Coordinators. There is a General Fund impact of \$25,439 for indirect costs, including central services and department administrative costs. Acceptance of the grant award is consistent with the City's Financial Policies in that grant funding will be used solely for grant-eligible expenditures.

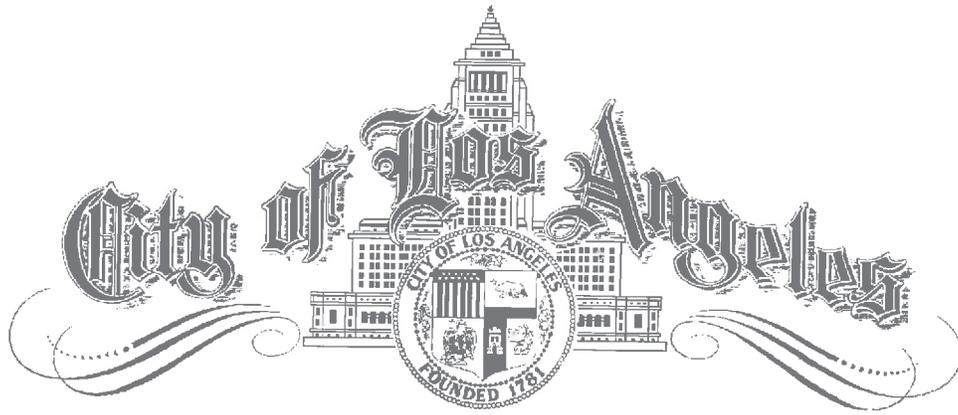
Doc. ID 04220006

Angelo Yenko	Edward F. Roes		08-05-21
CAO Analyst	Chief	CAO/Assistant CAO	Date

10. Grant Award Summary (Continued from Page 2)

The total cost of the program is \$797,515, of which \$772,076 will be reimbursed to the General Fund as follows: \$495,836 in direct salaries, \$216,084 in indirect costs for fringe benefits, \$500 for office supplies, \$500 for equipment rental, and \$600 in telephone costs. Grant funding will support nine positions: one City Attorney Administrative Coordinator IV, one City Attorney Administrative Coordinator I, one Legal Clerk I, and six Witness Service Coordinators. Of the total \$83,995 in indirect costs for central services and departmental administration and support, \$58,556 is funded through the grant award, whereas the remaining \$25,439 in indirect costs represents a General Fund obligation. No additional position authorities are requested at this time, as these positions are authorized in the 2021-22 City Budget.

It should be noted that the total program cost and General Fund Impact differ in this report compared to the City Attorney's transmittal dated July 14, 2021 due to an inadvertent error in calculating the cost of fringe benefits. The total JPVU budget is \$797,515, which includes the full calculation of the General Fund impact of \$25,439 for indirect costs (central services and department administration and support) not covered by grant funds. The \$216,084 figure includes the full calculation of fringe benefit costs. The City Attorney concurs with the changes outlined in this report.



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	Phone: 213-978-4518
Project Manager:	Derek Tennell	E-Mail: derek.tennell@lacity.org	Phone: 213-978-4518
Department/Bureau/Agency:	City Attorney		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):	
Start: 07/01/2021	End: 06/30/2022
Citywide: Yes	
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: Jan Platts Department Head Signature: [Signature] Date: 7/18/21

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: Camilla Fong Date: 8/2/2021

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

Grant Name: Joint Powers of Verification Unit Grant Project Breakdown	Grant Funds	Additional Costs**		Department: Total	Comments
		City Funds	Non-City Funds		
Salaries					
1010 Salaries General	525,542			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	Project Name: Joint Powers of Verification Unit				Other Funding Sources							
	Total New		Existing		Grant Funding		Reimbursable*		City		Non-City	
	No.	Cost	No.	Cost	No.	Cost	No.	Cost	No.	Cost	No.	Cost
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					
Total:	8	0	8	0	7.025	7.025	7.025	0	0	0	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 **CaIVCB**), 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 **CaIVCB** 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 **CaIVCB** 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 **CaIVCB** 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 **CaIVCB** 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 **CaIVCB** 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 **CaIVCB** 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

Name of County _____
 Contract Number _____

FY 2021-2022

OPERATING EXPENSES

Rent (Square feet= _____)	Contract Amount	_____
Utilities	_____	_____
Insurance	_____	_____
Equipment rental	\$	500
Equipment repair	_____	_____
Office supplies	\$	500
Telephone	\$	600
Postage	_____	_____
Expendable equipment (non-capitalized assets)	_____	_____
Overhead (CAP 41 16.94%)	\$	58,556
Training	\$	-
Data Processing	\$	-
Other	_____	_____
Travel - Meetings, conferences	\$	-
Travel - Training	\$	-

TOTAL OPERATING EXPENSES \$ 60,156

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR \$ 772,076

Please indicate if county staff are paid bi-weekly or monthly: _____

Does your county direct any non-CalVCB funding toward the services provided under this contract?
 Yes No

If yes, please list any additional funds provided for operation of this verification unit.
 Please describe the source of funding.

Source of funding	Amount
Personnel Services	
Operating Expenses	
Other	
Related Cost (CAP 41 43.58% - 16.94%) - Paid by the grant	\$ 58,556
Related Cost (CAP 41 43.58% - 16.94%) - General Fund	\$ 25,439
Total	\$ 83,995

County Budget Officer Contact Information:

Name: _____ Michiko Reyes
 Phone Number: _____ (213) 978-7020
 Email Address: _____ Michiko.Reyes@lacity.org

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

Grant Name: Joint Powers of Verification Unit		Grant Funds		Additional Costs**		Department:
Grant Project Breakdown	Unit	Grant Funds	City Funds	Non-City Funds	Total	
Salaries						
1010 Salaries General		-			-	
1020 Salaries Grant Reimbursed		495,836			495,836	
1070 Salaries As Needed					-	
1090 Overtime					-	
Salaries Total:		495,836	-	-	495,836	
Related Costs*						
	CAP Rate					
Fringe Benefits	43.58%	216,084			216,084	
Department Administration	12.60%	58,556	3,920		62,476	
Central Services	4.34%	-	21,519		21,519	
Related Costs Total:		274,640	25,439	-	300,079	
Expense						
2120 Printing & Binding		-			-	
2130 Travel & Training		-			-	
3040 Contractual Services		-			-	
3310 Transportation		-			-	
4160 Governmental Meetings		-			-	
6010 Office Supplies		500			500.00	
6020 Operating Supplies		-			-	
7300 Equipment Rental		500			500.00	
Related Cost		-			-	
Cell phone		600			600.00	
Expenses Total:		1,600	-	-	1,600	
Grand Total:		772,076	25,439	-	797,515	
*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.						

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

Department: City Attorney		Project Name: Joint Powers of Verification Unit				Other Funding Sources						
Job Classification	Total	New	Existing	Grant Funding		Reimbursable*		City		Non-City		Comments
				No.	Cost	No.	Cost	No.	Cost	No.	Cost	
Admin. Coord. IV	1		1	0.025		0.025	-					
Admin. Coord. II	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	-					