

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0130-02084-0004

Date: September 27, 2021

To: The Mayor
The CouncilAttn: Heleen Ramirez, Legislative Coordinator, Mayor's Office
Patrice Lattimore, Council and Public Services Division, City Clerk's OfficeFrom: Matthew W. Szabo, City Administrative Officer  forSubject: **PHASE II ECIVIS GRANTS MANAGEMENT PROGRAM – GRANT
ACCEPTANCE PACKET FOR THE FISCAL YEAR 2021-22 LOS ANGELES
COUNTY CRIMINAL RECORD CLEARING PROJECT**

Attached is the Grant Acceptance Packet (Packet) for the Fiscal Year 2021-22 Los Angeles County Criminal Record Clearing Project grant award to support the City Attorney's Homeless Engagement and Response Team (HEART). Grant funds in the amount of \$942,000 were awarded by the County of Los Angeles for a grant performance period of July 1, 2021 through June 30, 2022.

The Los Angeles County Criminal Record Clearing Project helps individuals experiencing homelessness or those at risk of homelessness to resolve outstanding infraction citations and associated warrants. The total program cost is \$1,052,078, of which \$942,000 is reimbursed as follows: \$649,812 for salaries, and \$283,188 for partial related costs for six existing positions: one Deputy City Attorney III, one Deputy City Attorney II, two Administrative Coordinator IIs, and two Administrative Coordinator Is, as well as \$9,000 for office supplies. Funding for the remaining program costs consist of related costs of \$110,078 which are included in the City Attorney's 2021-22 Adopted Budget. No position authorities are requested at this time.

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 CAO Grants Oversight Unit and the appropriate CAO Analyst. In accordance with the approved procedures for the Grants Management Program, this Office reviewed the Packet for completeness, conducted a concise analysis, prepared a Fiscal Impact Statement, and checked for compliance with the City's Financial Policies. The Packet consists of the following:

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

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

MWS:EFR:AY:04220019

Attachments

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Review of Grant Award and Acceptance Determination

Recipient City Department: Office of the City Attorney		Award Notification Date: July 13, 2021
Grant Award Title: FY 21-22 Los Angeles County Homeless Legal Assistance		Grant Amount: \$942,000 Prior Grant Award(s): \$932,238
Awarding Agency: County of Los Angeles		
Grant Agreement Number/Reference: 18-0506	Performance Start Date: July 1, 2021	Performance End Date: June 30, 2022
Purpose: The Office of the City Attorney requests authority to accept the grant award of \$942,000 from the County of Los Angeles' Criminal Record Clearing Project for a grant performance period of July 1, 2021 through June 30, 2022. The awarded funds will support the City Attorney's Homeless Engagement and Response Team (HEART).		

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

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Review of Grant Award and Acceptance Determination

10. Grant Award Summary

The Office of the City Attorney requests authority to accept \$942,000 in grant funding from the County of Los Angeles for the Los Angeles County Homeless Court Program administered by the City Attorney's Homeless Engagement and Response Team (HEART). The grant performance period is from July 1, 2021 through June 30, 2022.

The Homeless Court Program, part of the Los Angeles County Public Defender's Criminal Record Clearing Project, is a collaborative effort between the City and County to assist individuals experiencing homelessness or those at risk of homelessness in resolving outstanding infraction citations through service engagement instead of paying fines and fees. The program is staffed by HEART, which runs mobile homeless citation clinics countywide. HEART will be responsible for running background checks, reviewing charges, tracking compliance, filing motions for dismissal with the Los Angeles Superior Court, deploying mobile teams to events, and coordinating with new and existing service providers for operational support.

From July 1, 2020 to June 30, 2021, HEART conducted six homeless outreach events, and engaged with 629 homeless persons. This resulted in 1,149 petitions filed for dismissal and/or reduction, of which 1,138 were granted.

Funding is provided through Measure H. The total cost of the program is \$1,052,078 of which \$942,000 is reimbursable to the City as follows: \$649,812 for salaries, \$283,188 for partial related costs (fringe benefits), and \$9,000 for supplies. Funding for the remaining related costs (department administration and central services) of \$110,078 are included in the 2021-22 Adopted Budget.

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 approve the accompanying grant award between the City of Los Angeles and the County of Los Angeles, and authorize the City Attorney, or designee, to execute said grant award on behalf of the City, subject to the approval of the City Attorney as to form;
2. Authorize the City Attorney, or designee, to accept the grant award in the amount of \$942,000 for funding the HEART Criminal Records Clearance Project for the period of July 1, 2021 to June 30, 2022;
3. Authorize the Controller to:
 - a. Establish a receivable within Fund 368, Department 12 in the amount of \$942,000;
 - b. Establish appropriation Account 12V861, HEART Criminal Records Clearance Project, within Fund 368, Department 12 in the amount of \$942,000;
 - c. Transfer \$649,812 from Fund 368, Department 12, Account 12V861, HEART Criminal Records Clearance Project, to Fund 100, Department 12, Account 001010, Salaries General;
 - d. Upon receipt of grant funds, transfer up to \$283,188 from Fund 368, Department 12, Account 12V861, HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source Code 5346, Related Costs Reimbursement – Grants;
4. 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 Los Angeles County Criminal Record Clearing Project is \$1,052,078, of which \$942,000 will be reimbursed by the County of Los Angeles for salaries, partial related costs, and supplies. Funding for the remaining related costs of \$110,078 is included in the City Attorney's 2021-22 Adopted Budget. There is no General Fund impact, and the recommendations in this report are in compliance with the City's Financial Policies in that budgeted appropriations will be balanced against receipts expected from this grant.

Doc. No. 04220019

Angelo Yenke	Edward F. Roes		09/27/2021
CAO Analyst	Chief	CAO/Assistant CAO	Date



MIKE 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: Heleen Ramirez Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations

Date: August 12, 2021

Re: LA County Criminal Record Clearing Project - HEART
CF #18-0506

As detailed in the CAO Grants Acceptance form, the LA County Homeless Court Program, administered by the LA City Attorney's Homeless Engagement and Response Team (HEART), will continue operating its mobile program to assist homeless individuals or individuals at risk of homelessness through citation clinics supported through continuation funding.

Launched countywide under the Measure H Criminal Record Clearing Project in July, 2018, two field teams began assisting individuals experiencing homelessness or at risk of homelessness to resolve eligible infraction citations and associated warrants, fines, and fees. From July 1, 2020 through June 21, 2021 the program conducted six homeless outreach events and engaged with 629 homeless persons. This resulted in 1,149 petitions filed for dismissal and/or reduction, of which 1,138 were granted.

FY 2021/22 funding will sustain the two HEART field teams established under Measure H funding. These teams will run criminal background records, manage mobile team deployments, motion the Los Angeles Superior Court to secure dismissals, coordinate with the court clerk to ensure fines and fees are pulled from collections, work with cross-jurisdictional partners to approve motions, work with service agencies to coordinate large events, recruit new service providers and resource agencies to support the mobile teams, and coordinate existing service providers to process participants. Measure H funding is approved on an annual basis.

The County has indicated its intent to renew funding to sustain the program.



City of Los Angeles
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: ☐ New ☒ Continuation/Renewal ☐ Supplemental ☐ Suballocation			
Grants Coordinator:	Gina Di Domenico	E-Mail:	gina.m.didomenico@lacity.org
Project Manager:	Gina Di Domenico	E-Mail:	gina.m.didomenico@lacity.org
Department/Bureau/Agency:	City Attorney	Date:	07/29/2021

Grant Information			
Name of Grantor:		Pass Through Agency:	
County of Los Angeles			
Grant Program Title:		Notification of Award Date:	
D6 Criminal Record Clearing Project		07/13/2021	
Funding Source (Public / Private):	Grant Type:	Funds Disbursement:	Agency's Grant ID:
County/Regional	Non-Competitive/Formula	Reimbursement	CFDA#: 18-0506
			Other ID#:
			eCivis ID#:
Match Requirement:	None	Amount:	\$0.00
Match Type:		%Match	0
Identify Source of Match:			
Fiscal Information:	Awarded Funds:	Match/In-Kind Funds:	Additional/Leverage Funds:
	\$940,000.00	\$0.00	
			Total Project Budget:
			\$940,000.00

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
Personnel				
Wages	\$173,000.00	\$0.00		Supervising Deputy City Attorney
Wages	\$136,000.00	\$0.00		Deputy City Attorney
Wages	\$97,000.00	\$0.00		Administrative Coordinator II
Wages	\$89,000.00	\$0.00		Administrative Coordinator II
Wages	\$77,400.00	\$0.00		Administrative Coordinator I/II
Wages	\$77,412.00	\$0.00		Administrative Coordinator I/II
Fringe Benefits	\$283,188.00	\$0.00		Benefits at 43.58%
Operating				
Indirect Cost	\$5,000.00	\$0.00		Case Management System, Software
Office Supplies	\$3,000.00	\$0.00		Clinic and Office Supplies; Clinic
Travel	\$1,000.00	\$0.00		Clinic, Outreach, and Conference Travel
Equipment				
Furniture and Equipment (\$5,000.00 or less)	\$0.00	\$0.00		Specify here
Computer and Office Equipment (\$5,000.00 or less)	\$0.00	\$0.00		Specify here
Other	\$0.00	\$0.00		Specify here
Total	\$942,000.00	\$0.00		

Approved Project			
Descriptive Title of Funded Project: FY 21-22 LA County Homeless Court			
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:			
Identify Internal Partners (City Dept/Bureau/Agency): LAPD			
Identify External Partners: Los Angeles County, community service providers 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.

The Los Angeles City Attorney's Homeless Engagement and Response Team (HEART) administers the LA County Homeless Court Program. The Homeless Court helps unhoused individuals or individuals at risk of experiencing homelessness clear traffic and pedestrian tickets by engaging in services instead of paying expensive fines and fees. These low-level criminal cases can have collateral consequences for employment and housing. HEART frequently reviews cases that have amassed thousands of dollars in fines and fees, involving violations ranging from jaywalking to drinking in public to driving on a suspended license. HEART works with approved social service providers to confirm that participants are engaging in services before coordinating with local prosecutors and the LA County Superior Court to dismiss citations and/or suspend outstanding fines and fees. Participants can connect with HEART by attending a homeless connect day and completing an intake with a HEART member or having an approved service provider submit a direct referral to HEART. HEART partners with the Los Angeles County Public Defender to connect unhoused individuals and individuals at risk of experiencing homelessness with social services and criminal record clearing assistance through the County's Homeless Initiative.

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).

1. AUTHORIZE the City Attorney or his designee to APPROVE the accompanying grant award between the City and the County of Los Angeles and authorize the City Attorney or his designee to EXECUTE said grant award on behalf of the City, subject to the approval of the City Attorney as to form and legality. 2. AUTHORIZE the City Attorney or his designee to ACCEPT the grant award in the amount of \$942,000 for funding the HEART Criminal Records Clearance project for the period of July 1, 2021 to June 30, 2022. 3. AUTHORIZE the Controller to: a. ESTABLISH a receivable in the amount of \$942,000 within Fund 368, Department 12. b. ESTABLISH Appropriation Account 12V861 - HEART Criminal Records Clearance Project within Fund 368, Department 12 in the amount of \$942,000. c. TRANSFER \$649,812 from Fund 368, Department 12, Account 12V861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Account 001010 Salaries General. d. Upon receipt of grant funds and approval of expenses, TRANSFER up to \$283,188 from Fund 368, Department 12, Account 12V861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source No. 5346-Related Costs Reimbursement - Grants. 4. AUTHORIZE the Office of the City Attorney to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer.

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.

These funds will cover the salaries and fringe benefits for 2 deputy city attorneys and 4 administrative coordinators.

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:

☒ X Grant Award Notification and Acceptance

☒ X Copy of Award Notice

☒ X Grant Project Cost Breakdown (Excel Document)

☒ X Copy of Grant Agreement (if applicable)

☒ X Detail of Positions and Salary Costs (Excel Document)

☐ [] Additional Documents (if applicable)

Department Head Name:

Department Head Signature:

Date:

Janette Flintoft



8/12/2021

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:

☒ [x] 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: 9/21/2021

Grant Award Notification and Acceptance Grant Project Cost Breakdown

Homeless Court Program		Department:		Los Angeles City Attorney	
Grant Project Breakdown		Additional Costs**		Total	
Salaries		Grant Funds	City Funds	Non-City Funds	Comments
1010 Salaries General		649,812			649,812
1020 Salaries Grant Reimbursed					-
1070 Salaries As Needed					-
1090 Overtime					-
Salaries Total:		649,812			649,812
Related Costs City Attorney		CAP Rate			
Fringe Benefits		283,188			283,188
Department Administration			81,876		81,876
Central Services			28,202		28,202
Related Costs Total:		\$ 283,188	\$ 110,078	\$ -	393,266
Expense					
2120 Printing & Binding					-
2130 Travel					-
3040 Contractual Services					-
3310 Transportation					-
4160 Governmental Meetings					-
6010 Office Supplies		9,000			9,000
6020 Operating Supplies					-
7300 Equipment					-
Other (Database)					-
Expenses Total:		\$9,000	\$0	\$0	9,000
Grand Total:		\$ 942,000	\$ 110,078	\$ -	\$ 1,052,078
*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.)					

PF2 (091222)



Memorandum of Understanding

Between

The County of Los Angeles, Public Defender Department

and the

City of Los Angeles, Office of the City Attorney

for the

Criminal Record Clearing Project

I. PURPOSE	2
II. TERM OF MOU	2
III. PUBLIC DEFENDER RESPONSIBILITIES	3
IV. FISCAL PROVISIONS	4
V. CITY RESPONSIBILITIES	5
VI. COMPENSATION	5
VIII. FURTHER TERMS AND CONDITIONS	7
A. INDEPENDENT CONTRACTOR STATUS	7
B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING	7
C. INDEMNIFICATION	7
D. NOTICES	8
E. TERMINATION	8
F. GENERAL INSURANCE REQUIREMENTS	9
G. AUTHORIZATION WARRANTY	9
H. AMENDMENTS	9
I. CONFIDENTIALITY	10
J. BUDGET REDUCTIONS	10
K. COMPLIANCE WITH APPLICABLE LAW	10
L. COUNTY'S QUALITY ASSURANCE PLAN	11
M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	11
N. TERMINATION FOR IMPROPER CONSIDERATION	12
O. VALIDITY	12
P. WAIVER	12
Q. GOVERNING LAW	13
R. ENTIRE AGREEMENT	13
EXHIBIT A	16

MEMORANDUM OF UNDERSTANDING
Between the
County of Los Angeles, Public Defender Department
and the
City of Los Angeles, Office of the City Attorney
for the
Criminal Record Clearing Project

This Memorandum of Understanding (MOU) is entered into by and between the County of Los Angeles, Public Defender Department ("Public Defender" and/or "County") and the City of Los Angeles, Office of the City Attorney ("City" and/or "Contractor"), collectively referred to herein as "Parties".

WHEREAS, on April 4, 2006, the County Board of Supervisors approved the Homeless Prevention Initiative (HPI) which included the recommendation and on-going funding to enhance and stabilize the functioning of Homeless Court now known as part of the Criminal Record Clearing Project;

WHEREAS, on June 13, 2017, the Los Angeles County Board of Supervisors approved for fiscal year 2017/2018 funding for the Public Defender to implement Homeless Initiative Strategy D6 – Criminal Record Clearing Project (CRCP) through the deployment of mobile staff who will provide misdemeanor and felony record clearing services to persons experiencing homelessness; and on May 15, 2018, the Los Angeles County Board of Supervisors approved increased funding for fiscal year 2018/2019 to incorporate into the CRCP infraction clearing services provided by the Los Angeles County Homeless Court Program (Homeless Court). On May 15, 2019, the Los Angeles County Board of Supervisors approved funding to expand the countywide expansion of the Homeless Court for fiscal year 2019/2020. On April 2, 2020, the Public Defender received confirmation from the Board of Supervisors that funding would be extended for fiscal year 2020/2021. On July 13, 2021, the LA County Board of Supervisors voted to extend funding to the D6 Criminal Record Clearing Project for fiscal year 2021/2022.

WHEREAS, the City is a public entity with recognized professionals and experience in providing effective services to individuals experiencing homelessness, and having assumed the legal duties for the last six years of Homeless Court and the remaining participants under the prior program

designed under a Memorandum of Understanding executed on June 25, 2015; and

WHEREAS, the Public Defender and the City have mutually agreed that it is in the best interest of the County to restructure Homeless Court to deploy the Public Defender to provide legal services Countywide as part of the Criminal Record Clearing Project.

NOW, THEREFORE, in consideration of the foregoing and of the promises and the covenants set forth herein, the Parties agree as follows:

I. PURPOSE

This MOU outlines the Parties' understanding with regard to the redesigned operation of Homeless Court. Homeless Court will continue to help individuals experiencing homelessness or at risk of experiencing homelessness resolve outstanding infraction citations, fines, fees, and associated warrants. The related warrants and fines can detrimentally affect a person's ability to access employment, driving privileges, social services, and permanent housing opportunities.

The Public Defender's mobile unit deploys in the community and accepts referrals from community based organizations and homeless service agencies for individuals who need support with criminal expungements. The Public Defender recognizes that additional support is necessary from Homeless Court to give participants the opportunity to resolve eligible infraction citations and associated warrants.

The Public Defender conducts misdemeanor and felony record clearing outreach events with its community partners, and operates a virtual referral system. Since the Public Defender does not provide infraction clearing services, Homeless Court is necessary to provide participants the opportunity to resolve eligible infraction citations and associated warrants. Homeless Court participants are required to actively engage in case management or to complete identified services specific to their needs in order to have the citations, fines, and warrants removed from their record. These services include but are not limited to the following: enrolling into the Coordinated Entry System, connecting with job readiness programs and signing up for eligible DPSS or VA benefits.

II. TERM OF MOU

The term of this MOU shall be July 1, 2021 through June 18, 2022, commencing upon full execution by the City and the Public Defender, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

To the extent that the City may have begun performance of the services before the date of execution at the County's request and due to immediate needs, the County hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

III. PUBLIC DEFENDER RESPONSIBILITIES

1. The Public Defender agrees to provide, through the efforts of its CRCP staff, the following services to persons experiencing homelessness or who are at risk of homelessness:
 - a) Provide legal representation for the clearing of eligible misdemeanor and felony offenses.
 - b) Refer clients to housing and supportive services.
2. The Public Defender will review and be responsible for any requests for changes to this MOU and/or budget.
3. The Public Defender will submit all invoices and reports to the CEO's Service Integration Branch, Housing and Homeless Unit (SIB-HHU) Homeless Coordinator.
4. The Public Defender will provide payment to the City for all salaries, employee benefits, and other expenditures as set out in the attached Budget.

5. The Public Defender will serve as the lead agency of the Criminal Record Clearing Project.

6. If the Public Defender discovers that a client has an outstanding bench warrant it may at its discretion refer the client to Homeless Court.

IV. FISCAL PROVISIONS

1. The Public Defender shall make payments to the City Attorney for services rendered pursuant to this MOU. Such payment shall be made from the Homeless Initiative CRCP funds as approved by the Board of Supervisors. Payment terms are as follows:

a) The City Attorney shall submit monthly invoices that comply with Auditor-Controller guidelines. Expenditures must correspond to the CRCP budget approved by the Board of Supervisors. Proposed changes to the budget must be submitted to both parties. Changes to the budget over Ten Thousand Dollars (\$10,000.00) require approval by the Board of Supervisors. Changes under Ten Thousand Dollars (\$10,000.00) can be approved by the SIB-HHU's Homeless Coordinator.

b) The City Attorney invoices must be submitted by the 15th day of the following service month to:

Sung Lee
Fiscal Services
Public Defender
210 West Temple Street, 19th Floor
Los Angeles, CA 90012
Phone: (213) 974-3081
Fax: (213) 625-5031
Email: slee2@pubdef.lacounty.gov

c) The City shall retain supporting documentation for invoices including salary, employee benefit, and operating expenditures for audit/inspection for five fiscal years. Expenses are to be identified by line item.

V. CITY RESPONSIBILITIES

1. The City will provide the services outlined in Exhibit A, Statement of Work and Budget.

7. The City will establish relationships with other jurisdictions in order to expedite the clearing of charges and/or warrants identified through Homeless Court.

8. The City will work with the SIB-HHU and the Public Defender to resolve any contractual issues related to the performance measures.

9. The City will retain discretion in setting its calendar for participation in CRCP events.

10. The City will establish relationships with community based organizations and homeless service agencies to develop a direct referral process for individuals actively engaged in case management.

11. The City will deploy its mobile team to CRCP events when it deems outreach to be safe and appropriate.

12. The City will consult the Public Defender regarding weekly deployments, but given its limited means will not deploy to every CRCP event.

13. The City may participate in CRCP events that do not include the Public Defender mobile teams.

14. The City will submit any requests for changes to this MOU and/or budget to the Public Defender in writing as outlined in this MOU.

VI. COMPENSATION

Measure H funding will support one hundred percent (100%) of the Public Defender's budget and the remaining, Nine Hundred and Forty-Two Thousand Dollars (\$940,000.00) will go to the City's budget.

Payments will be made based on the Statement of Work and Budget included as Exhibit A.

Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this MOU. Upon occurrence of this event, Contractor shall send written notification to SIB-HHU within fifteen (15) business days.

There should be no payment for services provided following the expiration/termination of the MOU.

Contractor shall have no claim against Public Defender for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this MOU. Should the Contractor receive any such payment it shall immediately notify the SIB-HHU and shall immediately repay all such funds to SIB-HHU. Payment by SIB-HHU for services rendered after expiration/termination of this MOU shall not constitute a waiver of Public Defender's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this MOU.

VIII. FURTHER TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR STATUS

This MOU is between the Public Defender and the City and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the Public Defender and the City. The employees and agents of one party shall not be construed to be employees and agents of the other party.

B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this MOU, either in whole or in part, without the prior written consent of the other party. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this MOU.

C. INDEMNIFICATION

The City and Public Defender are public entities. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

D. NOTICES

All notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party.

Notices to Public Defender shall be addressed as follows:

Michael K. Suzuki
Office of the Public Defender
19-513 Clara Shortridge Foltz Criminal Justice Center (CSFCJC)
210 West Temple St., 19th Floor
Los Angeles, CA 90012

Notices to Contractor shall be addressed as follows:

Gina Di Domenico
Office of the City Attorney
City Hall
200 N. Spring Street, 23rd Floor
Los Angeles, CA 90012

E. TERMINATION

Either party may terminate all or part this MOU for failure to comply with its terms and conditions, provided that a written termination notice is submitted to the other party not less than thirty (30) calendar days prior to the requested termination date. Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period of corrective action.

F. GENERAL INSURANCE REQUIREMENTS

The City certifies that it self-administers, defends, settles and pays third-party claims for bodily injury, personal injury, death and/or property damage. Protection under this program is warranted to meet or exceed five million dollars (\$5,000,000.00), combined single limit, per occurrence.

Additionally, the City is permissively self-insured for Workers' Compensation under California law. The City of Los Angeles will provide thirty (30) days' written notice of any modification or cancellation of the program.

G. AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this MOU for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this MOU and that all requirements of the City have been fulfilled to provide such actual authority.

H. AMENDMENTS

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this MOU, an amendment to the MOU shall be prepared and executed by the Parties and approved as to form by counsel for both Parties. For any other changes, a formal written request by one party to the other will be made and if approved by the other party, a Change Notice may be issued and signed by the County's Homeless Coordinator.

Unless otherwise provided herein, the MOU may not be amended or modified by oral agreements or understandings among the Parties, any written documents not constituting a fully executed Amendment, or by any acts or conduct of the Parties.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written agreement that is properly executed.

I. CONFIDENTIALITY

The City shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. The City shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU.

The Public Defender will maintain the confidentiality of information and records of each client according to its ethical and legal obligations. Consistent with its ethical and legal obligations, the Public Defender, on a case by case basis and with the client's express authorization, may only share information of its CRCP clients, with direct providers of housing and supportive services. The Public Defender and the City shall notify managers, supervisors, employees and contractors providing services, hereunder, to adhere to the confidentiality provisions of the MOU.

J. BUDGET REDUCTIONS

The Public Defender retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

K. COMPLIANCE WITH APPLICABLE LAW

The City shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

The City shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the City or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

L. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the City's performance under this MOU on not less than an annual basis. Such evaluation will include assessing the City's compliance with all Contract terms and performance standards. The City's deficiencies, not COVID-19-related, which the County determines are severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and City. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract as specified in this Agreement.

M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The City shall notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

N.

O. TERMINATION FOR IMPROPER CONSIDERATION

1. The Public Defender may, by written notice to the City, immediately terminate the right of the City to proceed under this Contract if it is found that consideration, in any form, was offered or given by the City, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the City's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the City as it could pursue in the event of default by the City.

2. The City shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

P. VALIDITY

If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

Q. WAIVER

No waiver by the Parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this MOU shall not be exclusive and are in addition to any other rights and remedies provided by law.

R. GOVERNING LAW

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

S. ENTIRE AGREEMENT

This MOU constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to Section VI, Further Terms and Conditions, I. Amendments.

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their
duly authorized agents as of this _____ day of _____, 2021.

OFFICE OF THE PUBLIC
DEFENDER

By _____
RICARDO GARCIA
Public Defender

APPROVED AS TO FORM:
BY COUNTY COUNSEL
MARY C. WICKHAM

By _____
JONATHAN C. MCCAVERY
Principal Deputy County Counsel

CITY OF LOS ANGELES
OFFICE OF THE CITY ATTORNEY

By _____
MICHAEL N. FEUER
City Attorney

APPROVED AS TO FORM:
BY OFFICE OF THE CITY
ATTORNEY
MICHAEL N. FEUER

By _____
BARAK VAUGHN
Deputy City Attorney

EXHIBIT A

STATEMENT OF WORK AND BUDGET

The Los Angeles County Homeless Court Program, staffed by the Homeless Engagement and Response Team (HEART) of the Office of the Los Angeles City Attorney (City), will continue operating the mobile program that was launched countywide in July 2018. HEART will support the Los Angeles County Public Defender's implementation of the Criminal Record Clearing Project, providing support and resources to individuals who would like to resolve eligible infraction citations. The City will invest in additional technology resources to support the continued expansion. The staff will be comprised of field teams to help individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible infraction citations and connect to services throughout Los Angeles County.

FY 2021/22 funding will sustain the expanded HEART field teams under the Measure H Criminal Record Clearing Project. Field teams were established in FYs 2018/2019 and 2019/2020 to assist individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible infraction citations and associated warrants, fines and fees.

The City is required to serve One Hundred (100) participants per month.

The City will serve participants through two referral mechanisms: (1) by accepting referrals directly from approved community based organizations and homeless service agencies via a web-based tool; and (2) by staffing mobile legal clinics throughout Los Angeles County to reach individuals who may not be connected to service agencies, when such clinics are available under current LA County Department of Public Health Officer Orders.

Participants may use the service more than once. This will produce the best result by assisting one time participants without abandoning

individuals who are in need of continuing or more extensive assistance.

1. Eligibility

a) The City will determine eligibility for dismissal by the Los Angeles Superior Court based upon the following criteria:

- (1) The participant has an eligible infraction offense.
- (2) The participant does not have an open felony matter(s).
- (3) The participant does not have an open misdemeanor matter or has an open misdemeanor matter that is being handled through Clean Slate, the Long Beach Homeless Court, the Redondo Beach Homeless Court, or a similar homeless court program.
- (4) The participant is an individual who is: homeless or at risk of homelessness.
- (5) The participant is engaged in services as verified either by a case manager. For example, a case manager may verify the participant:
 - (a) Has an HMIS number;
 - (b) Has engaged in outreach services for at least thirty (30) days;
 - (c) Has a referral from an approved justice partner (for example, the Public Defender, Legal Aid Foundation of Los Angeles, Neighborhood Legal Services, or Public Counsel); or
 - (d) Has connected with social service agencies at a Homeless Court event.

b) Individuals may be deemed at risk of homelessness and eligible for this program if they possess individual risk factors including but not limited to: extremely low income, disruptive

events in youth, prior imprisonment, substance use, veteran status, psychiatric disorders, physical disability, or a prior history of homelessness.

2. Duties and Tasks

a) City

(1) The City will be responsible for the intake of individuals experiencing homelessness or at risk of experiencing homelessness into the Homeless Court to resolve eligible infraction citations and associated warrants.

(2) The City will complete background check inquiries, review charges, maintain statistical data for funding, track compliance of participants, file necessary motions for dismissals with the Los Angeles County Superior Court clerk.

(3) The City may deem participants ineligible for assistance with infraction citations based on past criminal history, driving record, inability to follow program rules, or other appropriate reasons.

(4) The City will retain discretion in setting its calendar for participation in Criminal Record Clearing events.

(5) The City will retain discretion in approving community based organizations and homeless service agencies for direct referral access.

(6) When feasible, and subject to current LA County Department of Public Health Officer Orders, the City will deploy its mobile team to a Criminal Record Clearing Event alongside the Public Defender teams.

(7) The City will consult with the Public Defender regarding deployments, but given its limited means will not deploy to every Criminal Record Clearing event.

(8) The City retains discretion to refrain from staffing events that do not have appropriate health or security safeguards in place.

(9) The City may participate in Criminal Record Clearing events that do not include the Public Defender mobile teams and vice versa.

(10) The City will offer individuals information or connections to programs or agencies that provide housing, mental health counseling, supportive housing, employment training and placement, social services, or other rehabilitative services.

(11) When available, the City may provide Metro cards, bus tokens, or other resources to alleviate event transportation challenges for participants who attend Criminal Record Clearing Project events.

(12) The City will work with outside entities and jurisdictional contacts to ensure that infraction citations from throughout Los Angeles County may be reviewed and cases may be given an opportunity for resolution.

b) Other Jurisdictions

(1) The City will make every effort to secure and maintain the below jurisdictions' participation in the Program:

- (a) Los Angeles County District Attorney
- (b) Long Beach City Prosecutor
- (c) Burbank City Attorney

- (d) Inglewood City Attorney
- (e) Pasadena City Attorney
- (f) Santa Monica City Attorney
- (g) Torrance City Attorney
- (h) Redondo Beach City Attorney
- (i) Hawthorne City Attorney
- (j) Hermosa Beach City Attorney

(2) Participating jurisdictions will:

- (a) Defer to the City for their initial determination of eligibility or ineligibility;
- (b) Cross designate the City to sign motions on its behalf;
- (c) Receive pre-approved motions;
- (d) Run background checks for any participant (if desired) for their own review;
- (e) Sign pre-approved motions to dismiss, suspend, and/or recall motions for any eligible violation; and
- (f) Return signed, and in some instances processed motions, to the City to send to the Court for processing and updating in the Court system.

3. Performance Goals/Reporting

a) Goals

- (1) The City will conduct intake for One Hundred (100) participants per month.

b) Reporting Information

- (1) The City will track and report the following metrics:

- (a) The number of individuals who complete an intake with HEART to have citations resolved through the clinic model;
- (b) The demographic backgrounds of those who complete an intake including: age, ethnicity, race, and gender.
- (c) The number of individuals who identify as experiencing homelessness at the time of intake;
- (d) The number of individuals who identify as chronically homeless at the time of intake;
- (e) The number of individuals who identify as at risk of homelessness at the time of intake;
- (f) The number of individuals who identify as veterans at the time of intake;
- (g) The number of individuals that connect with services specific to their needs during an outreach event. (Services at each event will vary but may include: mental health counseling, housing navigation, health and wellness resources, legal resources, or benefits etc.);
- (h) The number of homeless outreach events held providing D6 services;
- (i) The number of motions submitted requesting dismissal of infractions citations or the suspension of fines and fees for D6 participants;
- (j) The number of motions granting the dismissal of infractions citations or the suspension of fines and fees for D6 participants; and

(k) The number of D6 participants who had infractions citations dismissed during reporting period; and

(l) The number of individuals who are homeless who were referred to homeless case managers.

(2) When data is available, the City will track and report the following metrics:

(a) The number of individuals in families with minor child(ren); and

(b) The number of families with minor child(ren).

**Los Angeles County Criminal Record Clearing Project
City Attorney Budget
One Year Budget FY 21/22**

Los Angeles County Criminal Record Clearing Project	July 1, 2021 - June 18, 2022
Personnel:	
Supervising Deputy City Attorney III	\$173,000
Deputy City Attorney I	\$136,000
Administrative Coordinator II	\$97,000
Administrative Coordinator II	\$89,000
Administrative Coordinator I/II	\$77,400
Administrative Coordinator I/II	\$77,412
Staffing Subtotal:	\$649,812
Benefits 43.58%	\$283,188
Staffing and Benefits:	\$933,000
Operating Expenses:	
Case Management System, Software, and Equipment	\$5,000
Clinic and Office Supplies; Clinic Transportation Expenses (Metro Cards, Ride Sharing); Promotional Materials; WiFi.	\$3,000
Clinic, Outreach, and Conference Travel	\$1,000
Operating Expenses Subtotal	\$9,000
Staffing, Benefits, and Equipment, and Operating Expenses TOTAL	\$942,000