

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

<b>Recipient City Department:</b> Office of the City Attorney		<b>Award Notification Date:</b>	
<b>Grant Award Title:</b> Homeless Court Program		<b>Grant Amount:</b> \$810,400 <b>Prior Grant Award(s):</b> \$89,000	
<b>Awarding Agency:</b> County of Los Angeles			
<b>Grant Agreement Number/Reference:</b>		<b>Performance Start Date:</b> June 25, 2015	<b>Performance End Date:</b> June 24, 2018
<b>Purpose:</b> The City Attorney's Office requests authority to accept grant funding in the amount of \$810,400 from the County of Los Angeles for the Homeless Court Clinic Program for a grant performance period of three years from June 25, 2015 to June 24, 2018. In addition, the City Attorney's Office requests authorization for three new resolution authority positions, including one Deputy City Attorney II, one Administrative Coordinator I, and one Legal Clerk I, to support the program.			

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

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

**10. Grant Award Summary**

The City Attorney's Office requests authority to accept \$810,400 in grant funding from the County of Los Angeles for the Homeless Court Clinic Program. The Homeless Court Clinic Program helps homeless individuals or those at risk of homelessness resolve legal barriers on their way to self-sufficiency and security. The program resolves minor traffic citations, warrants, quality of life citations and other related fines, which may be affecting that individual's employment and housing opportunities. Eligible participants are required to complete community obligation hours with pre-approved service providers in order to have the citations and/or cases resolved. The City Attorney's Office will utilize the grant funding to oversee the clinics and individual outreach, conduct intake of prospective clients, complete background check inquiries, review charges for eligibility, maintain and record statistical data, track compliance of participants, and file dismissal motions with the Los Angeles County Superior Court. According to the City Attorney's Office, a minimum of 300 individuals will be serviced through the Homeless Court Program in Fiscal Year 2015-16. To achieve the objectives of the program, the City Attorney's Office is also requesting authority for three resolution authority positions, including one Deputy City Attorney II, one Administrative Coordinator I and one Legal Clerk I.

The estimated total cost of the program for the three-year performance period is \$1,084,230, of which \$810,400 will be reimbursed to the City as follows: \$605,040 in salaries and \$179,525 in fringe benefits for three positions to facilitate the program, \$7,835 for volunteer expenses and printing costs, and \$18,000 for transportation costs for program participants. There is no match requirement, however the City will have to bear partial fringe benefits costs in the amount of \$19,774 and overhead costs, which includes \$111,206 in central services and \$142,850 in department administration, totaling \$273,830 not reimbursed by the grant. Funding in the amount of \$276,800 will be set aside for the first year of the program and \$266,800 for each of the two additional program years.

**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:


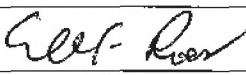


1. Authorize the City Attorney or his designee to approve the accompanying contract between the City and the County of Los Angeles for a three-year budget in the amount of \$810,400 to support the Homeless Court Clinic Program from June 25, 2015 to June 24, 2018 and authorize the City Attorney or his designee to execute said contract 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 grant funding in the amount of \$810,400 from the County of Los Angeles for three years of funding, with \$276,800 for the first year and \$266,800 for each additional year;
3. Add one Deputy City Attorney II, one Administrative Coordinator I, and one Legal Clerk I resolution authorities to the City Attorney's Office for the period of July 1, 2015 to June 30, 2016 to support the Homeless Court Clinic Program;
4. Authorize the Controller to:
  - a. Establish a receivable from the County of Los Angeles in the amount of \$810,400;
  - b. Establish appropriation Account 12M860, Homeless Court, within Fund 368, Department 12, in the amount of \$810,400;
  - c. Transfer \$201,680 from Account 12M860, Homeless Court, to Fund 100, Department 12, Account 001010, Salaries General;
  - d. Upon receipt of grant funds, transfer up to \$66,433 from Fund 368, Department 12, Account 12M860 to Fund 100, Department 12, Revenue Source Code 5361 Related Costs – Reimbursement From Other Funds; and,
5. Authorize the City Attorney to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

**12. Fiscal Impact Statement**

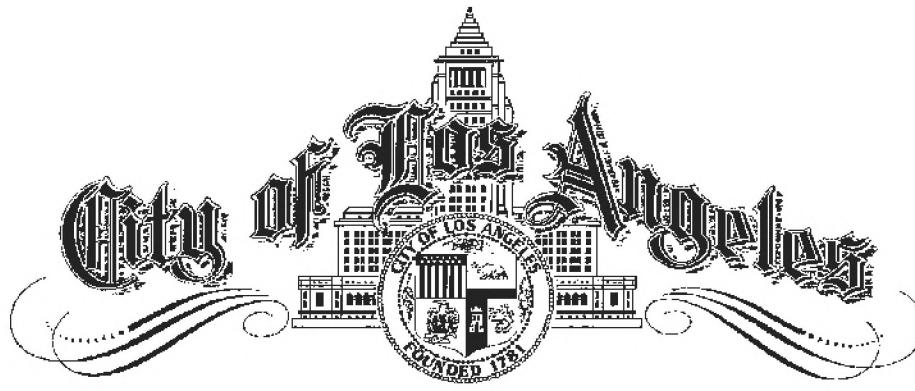
Yes This Office finds that the Grant complies with City financial policies as follows (see below):

No This Office finds that the Grant does not comply with City financial policies as follows (see below):

The estimated total cost of the Homeless Clinic Court Program for the three-year grant performance period is \$1,084,230, of which \$810,400 will be reimbursed by the County of Los Angeles. The General Fund impact will be \$273,830 for partial fringe benefits costs and overhead costs (central services and department administration). No additional appropriation is needed. 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.

 CAO Analyst	 Chief	 CAO/Assistant CAO	 Date
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2015 SEP -2 PM 2:05  
CITY ADMINISTRATIVE OFFICER

**MICHAEL N. FEUER**  
CITY ATTORNEY

August 22, 2015

The Honorable Eric Garcetti  
Mayor of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Cary Gross

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

**Re: Homeless Court Clinic Program Expansion FY 2015-18**

Contact person: Michiko Reyes (213) 978-7020  
Songhai Miguda-Armstead (213) 978-1882  
Camilo Cruz (213) 978-4098

Dear Mayor Garcetti and Honorable Members of City Council:

The Office of the Los Angeles City Attorney is herewith transmitting for your review and approval the Controller's instructions related to the FY 2015-18 Homeless Court Clinic Program (previously the Los Angeles County Homeless Court Program) totaling \$810,400. This funding will reimburse the City Attorney's Office for its role of supporting the Homeless Court Clinic Program throughout the County of Los Angeles for a three- year period from June 25, 2015 through June 24, 2018. This funding will be for \$276,800 for the first programmatic year and \$266,800 for each of the two additional programmatic years.

The City of Los Angeles has one of the largest homeless populations in the country. The Homeless Court Clinic Program helps homeless individuals or those at risk of homelessness, who may also have a mental illness, substance/alcohol addiction, co-occurring disorder, or are veterans resolve the legal barriers that are just one of the many challenges they face on the road to self-sufficiency and security. The Program resolves certain minor traffic citations, warrants, quality of life citations, and related fines – all of which can detrimentally affect a person's employment and housing opportunities. Eligible participants are required to complete identified community obligation hours specific to their needs, with pre-approved service providers, in order to have the citations and/or cases resolved.

FY 2015-16 marks a new direction for the Homeless Court Clinic Program, which entails the City Attorney's Office spearheading key programmatic shifts with the goal of increasing access and services for homeless individuals and individuals in need.

August 22, 2015

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The grant will allow the City Attorney to hire new personnel to establish an in-house, full time team of dedicated staff to implement the following homeless intervention strategies: (1) expansion of the Homeless Citation Clinic; (2) creation of new provider-specific citation clinics; and (3) the ability to process citations for qualifying individuals (homeless, mentally ill, veterans) on a case-by-case basis throughout the year outside the homeless clinic events. Any individual, shelter, or community service agency can utilize this new service by calling the City Attorney's office.

Improved resource coordination and knowledge base within the City Attorney's Office for all issues pertaining to the homeless will facilitate communication between city, county, and partner agencies in the community.

Six (6) Homeless Citations Clinics will be implemented per year throughout the County of Los Angeles, as well as the provider specific clinics and the individual case outreach. Through these initiatives individuals with eligible non-violent infractions and/or misdemeanor offenses may have these matters dismissed upon proof of completed community obligation hours with pre-approved service providers.

Community obligation hours include any hours performed by individuals within a "social" or "community service" setting. For these initiatives the priority will be to assign individuals to those specific social services that help address the root causes of their homelessness and thereby engender self-sufficiency within the individual, such as services which address mental health, housing, employment, education and other issues. If appropriate, other more typical community service hours will be offered to eligible individuals in combination with social service hours, including community clean-ups, work at homeless shelters, or other community improvement projects.

The City Attorney's Office, through increased funding, will oversee the clinics and individual outreach, conduct intake of prospective clients, complete background check inquiries, review charges for eligibility, maintain and record statistical data, track compliance of participants, and file dismissal motions with the Los Angeles County Superior Court. The clinics will be scheduled throughout the City and County based on SPAs on annual rotations, subject to need and coordination of supporting agencies. Additional services will entail conducting outreach regarding the Homeless Court Clinic Program through the development and distribution of brochures and flyers.

The total cost for FY 2015-16 is \$361,485, of which \$276,800 will be reimbursable funding to the City by the County of Los Angeles for a minimum of 300 individuals to be serviced through the Homeless Court Program. The City will have to contribute \$84,685 for related cost that is not reimbursed by County funding (due to budget constraints). The Homeless Court Program will be staffed by one full-time Deputy City Attorney, one full-time legal clerk, and one full-time administrative coordinator. Additional reimbursable expenses will include volunteer expenses (gas cards for volunteer attorneys), printing of brochures and flyers, and transportation of participants.

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

1. **AUTHORIZE** the City Attorney or his designee to **APPROVE** the accompanying contract between the City and the County for a three-year budget in the amount of \$810,400 to

August 22, 2015

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support the Homeless Court Clinic Program from June 25, 2015 to June 24, 2018 and authorize the City Attorney or his designee to **EXECUTE** said contract on behalf of the City, subject to the approval of the City Attorney as to form and legality.

2. **ACCEPT** the funding in the amount of \$ 810,400 from the County of Los Angeles for three years of funding, with \$276,800 for the first year and \$266,800 for each additional year.

3. **RESOLVE** that employment authorities in the City Attorney's Office for the period of July 1, 2015 - June 30, 2018 for one Deputy City Attorney II (0552), one Administrative Coordinator I (0567), and one Legal Clerk I (0585) are approved.

4. **AUTHORIZE** the Controller:

a. Establish a receivable from the County of Los Angeles in the amount of \$ 810,400.

b. Establish the following appropriation account within Fund 368:

Account No. 12M860 - Homeless Court      \$ 810,400

c. Transfer \$201,680 from Account 12M860 - Homeless Court, to Fund 100, Department 12, Salary Account 001010 - Salaries General.

d. Upon receipt of grant funds, transfer up to \$66,433 from Fund 368, Account 12M860 - Homeless Court to Fund 100, Department 12, Revenue Source 5361 Related Costs - reimbursement from other funds.

5. **AUTHORIZE** the City Attorney, or designee, to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

Thank you for your consideration to this matter. If you or your staff should have any questions or need any further information, please contact Michiko Reyes at 213 978-7020 or Songhai Miguda-Armstead at 213 978-1882.

Sincerely,

  
Leela Kapur  
Chief of Staff

Cc: Miguel Santana, CAO  
Mara Legaspi, CAO  
Michiko Reyes, City Attorney  
Songhai Miguda-Armstead, City Attorney

## City of Los Angeles Grant Award Notification and Acceptance

<b>Recipient Department</b>					
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Revision <input type="checkbox"/> Sub-Allocation					
Grants Coordinator: Janette Flintoft		E-Mail: janette.flintoft@lacity.org		Phone: 213-978-8100	
Project Manager: Songhai Miguda Armstead		E-Mail: songhai.miguda-armstead@lacity.org		Phone: 213-978-1882	
Department/Bureau/Agency: City Attorney Criminal Division				Date: 08/26/2015	
<b>Grant Information</b>					
Name of Grantor: County of Los Angeles			Pass Through Agency: n/a		
Grant Program Title: Homeless Court Program			Notification of Award Date: n/a		
Funding Source (Public or Private): <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> Foundation <input type="checkbox"/> Corporation <input type="checkbox"/> Other		Grant Type: <input type="checkbox"/> Formula/Block <input type="checkbox"/> Competitive/Discretionary <input checked="" type="checkbox"/> Other		Funds Disbursement: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement	
Agency's Grant ID: CFDA # _____ Other ID # _____ eCivis ID# _____					
Match Requirement: <input checked="" type="checkbox"/> None <input type="checkbox"/> Recommended <input type="checkbox"/> Mandatory _____ Amount = _____ % Match					
Match Type: <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind Identify Source of Match: _____					
<b>Fiscal Information:</b>		Awarded Funds \$810,400	Match/In-Kind Funds \$	Additional/Leveraged Funds \$273,830	Total Project Budget \$1,058,395
<b>Approved Grant Budget Summary:</b>					
Category	Awarded	Match	Additional	Explanation	
Personnel					
Salaries	605,040			3 year grant agreement	
Fringe Benefits	179,525		19,774	3 year grant agreement	
Indirect			254,056	3 year grant agreement	
Equipment					
Materials/Supplies	7,835			Volunteer Expenses, printing costs	
Travel					
Contractual Services	18,000			Transportation costs for program participants	
Other					
Total:					
	810,400		273,830		
<b>Approved Project</b>					
Descriptive Title of Funded Project: Homeless Court Program					
Performance Period Start/End Dates (Month/Day/Year): Start: 6/25/2015 End: 06/24/2018			Citywide: <input checked="" type="checkbox"/> Affected Council District(s): All Affected Congressional District(s): All		
Purpose: <input type="checkbox"/> Capital/Infrastructure <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Program <input type="checkbox"/> Planning/Training <input type="checkbox"/> Pilot/Demonstration					
Identify Internal Partners (City Department/Bureau/Agency):					
Identify External Partners:					
<b>Summary</b>					
Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.					
The City of Los Angeles has one of the largest homeless populations in the country. The Homeless Court Clinic Program helps homeless individuals or those at risk of homelessness, who may also have a mental illness, substance/alcohol addiction, co-occurring disorder, or are veterans resolve the legal barriers that are just one of the many challenges they face on the road to self-sufficiency and security. The Program resolves certain minor traffic citations, warrants, quality of life citations, and related fines – all of which can detrimentally affect a person's employment and housing opportunities. Eligible participants are required to complete identified services specific to their needs, with pre-approved service providers, in order to have the citations and/or cases resolved.					

## City of Los Angeles Grant Award Notification and Acceptance

### Fiscal Impact Statement

Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.

**The total program costs for the 3 year period is \$1,084,230. The County of Los Angeles will provide \$810,400 in grant funding. The City of Los Angeles will contribute \$273,830 in related costs during the 3 year period.**

### Acceptance Packet

The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. The following items comprise the Acceptance Packet and are attached for review by the CAO Grants Oversight Unit:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Grant Award Notification and Acceptance       | <input type="checkbox"/> Copy of Award Notice                            |
| <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) | <input type="checkbox"/> Copy of Grant Agreement (if applicable)         |
| <input type="checkbox"/> Detail of Positions and Salary Costs (Excel Document)    | <input checked="" type="checkbox"/> Additional Documents (if applicable) |

Department Head Name:  
MC Molitor

Department Head Signature: 

Date: 8-31-2015

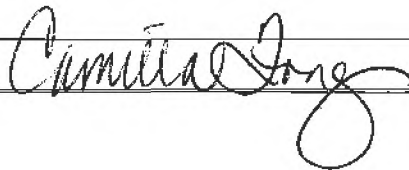
### FOR CAO USE ONLY

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

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

Comments:

CAO Grants Oversight Unit Signature:



Date: 9/18/15

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

					Department:	Los Angeles City Attorney
<b>Homeless Court Program Grant Project Breakdown</b>		<b>Grant Funds</b>	<b>Additional Costs**</b>		<b>Total</b>	<b>Comments</b>
<b>Salaries</b>			<b>City Funds</b>	<b>Non-City Funds</b>		
1010 Salaries General		605,040			605,040	3 year grant agreement
1020 Salaries Grant Reimbursed					0	
1070 Salaries As Needed					0	
1090 Overtime					0	
<b>Salaries Total:</b>		\$ 605,040			605,040	
<b>Related Costs City Attorney</b>		<b>CAP Rate</b>				
Fringe Benefits		32.94%	179,525	19,774	199,299	3 year estimate for related cost
Department Administration		23.61%		142,850	142,850	3 year estimate for related cost
Central Services		18.38%		111,206	111,206	3 year estimate for related cost
<b>Related Costs Total:</b>			\$ 179,525	\$ 273,830	\$ 453,355	
<b>Expense</b>						
2120 Printing & Binding					0	
2130 Travel					0	
3040 Contractual Services					0	
3310 Transportation					0	
4160 Governmental Meetings					0	
6010 Office Supplies					0	
6020 Operating Supplies					0	
7300 Equipment					0	
Other (Database)					0	
<b>Expenses Total:</b>			\$ 0		0	
<b>Grand Total:</b>		\$ 784,565	\$ 273,830	\$ -	\$ 1,058,395	
<p>*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)</p>						



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

\*\*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.





**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND THE**

**CITY OF LOS ANGELES, OFFICE OF THE CITY ATTORNEY**

**FOR THE**

**LOS ANGELES COUNTY HOMELESS COURT PROGRAM**

**AGREEMENT NUMBER:**

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF LOS ANGELES  
AND THE  
CITY OF LOS ANGELES, OFFICE OF THE CITY ATTORNEY  
FOR  
LOS ANGELES COUNTY HOMELESS COURT PROGRAM

This Memorandum of Understanding (MOU or Agreement or Contract) is entered into by and between the County of Los Angeles (County) and the City of Los Angeles, Office of the City Attorney (Contractor or City Attorney), collectively referred to 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 the County Homeless Court Program;

**WHEREAS**, the City is a public entity with recognized professionals and experience in providing effective homeless court services and has participated in the Homeless Court Program on an in-kind basis; and,

**WHEREAS**, on May 26, 2015, the County Board of Supervisors delegated authority to the Interim Chief Executive Officer to enter into a sole source MOU with the City for the City to serve as the lead agency for the continued operations of the County Homeless Court Clinic for a period of three years.

**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 the Homeless Court Clinic. The Homeless Court Clinic will continue to assist homeless individuals or those at risk of homelessness, who may also have a mental illness, substance/alcohol addiction, co-occurring disorder, or are veterans. It will also continue to resolve certain traffic and quality of life citations, some low level misdemeanor charges, and related warrants and fines which can detrimentally affect a person's ability to access employment, social services and permanent housing opportunities.

As part of the redesign, the Homeless Court Clinic Program will be restructured to a format similar to a citation clinic currently operated by the Office of the Los Angeles City Attorney. These clinics operate as mobile one-day events where homeless individuals and/or veterans are assisted by City Attorney staff and

homeless service providers to resolve specific quality of life tickets. Benefits of the redesigned Homeless Court Clinic include:

- A shorter intake process
  - o One-page application versus multi-page packet previously required by the Los Angeles County Homeless Court Program
  - o On-site interview versus multiple follow-up items by mail from a case manager previously required by the Los Angeles County Homeless Court Program
- Homeless participants may use the service more than once where the Los Angeles County Homeless Court Program limited any ticket assistance to a single opportunity
- Homeless participants will be connected to service providers with access to housing on-site rather than already being required to have an existing relationship with a service provider,
- Participants will be connected with County resource agencies on-site including the Department of Health Services, the Department of Mental Health, the Los Angeles Homeless Services Authority, and the Department of Public Social Services,
- In order to have the citations, fines, and/or warrants resolved, approved participants must complete the required number of community obligation hours as assigned by the City Attorney. The community obligation hours may be in the form of a requirement to benefit the individual participant or the community as determined by the pre-approved service provider,
- Participants are required to begin their community obligation hours with the pre-approved, identified service provider within 60 days of the attended Clinic. The term of completion may vary based on the service provider, the number of hours to be completed, and the special needs of the participant.

## **II. TERM OF MOU**

The term of this MOU shall be three (3) years, commencing upon full execution by the City and the County's Interim Chief Executive Officer (CEO), unless sooner terminated or extended, in whole or in part, as provided in this MOU.

## **III. CEO RESPONSIBILITIES**

A. The CEO's Service Integration Branch, Housing and Homeless Unit (SIB-HHU) will be responsible for oversight of the HPI funding that is used for the Homeless Court Clinic Program. The SIB-HHU's Homeless Coordinator will review and approve any invoices submitted for payment.

B. Any request for changes to the MOU must be submitted in writing to the SIB-HHU Homeless Coordinator for review and approval. Changes may require an amendment, pursuant to Section VI. Further Terms and Conditions, I. Amendments.

C. The SIB-HHU's Homeless Coordinator will assist in the promotion of the new program and process throughout all SPAs by attending homeless-related meetings and utilizing our existing network of service providers based on the location of the respective clinic.

D. The SIB-HHU's Homeless Coordinator will assist with linking the City Attorney with County health and human services departments, in all SPAs with the goal of encouraging new partnerships and presence at the clinics. This will be accomplished through the SIB-HHU Homeless Coordinator connecting with the Homeless Unit of each respective County agency.

#### **IV. CITY RESPONSIBILITIES**

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

B. The City will establish relationships with other jurisdictions in order to expedite the clearing of charges and/or warrants identified through the Homeless Court Clinic program. The City Attorney will establish a Memorandum of Understanding where required.

C. The City Attorney will submit quarterly invoices to the SIB-HHU detailing the expenditure of HPI funds and outcome reports detailing the accomplishments, progress, and challenges.

#### **V. COMPENSATION**

A. The maximum amount paid under this MOU shall not exceed, \$800,400 over the three-year term of the MOU. Funding for each year shall be \$266,800 excluding the additional allocated one-time unspent program funds of \$10,000 to support the Fiscal Year 2015-16 start-up and operational costs for the Homeless Court Clinic Program from the Homeless Prevention Initiative per the Los Angeles County Board of Supervisors' May 26, 2015, motion.

Unspent funds from Program Year 1 or 2 may be rolled over into the following years if approved in writing, email or letter, from the SIB-HHU Homeless Coordinator. Any such approval will be at the sole discretion of the SIB-HHU Homeless Coordinator and must be obtained prior to obligating any rollover monies.



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

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

D. City shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the City after the expiration or other termination of this MOU. Should the City receive any such payment it shall immediately notify 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 County's right to recover such payment from the City. This provision shall survive the expiration or other termination of this MOU.

E. City shall notify SIB-HHU in writing when this MOU is within six (6) months of the expiration of the term as provided for above.

## **VI. FURTHER TERMS AND CONDITIONS**

### **A. INDEPENDENT CONTRACTOR STATUS**

This MOU is between the County and Contractor 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 County and Contractor. 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 County 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 County shall be addressed as follows:

Cheri Thomas  
County of Los Angeles  
Chief Executive Office  
222 South Hill Street, 5<sup>th</sup> Floor  
Los Angeles, CA 90012  
213-974-4603

Notices to City shall be addressed as follows:

Songhai Miguda-Armstead  
City of Los Angeles  
Office of the City Attorney  
City Hall  
200 N. Spring Street, 14th Floor  
Los Angeles, CA 90012  
213-978-1882

#### **E. TERMINATION**

Either party may terminate this MOU, 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.

#### **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 \$5 million, 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 30 days' written notice of any modification or cancellation of the program.

#### **H. AUTHORIZATION WARRANTY**

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

#### **I. 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.

#### **J. CONFIDENTIALITY**

Contractor 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. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU. As a condition of employment, all employees of Contractor must sign and adhere to the attached Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit C). Further, Contractor shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of the Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit E). These Confidentiality Agreements shall be filed in Contractor's personnel records for the employees and agents and Contractor shall provide a copy to County upon request.

#### **K. BUDGET REDUCTIONS**

County 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.

#### **L. COMPLIANCE WITH APPLICABLE LAW**

Contractor 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.

Contractor 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 Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

#### **M. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

- 1) Jury Service Program:  
This MOU is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- 2) Written Employee Jury Service Policy
  - a. Unless Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
  - b. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the MOU, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

c. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the MOU and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the MOU. In the event of such material breach, County may, in its sole discretion, terminate the MOU and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**N. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this MOU to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this MOU.

**O. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 1) Should the Contractor require additional or replacement personnel after the effective date of this MOU, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for

Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 2) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **P. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 1) **Responsible Contractor**  
A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.
- 2) **Chapter 2.202 of the County Code**  
The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this MOU or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the MOU, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- 3) **Non-responsible Contractor**  
The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 4) **Contractor Hearing Board**
  - a. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the

evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

g. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

**Q. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**R. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 2) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department



Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**S. COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under this MOU on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which 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 Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Agreement.

**T. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 1) The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 2) The Contractor shall certify to, and comply with, the provisions of Exhibit B- Contractor's EEO Certification.
- 3) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4) The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 5) The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 6) The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph T when so requested by the County.
- 7) If the County finds that any provisions of this paragraph T have been violated, such violation shall constitute a material breach of this MOU upon which the County may terminate or suspend this MOU. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this MOU.
- 8) The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this MOU, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this MOU.

**U. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to 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.

**V. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this MOU and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**W. RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this MOU.

**X. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Section VI, Paragraph R. Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section VI, Paragraph E. Termination.

**Y. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this MOU will maintain compliance, with Los Angeles County Code Chapter 2.206.

**Z. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section VI, Paragraph Y. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**AA. TERMINATION FOR IMPROPER CONSIDERATION**

- 1) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, 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 Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2) The Contractor 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, service, the provision of travel or entertainment, or tangible gifts.

**BB. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this MOU.

**CC. 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.

**DD. 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.

**EE. 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.

**FF. ENTIRE AGREEMENT**

This MOU and its Exhibits A - E constitute 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.

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IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF LOS ANGELES

CITY OF LOS ANGELES  
OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_  
SACHI A. HAMAI  
Interim Chief Executive Officer

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

APPROVED AS TO FORM:  
BY COUNTY COUNSEL

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

By \_\_\_\_\_  
KATHERINE M. BOWSER  
Senior Deputy County Counsel

By \_\_\_\_\_  
LAUREL L. LIGHTNER  
Asst. City Attorney

**Statement of Work and Budget**

**I. Overview**

The Los Angeles City Attorney (City Attorney) shall restructure the current Los Angeles Superior Court Homeless Court Program to a citation clinic format (Homeless Court Clinic). Some of the benefits of this new model over the current model include:

- The clinics will be mobile and held at different locations throughout Los Angeles County and take services and assistance directly to individuals and communities in need.
- Participants not need already be associated with approved case management programs as a prerequisite to participation.
- The intake process will be quicker and more efficient: the current formal and lengthy application process will not be required, thereby reducing the demands on service providers and administrative staff.
- 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.
- A greater number of individuals will be served.

**II. Eligibility**

- a. The City Attorney will determine eligibility for dismissal of criminal convictions by the Superior Court based upon the following criteria:
  - i. The applicant/defendant has an eligible infraction or misdemeanor offense within the Clinic's jurisdiction (charges not involving victims, drugs, or violence).
  - ii. The applicant/defendant has no pending felony cases or outstanding criminal warrants (other than an offense they are seeking to resolve through the Clinic).
  - iii. The applicant/defendant is homeless or at risk of homelessness, and/or may also have a mental illness, substance/alcohol addiction, co-occurring disorder, or be a veteran and is willing to participate with and/or receive services from an approved program or agency providing housing including supportive housing, mental health counseling, addiction treatment, employment training and placement, or other rehabilitative services.

**III. Duties and Tasks**

**a. City Attorney**

- i. The City Attorney will oversee the clinic and be responsible for the intake of new requests for service, complete background check inquiries, reviewing charges, maintaining and recording statistical data for funding, tracking compliance of participants and filing necessary dismissals with the clerk of the Superior Court.
- ii. The City Attorney will organize, coordinate, and implement citation clinics at various locations throughout Los Angeles County. Clinics shall be scheduled bi-monthly unless otherwise agreed by both parties in the various Supervisorial Districts and by combined Service Planning Areas (SPA) (e.g., SPAs 1 & 2, SPAs 3 & 7, SPAs 4 & 5, and SPAs 6 & 8); citation clinics will rotate among the SPAs subject to need and coordination of supporting agencies.
- iii. The City Attorney will emphasize housing and supportive services in the following manner:
  1. Housing: all approved service providers by the City Attorney will be asked to assist participants by offering housing and support services, to those interested, as they complete their service hours.
  2. Increased area: homeless service providers throughout the County will refer homeless, mentally-ill, substance addicted, co-occurring disorder inflicted, and/or veteran individuals to attend the clinics. In between Clinic dates, case managers may work with Homeless Court Clinic staff at the City Attorney's Office to submit registration documents and proof of completed hours for their current clients by post, email, or fax. This will particularly benefit individuals receiving services in remote locations.
- iv. The City Attorney will implement a "resource coordinator" within the Office of the Los Angeles City Attorney to identify, direct, and connect individuals with the most direct, crucial, and appropriate services related to their specific and unique needs.
- v. Pursuant to the budget identified in this Exhibit A, Statement of Work and Budget, the City Attorney will create brochures and flyers for the purpose of marketing, branding, and advertising upcoming clinic events.
- vi. The City Attorney will utilize the budget identified in this Exhibit A, Statement of Work and Budget, to coordinate and lease



transportation services for Clinic participants at pick-up points within the targeted areas as identified by Clinic staff.

- vii. The City Attorney will establish relationships with other jurisdictions within the County of Los Angeles in order to expedite the resolution of charges and/or warrants identified through the Homeless Court Clinic Program. The City Attorney will establish a Memorandum of Understanding with other jurisdictions where required.
- viii. The City Attorney will establish relationships with neighboring County jurisdictions in order to request that they resolve citations of Homeless Court Clinic participants issued within their jurisdictions.

**b. Public Defender**

- i. The City Attorney will work with the Public Defender, who will make every effort to attend all clinics in-kind to provide legal counsel for individuals with criminal matters outside of the areas of scope or jurisdiction of the City Attorney and/or the Clinic (e.g., outstanding felony warrants and/or other non-eligible charges).
- ii. The Public Defender will refer potential participants.

**IV. Performance Goals/Reporting**

**a. Goals**

- i. A total of six clinics will be held each program year. Clinics shall be scheduled bi-monthly unless otherwise agreed by both parties in the various Supervisorial Districts and by combined Service Planning Areas (SPA) (e.g., SPAs 1 & 2, SPAs 3 & 7, SPAs 4 & 5, and SPAs 6 & 8).
- ii. The City Attorney will conduct intake for a minimum of 300 individuals at the clinics during each program year.
- iii. The City Attorney will verify and review completed community obligation hours forms submitted by City Attorney approved service providers, check appropriate databases, and determine eligibility or ineligibility within ten business days of receipt.
- iv. For eligible City Attorney participants, within the City of Los Angeles, the City Attorney will transmit motions to dismiss, suspend fines, and/or recall warrants, to the Court within ten business days of the determination of eligibility by the City Attorney.

- v. City Attorney eligible participant cases outside of the City of Los Angeles, but within the County of Los Angeles, will be referred by the City Attorney to the appropriate jurisdiction within ten business days of the determination of eligibility by the City Attorney.

b. Reporting Information

The City Attorney will submit quarterly outcome reports detailing the accomplishments, progress, and challenges of the Homeless Court Clinic Program. These quarterly reports will include:

- i. The number of individuals who attended each clinic during that reporting period
- ii. The number of individuals who went through the intake process at each clinic during that reporting period
- iii. The number of service providers represented at each clinic during that reporting period
- iv. The number of service providers with connections to housing at each clinic during that reporting period
- v. The number of service providers with connections to mental health services at each clinic during that reporting period
- vi. The number of service providers with connections to substance abuse services at each clinic during that reporting period
- vii. The number of service providers with connections to employment/job training services at each clinic during that reporting period
- viii. The number of service providers with connections to other supportive services at each clinic during that reporting period
- ix. The number of individuals transported to each clinic during that reporting period
- x. The number of referrals received outside of the clinic setting during that reporting period (to be included with the numbers for the next scheduled Clinic)
- xi. The number of individuals that met with the Public Defender at each clinic during that reporting period
- xii. The number of individuals that were linked to service providers with access to housing at each clinic during that reporting period
- xiii. The number of individuals who self-identify as homeless or at-risk of homelessness during intake at each clinic during that reporting period
- xiv. The number of citations dismissed per clinic during that reporting period
- xv. The number of individuals who had citations dismissed per clinic during that reporting period

- xvi. The number of neighboring County citations referred per clinic during that reporting period

**Homeless Court Clinic Program  
City Attorney  
Three-Year Budget**

Los Angeles County Homeless Court Clinic Program	Budget Year 1	Budget Years 2 & 3
<b>Personnel:</b>		
Legal Clerk I	37,396	37,396
Administrative Coordinator I	54,726	54,726
Deputy City Attorney II	109,557	109,557
<b>Subtotal Personnel</b>	<b>\$201,679</b>	<b>\$201,679</b>
Employee Benefits @32.49%	66,433	56,546
<b>Total Personnel</b>	<b>\$268,112</b>	<b>\$258,225</b>
<b>Operating Expenses:</b>		
Brochures/Flyers	1,613	1,500
Client Transportation	6,000	6,000
Volunteer Expenses (gas cards for pro-bono attorneys)	1,075	1,075
<b>Total Operating Expenses</b>	<b>\$8,688</b>	<b>\$8,575</b>
<b>TOTAL</b>	<b>\$276,800</b>	<b>\$266,800</b>

Changes greater than 10% between categories require written authorization from SIB-HHU Homeless Coordinator. Written authorization may be defined to include letter, e-mail, and fax.

**CITY'S EEO CERTIFICATION**

\_\_\_\_\_  
City Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the City, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CITY'S SPECIFIC CERTIFICATIONS

1. The City has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
  
2. The City periodically conducts a self analysis or utilization analysis of its work force. Yes  No
  
3. The City has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
  
4. Where problem areas are identified in employment practices, the City has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

**CITY EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

**General Information**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

**Employer Acknowledgment**

I understand that \_\_\_\_\_ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_, and the County of Los Angeles.

\_\_\_\_\_ (Initial and date)

**Confidentiality Agreement**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CITY EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between \_\_\_\_\_ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

" . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or upon completion of the presently assigned work task, whichever occurs first.

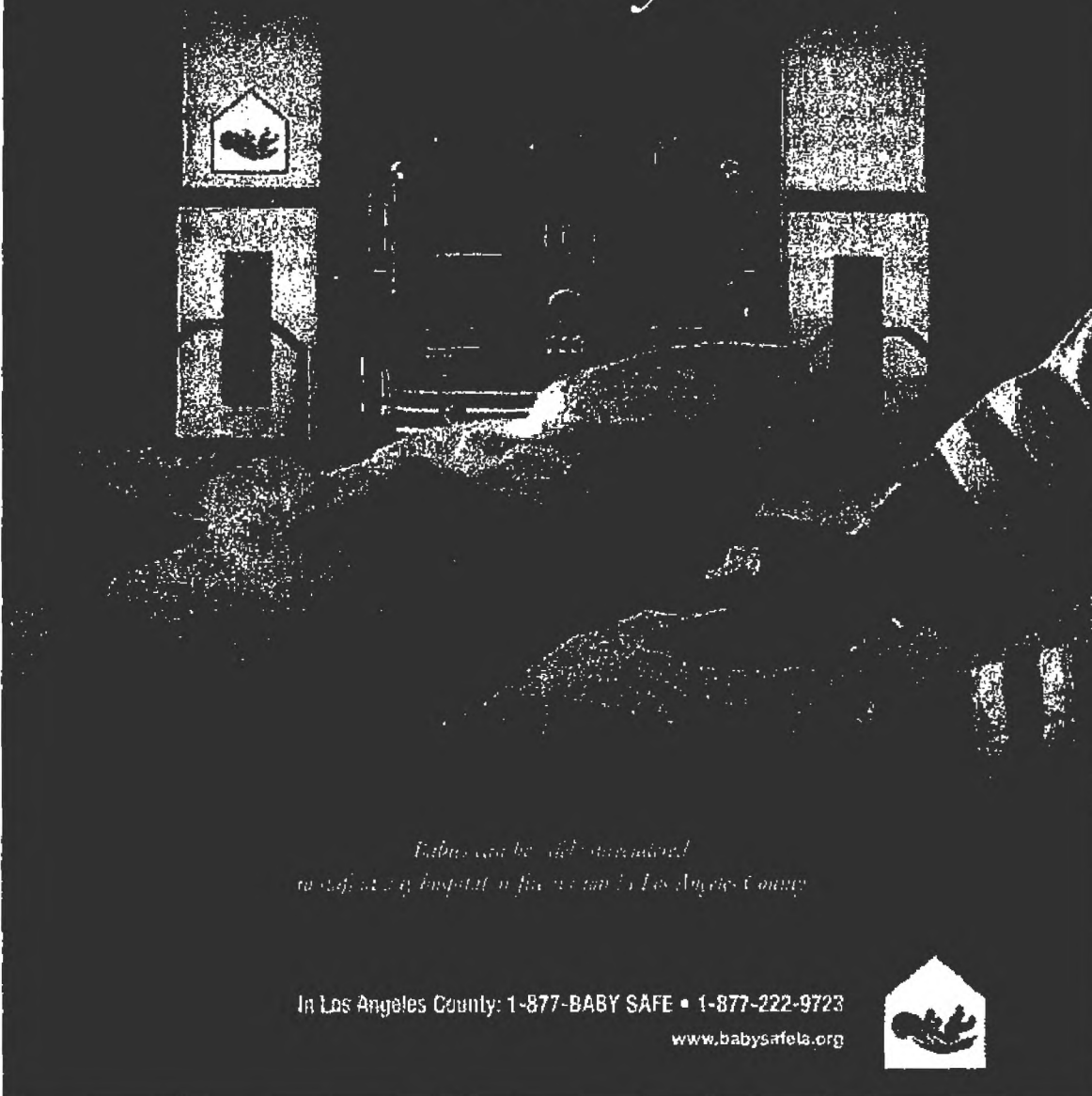
I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature \_\_\_\_\_ Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital in the state in Los Angeles County.*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)





# Safely Surrendered Baby Law

What is the Safely  
Surrendered Baby Law?



Babies can  
be safely  
surrendered

at any time at  
any hospital or fire station in  
Los Angeles County.

Every baby deserves a chance for a healthy  
life. If someone you know is considering  
abandoning a baby, let her know there are  
other options. For more info, call (714) 944-3300.

After birth, a baby can be surrendered to  
staff at any hospital or fire station in  
Los Angeles County.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and asked the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; she would provide some identification in the event the mother changed her mind about surrendering the baby and wanted to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the returned return envelope provided. The baby was transported by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

In Los Angeles County, 1-877-BABY SAFE • 1-877-222-9723  
www.babyhope.org

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use brackets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-549-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a bubble reply envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public restrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



**CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Consultant Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Consultant or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_