

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE

0130-02084-0001

Date: August 16, 2019

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

From: Richard H. Llewellyn, Jr., City Administrative Officer

Subject: **PHASE II ECIVIS GRANTS MANAGEMENT PROGRAM – GRANT  
ACCEPTANCE PACKET FOR THE FISCAL YEAR 2019-20 LOS ANGELES  
COUNTY CRIMINAL RECORD CLEARING PROJECT**

Attached is the Grant Acceptance Packet (Packet) for a grant award in the amount of \$973,607.85 from the County of Los Angeles for a period from July 1, 2019 through June 30, 2020 for the City Attorney's Homeless Engagement and Response Team (HEART).

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 2019-20 grant provides a total of \$973,607.85, which will finance six existing positions, including one Deputy City Attorney II, one Deputy City Attorney I, two City Attorney Administrative Coordinator II, and two City Attorney Administrative Coordinator I positions (\$614,344.08), along with \$280,263.77 in employee benefits. The balance of funding will provide \$60,500 for technology costs, \$14,000 for supplies and equipment, \$2,000 for transportation costs, and \$2,500 for travel expenses. As a participant in the Phase II eCivis Grants Management Program, the City Attorney's Office submitted the packet for review and analysis by the Office of the City Administrative Officer (CAO) Grants Oversight Unit and the assigned CAO Analyst.

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

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

Should you have any questions regarding the Grant Acceptance Packet, please contact Sharon Lee at (213) 978-7629.

RHL:EFR:SCL:04200016a

Attachments

**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> May 14, 2019	
<b>Grant Award Title:</b> FY 19-20 Los Angeles County Homeless Legal Assistance		<b>Grant Amount:</b> \$973,607.85 <b>Prior Grant Award(s):</b> \$850,760.21	
<b>Awarding Agency:</b> County of Los Angeles			
<b>Grant Agreement Number/Reference:</b> LAC0052	<b>Performance Start Date:</b> July 1, 2019	<b>Performance End Date:</b> June 30, 2020	
Purpose: The City Attorney's Office requests authority to accept grant funding in the amount of \$973,607.85 from the County of Los Angeles for the Los Angeles County Criminal Record Clearing Project for a grant performance period from July 1, 2019 to June 30, 2020.			

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
<b>1. Authority for Grant Acceptance</b>				
<ul style="list-style-type: none"> <li>Department requests acceptance of the Grant</li> </ul>	X			( ) Terms/Conditions outlined in Award Notice/Grantor Agreement
<b>2. Match Requirement Review</b>				
<ul style="list-style-type: none"> <li>Match Sources Identification completed</li> </ul>			X	( ) Obtain match requirements from Award Notice/Grantor Agreement
<ul style="list-style-type: none"> <li>Additional Funds requested</li> </ul>			X	( ) Submit to CAO for review
<b>3. Charter Section 1022 Determination</b>				
<ul style="list-style-type: none"> <li>Charter Section 1022 findings completed</li> </ul>			X	( ) Submit to CAO for review and determination
<b>4. Provisions for Grant-Funded Contracts</b>				
<ul style="list-style-type: none"> <li>Standard and Grantor Provisions or equivalent language is included</li> </ul>			X	( ) Incorporate Provisions or Language into proposed agreement
<ul style="list-style-type: none"> <li>Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/></li> </ul>			X	( ) Submit to City Attorney for review and approval; copy to CAO
<b>5. Personnel Authorities</b>				
<ul style="list-style-type: none"> <li>Department has submitted a request for position(s)</li> </ul>			X	( ) Review documents and make determination
<b>6. Grant Implementation Recommendations</b>				
<ul style="list-style-type: none"> <li>Department has submitted grant implementation instructions</li> </ul>	X			( ) Submit to CAO for review
<b>7. Controller Instructions for Fund/Accounts Set-Up</b>				
<ul style="list-style-type: none"> <li>Department has requested Funds/Accounts Set-up</li> </ul>	X			
<b>8. Governing Body Resolution/Certification</b>				
<ul style="list-style-type: none"> <li>Department has submitted Resolution/Certification</li> </ul>			X	( ) Submit to CAO and City Attorney for review
<b>9. Fiscal Impact Analysis</b>				
<ul style="list-style-type: none"> <li>Department has submitted Fiscal Impact Statement</li> </ul>	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 \$973,607.85 in grant funding from the County of Los Angeles for the Los Angeles County Criminal Record Clearing Project, administered by the City Attorney's Homeless Engagement and Response Team (HEART). 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. As of March 31, 2019, HEART has provided services to 756 individuals through 34 homeless citation clinics.

The funding will continue existing services provided by one Deputy City Attorney II, one Deputy City Attorney I, two Administrative II, and two Administrative Coordinator I positions. These positions work as two field teams that run criminal background records, manage mobile team deployments, motion the LA Superior Court to secure dismissals, coordinate with the court clerk to ensure fines and fees are removed 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 field teams, and coordinate existing service providers in the processing of participants.

The total cost of the program is \$1,281,701.85 of which \$973,607.85 will be reimbursed to the City as follows: \$614,344.08 for salaries, \$280,263.77 for fringe benefits, \$60,500 for technology costs, \$14,000 for supplies and equipment, \$2,000 for transportation costs, and \$2,500 for travel. The City will contribute \$308,094 for indirect costs of Central Services and Department Administration. There is no new General Fund impact as the \$308,094 is included in the 2019-20 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:

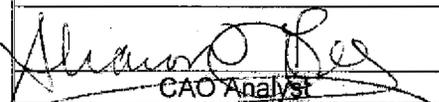
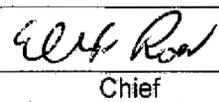
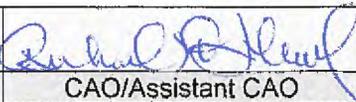
1. Authorize the City Attorney or his designee to approve the accompanying contract between the City and the County of Los Angeles for the period of July 1, 2019 to June 30, 2020, subject to the approval of the City Attorney as to form;
2. Accept funding in the amount of \$973,607.85 from the County of Los Angeles;
3. Authorize the Controller to:
  - a. Establish a receivable for this program totaling \$973,607.85 from the County of Los Angeles;
  - b. Establish an appropriation Account 12S861 - HEART Criminal Records Clearance Project within Fund 368, Department 12 in the amount of \$973,607.85;
  - c. Transfer \$611,344.08 from Fund 368, Department 12, Account 12R861 - HEART Criminal Records Clearance Project, to Fund 100, Department 12, Account 001010, Salaries General;
  - d. Upon receipt of grant funds, transfer up to \$280,263.77 from Fund 368, Department 12, Account 12S861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source Code 5346, Related Costs Reimbursement from Grants; and,
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.

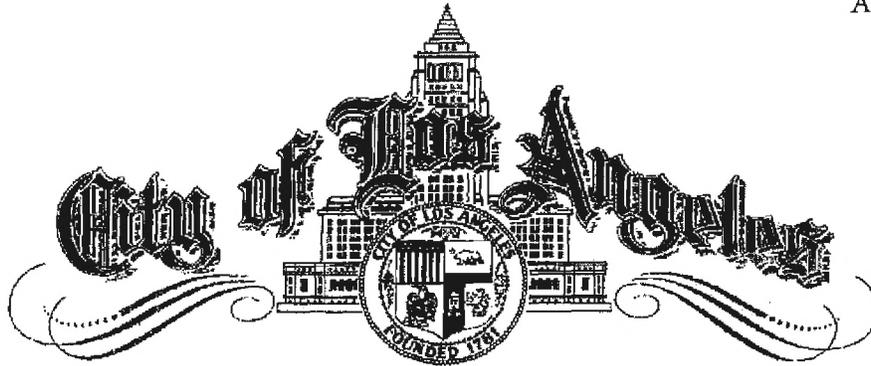
**12. Fiscal Impact Statement**

- 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 \$1,281,701.85, of which \$973,607.85 will be reimbursed by the County of Los Angeles. The City will contribute \$308,094 for indirect costs for Central Services and Department Administration. There is no new General Fund impact as the \$308,094 is included in the 2019-20 Adopted Budget. 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.

Doc. No. 04200016

 CAO Analyst	 Chief	 CAO/Assistant CAO	9/16/19 Date
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**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: Mandy Morales      Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations 

Date: June 28, 2019

Re: LA County Criminal Record Clearing Project - HEART  
CF #17-0506

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. As of March 31, 2019, HEART has provided service to 756 individuals through 34 homeless citation clinics.

FY 2019/20 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.

Memorandum  
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During FY 2019/20, HEART will serve 100 participants. Participants may use the service more than once

Measure H funding is approved on an annual basis. The County has indicated its intent to renew funding to sustain the program.

CC: Camilla Fong, CAO



**City of Los Angeles**  
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Janette Flintoft	E-Mail: <a href="mailto:janette.flintoft@lacity.org">janette.flintoft@lacity.org</a>	Phone: 310-570-0686
Project Manager:	Gina Di Domenico	E-Mail: <a href="mailto:gina.m.didomenico@lacity.org">gina.m.didomenico@lacity.org</a>	Phone: 213-505-8966
Department/Bureau/Agency:	City Attorney		Date: 6/26/2019

Grant Information				
Name of Grantor:		Pass Through Agency:		
Los Angeles County				
Grant Program Title:		Notification of Award Date:		
FY19-20 LA County Homeless Legal Assistance		05/14/2019		
Funding Source (Public / County/Regional)	Grant Type: Non-Competitive/Formula	Funds Disbursement: Reimbursement	Agency's Grant ID: CFDA#: Other ID#: eCivis ID#: LAC0052	
Match Requirement:	None	Amount:	\$0.00	%Match 0
Match Type:	N/A	Identify Source of Match:		
<b>Fiscal Information:</b>	Awarded Funds: \$973,607.00	Match/In-Kind Funds: \$0.00	Additional/Leverage Funds:	Total Project Budget: \$973,607.00

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
Personnel				
New Subcategory				
Deputy City Attorney II	\$145,262.16	\$0.00		Supervising Attorney for Homeless
Deputy City Attorney I	\$118,160.80	\$0.00		Attorney for the Homeless Engagement and
Administrative Coordinator II	\$67,153.12	\$0.00		Support for Homeless Engagement and
Administrative Coordinator II	\$89,944.00	\$0.00		Support for Homeless Engagement and
Administrative Coordinator I	\$173,804.00	\$0.00		Support for Homeless Engagement and
Benefits	\$280,263.77	\$0.00		Total benefits for six staff members
Equipment				
New Subcategory				
Technology Equipment	\$10,000.00	\$0.00		Funding for new computers and technology
Wifi	\$500.00	\$0.00		Funding for shared use of Wifi
Materials/Supplies				
Clinic Supplies	\$4,000.00	\$0.00		Funding for materials used in the field to
Office Supplies	\$6,000.00	\$0.00		Funding for materials used in the office to
Paper and Ink	\$3,000.00	\$0.00		Funding for printing costs
Promotional Materials	\$1,000.00	\$0.00		Funding for signs, uniforms, tablecloths
Travel				
New Subcategory				
Clinic Transportation Expenses	\$2,000.00	\$0.00		Funding for metro cards, bus tokens, ride
Clinic, Outreach, and Conference Travel	\$2,500.00	\$0.00		Funding for staff to access clinics, outreach
Contractual Services				
Case Management System and Software	\$50,000.00	\$0.00		Funding to develop technology tools
<b>Total</b>	<b>\$973,607.85</b>	<b>\$0.00</b>		

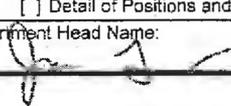
Approved Project	
Descriptive Title of Funded Project:	FY19-20 LA County Homeless Legal Assistance
Performance Period Start/End Dates (Month/Day/Year):	Citywide: All

Start: 07/01/2019	End: 06/30/2020	Affected Council District(s): ALL Affected Congressional District(s):
Purpose: Criminal record clearance program for homeless or at risk of homelessness individuals.		
Identify Internal Partners (City Dept/Bureau/Agency): LAPD		
Identify External Partners: Los Angeles County Public Defender		

<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.
Continued funding will support the Los Angeles County Homeless Court Program and expand the number of participants served, enhance the quality of services, and expedite the resolution of cases.

<b>Recommendations</b>
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 \$973,607.85 for funding the HEART Criminal Records Clearance project for the period of July 1, 2019 to June 30, 2020.
3. AUTHORIZE the Controller to:
a. ESTABLISH a receivable in the amount of \$973,607.85 within Fund 368, Department 12.
b. ESTABLISH Appropriation Account 12S861 - HEART Criminal Records Clearance Project within Fund 368, Department 12 in the amount of \$973,607.85.
c. TRANSFER \$611,344.08 from Fund 368, Department 12, Account 12S861 - 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 \$280,263.77 from Fund 368, Department 12, Account 12S861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source No. 5361-Related Costs Reimbursement - Other.
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.

<b>Fiscal Impact Statement</b>
Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.
The total project budget is \$1,281,701, which includes a General Fund contribution totaling \$308,094 in related costs (CAP 40 draft).

<b>Acceptance Packet</b>		
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 checked="" type="checkbox"/> Copy of Award Notice <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) <input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable) <input type="checkbox"/> Detail of Positions and Salary Costs (Excel Document) <input type="checkbox"/> Additional Documents (if applicable)		
Department Head Name: 	Department Head Signature: _____	Date: 6/28/19

**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:

8/14/19



**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**

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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); and 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;

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

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 agreement 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 and associated warrants. The related warrants and fines can detrimentally affect a person's ability to access employment, social services and permanent housing opportunities.

The Public Defender's mobile unit deploys up to five days a week and meets with 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. 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 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, participating in case management, and signing up for eligible DPSS or VA benefits.

## **II. TERM OF MOU**

**The term of this MOU shall be through June 30, 2020**, 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 15<sup>th</sup> day of the following service month to:

Sung Lee  
Fiscal Services  
Public Defender  
210 West Temple Street, 19<sup>th</sup> Floor  
Los Angeles, CA 90012  
Phone: (213) 974-3081  
Fax: (213) 625-5031  
**Email: [slee2@pubdef.lacounty.gov](mailto: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.
2. The City will establish relationships with other jurisdictions in order to expedite the clearing of charges and/or warrants identified through Homeless Court.
3. The City will work with the SIB-HHU and the Public Defender to resolve any contractual issues related to the performance measures.
4. The City will retain discretion in setting its calendar for participation in CRCP events.
5. The City will deploy its mobile team to a CRCP event up to two days a week during FY 19/20.
6. The City will consult the Public Defender regarding weekly deployments, but given its limited means will not deploy to every CRCP event.
7. The City may participate in CRCP events that do not include the Public Defender mobile teams.
8. 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 Seventy-Three Thousand Six Hundred and Seven Dollars and Eighty-Five Cents (973,607.85) 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., 19<sup>th</sup> 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 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. 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, service, the provision of travel or entertainment, or tangible gifts.

**O. 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.

**P. 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.

**Q. 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.

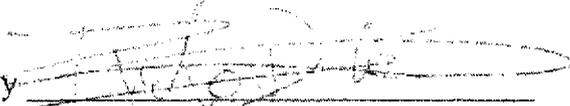
**R. ENTIRE AGREEMENT**

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, 1. Amendments.

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their  
duly authorized agents as of this 8 day of July, 2019.

OFFICE OF THE PUBLIC DEFENDER

CITY OF LOS ANGELES  
OFFICE OF THE CITY ATTORNEY

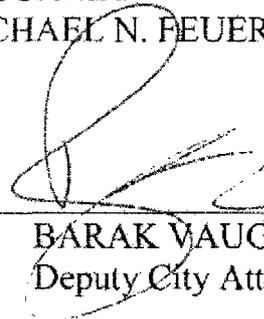
By   
RICARDO GARCIA  
Public Defender

By   
MICHAEL N. FEUER  
City Attorney

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

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

By   
JONATHAN C. MCCAVERY  
Principal Deputy County Counsel

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.

As of March 31, 2019, HEART provided service to seven-hundred and fifty-six (756) individuals through thirty-four (34) homeless citation clinics.

FY 2019/20 funding will sustain the expanded HEART field teams under the Measure H Criminal Record Clearing Project. Field teams were established in FY 2018/2019 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 clinics will be mobile and held at different locations throughout Los Angeles County and will provide services and assistance to individuals and communities in need.

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 has no outstanding criminal warrants for misdemeanor or felony matters.

(3) The participant is an individual who is: homeless or at risk of homelessness.

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 will retain discretion in setting its calendar for participation in Criminal Record Clearing events.
- (4) The City will deploy its mobile team to a Criminal Record Clearing Event up to two days a week during FY 19/20.
- (5) The City will consult with the Public Defender regarding deployments, but given its limited means will not deploy to every Criminal Record Clearing event.
- (6) The City may participate in Criminal Record Clearing events that do not include the Public Defender mobile teams and vice versa.
- (7) 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.
- (8) 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.
- (9) 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.

The City will explore a referral process for service agencies that are engaging clients in case management.

b) Other Jurisdictions

(1) The City will make every effort to secure 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) City of Torrance Office of the City Attorney
- (h) Redondo Beach City Attorney
- (i) Hawthorne City Attorney's Office
- (j) Hermosa Beach City Attorney's Office

(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 19/20**

Los Angeles County Criminal Record Clearing Project	July 1 - June 30
<b>Personnel:</b>	
Supervising Deputy City Attorney III	150,262.16
Deputy City Attorney I	118,180.80
Administrative Coordinator II	86,153.12
Administrative Coordinator II	87,944.00
Administrative Coordinator I	85,902.00
Administrative Coordinator I	85,902.00
<b>Staffing Subtotal:</b>	614,344.08
<b>45.62%</b>	280,263.77
<b>Staffing and Benefits:</b>	894,607.85
<b>Operating Expenses:</b>	
Case Management System and Software	50,000
Technology Equipment	10,000
Clinic Supplies	4,000
Office Supplies	6,000
Clinic Transportation Expenses (Metro Cards, Bus Tokens)	2,000
Clinic, Outreach, and Conference Travel	2,500
Paper and Ink	3,000
Promotional Materials	1,000
WiFi (contribution towards shared used of WiFi with PD)	500
<b>Operating Expenses Subtotal</b>	79,000
<b>Staffing, Benefits, and Operating Expenses TOTAL</b>	973,607.85