

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0130-02084-0000

Date: August 9, 2018

To: The Mayor
The Council

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

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

RHL
PL

Subject: **GRANTS PILOT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE
LOS ANGELES COUNTY CRIMINAL RECORD CLEARING PROJECT FROM
JULY 2018 THROUGH JUNE 2019**

Attached is the Grant Acceptance Packet (Packet) for a grant award extension in the amount of \$850,760.21 from the County of Los Angeles for the period from July 1, 2018 through June 30, 2019 for the City Attorney's Homeless Engagement and Response Team (HEART). The Office of the City Attorney initially transmitted notice of the grant award on May 31, 2018 in the amount of \$806,090.06; however, surplus funding was subsequently identified by the County of Los Angeles and a replacement transmittal was issued on July 31, 2018 reflecting increased funding of \$44,670.15.

The Los Angeles County Criminal Record Clearing Project helps individuals experiencing homelessness or those at risk of homelessness resolve outstanding infraction citations and associated warrants. The 2018-19 grant finances six 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 (\$539,961), \$246,330.21 in employee benefits, \$45,544 for technology costs, \$10,425 for supplies and equipment, \$2,000 for transportation costs, \$2,500 for travel, \$3,000 for printing, and \$1,000 for furniture. As a participant in the Grants Pilot Program, the City Attorney's Office submitted the Grant Acceptance Packet for review and analysis by the CAO Grants Oversight Unit.

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

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

RHL:EFR:SCL:04180143a

Attachments

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

Recipient City Department: Office of the City Attorney		Award Notification Date: May 31, 2018
Grant Award Title: Los Angeles County Homeless Legal Assistance		Grant Amount: \$850,760.21 Prior Grant Award(s): \$0.00
Awarding Agency: County of Los Angeles		
Grant Agreement Number/Reference:	Performance Start Date: July 1, 2018	Performance End Date: June 30, 2019
Purpose: The City Attorney's Office requests authority to accept grant funding in the amount of \$850,760.21 from the County of Los Angeles for the Los Angeles County Criminal Record Clearing Project for a grant performance period from July 1, 2018 to June 30, 2019 and employment authority for three new resolution authority positions, including one Deputy City Attorney I and two City Attorney Administrative Coordinator IIs to support the program. The Office of the City Attorney initially transmitted notice of the grant award on May 31, 2018; however, surplus funding was subsequently identified by the County of Los Angeles and a replacement transmittal was issued on July 31, 2018 reflecting increased funding of \$44,670.15.		

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
1. Authority for Grant Acceptance				
<ul style="list-style-type: none"> Department requests acceptance of the Grant 	X			() Terms/Conditions outlined in Award Notice/Grantor Agreement
2. Match Requirement Review				
<ul style="list-style-type: none"> Match Sources Identification completed 			X	() Obtain match requirements from Award Notice/Grantor Agreement
<ul style="list-style-type: none"> Additional Funds requested 			X	() Submit to CAO for review
3. Charter Section 1022 Determination				
<ul style="list-style-type: none"> Charter Section 1022 findings completed 			X	() Submit to CAO for review and determination
4. Provisions for Grant-Funded Contracts				
<ul style="list-style-type: none"> Standard and Grantor Provisions or equivalent language is included 			X	() Incorporate Provisions or Language into proposed agreement
<ul style="list-style-type: none"> Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/> 			X	() Submit to City Attorney for review and approval; copy to CAO
5. Personnel Authorities				
<ul style="list-style-type: none"> Department has submitted a request for position(s) 	X			() Review documents and make determination
6. Grant Implementation Recommendations				
<ul style="list-style-type: none"> Department has submitted grant implementation instructions 	X			() Submit to CAO for review
7. Controller Instructions for Fund/Accounts Set-Up				
<ul style="list-style-type: none"> Department has requested Funds/Accounts Set-up 	X			
8. Governing Body Resolution/Certification				
<ul style="list-style-type: none"> Department has submitted Resolution/Certification 			X	() Submit to CAO and City Attorney for review
9. Fiscal Impact Analysis				
<ul style="list-style-type: none"> Department has submitted Fiscal Impact Statement 	X			() Submit to CAO for review and determination

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

10. Grant Award Summary

The City Attorney's Office requests authority to accept \$850,760.21 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 resolve outstanding infraction citations and associated warrants. Funding for the program increased \$44,670.15 subsequent to the initial notice of the award amount of \$806,090.06 and a replacement transmittal was issued on July 31, 2018 reflecting this increase.

The funding will continue existing services provided by one Deputy City Attorney II and two Administrative Coordinator I positions and expand HEART services to two field teams by adding one Deputy City Attorney I and two Administrative Coordinator II (AC) positions. It should be noted that the Personnel Department must still conduct a review of the relevant class specifications for the new positions to determine whether the duties are appropriate to the requested positions and the Employee Relations Division of the Office of the City Administrative Officer will conduct paygrade determinations for the AC positions.

The total cost of the program is \$1,121,550.65 of which \$850,760.21 will be reimbursed to the City as follows: \$539,961 for salaries, \$246,330.21 for fringe benefits, \$45,544 for technology costs, \$10,425 for supplies and equipment, \$2,000 for transportation costs, \$2,500 for travel, \$3,000 for printing, and \$1,000 for furniture. There is no match requirement, however the City will bear additional indirect costs of \$270,790 which will be paid by the General Fund, comprised of \$151,306 which was included in the 2018-19 Adopted Budget and an additional unfunded General Fund impact of \$119,484.

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:


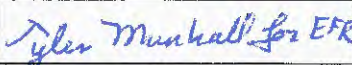
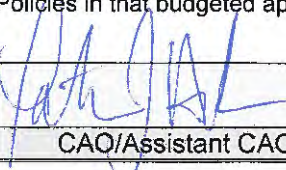

1. Authorize the City Attorney or his designee to approve the accompanying contract between the City and the County of Los Angeles for the period of July 1, 2018 to June 30, 2019, subject to the approval of the City Attorney as to form;
2. Accept funding in the amount of \$850,760.21 from the County of Los Angeles;
3. Authorize employment authority in the City Attorney's Office for the period of July 1, 2018 to June 30, 2019, for two Administrative Coordinator I (Class Code 0568-1) and one Deputy City Attorney I (Class Code 0594-1) resolution authority positions;
4. Authorize the Controller to:
 - a. Establish a receivable for this program totaling \$850,760.21 from the County of Los Angeles;
 - b. Establish an appropriation Account 12R861 - HEART Criminal Records Clearance Project within Fund 368, Department 12 in the amount of \$850,760.21;
 - c. Transfer \$539,961 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 \$246,330.21 from Fund 368, Department 12, Account 12R861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source Code 5361, Related Costs Reimbursement-Other; 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 total cost of the Los Angeles County Criminal Record Clearing Project is \$1,121,550.65, of which \$850,760.21 will be reimbursed by the County of Los Angeles. There is no match requirement, however the City will bear additional indirect costs of \$270,790 which will be paid by the General Fund, comprised of \$151,306 which was included in the 2018-19 Adopted Budget and an additional unfunded General Fund impact of \$119,484. 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



MIKE FEUER
CITY ATTORNEY

MEMORANDUM

July 31, 2018

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

From: Janette Flintoft, Director of Grants Operations

Date: July 31, 2018

Re: HEART – LA County Criminal Record Clearing Project

This is a revision to the May 31, 2018 CAO Grants Acceptance transmittal to reflect an increase in FY 2018/19 funding from the County of Los Angeles from \$806,090.06 to \$850,760.21 for. This increase is attributable to surplus funding allocated by the County to the City in support of the LA City Attorney's Homeless Engagement and Response Team (HEART).

FY 2018/19 funding will enhance and expand HEART under the Measure H Criminal Record Clearing Project. Two field teams will be established to help individuals experiencing homelessness or at risk of experiencing homelessness to resolve eligible infraction citations and associated fines, fees, and warrants. To meet this demand and ensure full coverage, three new full-time staff members will enhance the HEART team to assist with the expanded, intensive record clearing research and court process.

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

CC: Camilla Fong, CAO

Recipient Department			
This Grant Award is:	New (Revised)		
Grants Coordinator:	Janette Flintoft	E-Mail: janette.flintoft@lacity.org	Phone: 310-570-0686
Project Manager:	Janette Flintoft	E-Mail: janette.flintoft@lacity.org	Phone: 310-570-0686
Department/Bureau/Agency:	City Attorney		Date: 7/31/2018

Grant Information				
Name of Grantor: County of Los Angeles		Pass Through Agency:		
County of Los Angeles				
Grant Program Title: HEART		Notification of Award Date:		
LA County Homeless Legal Assistance		05/31/2018		
Funding Source (Public / County/Regional)	Grant Type: Competitive	Funds Disbursement: Reimbursement - yes	Agency's Grant ID:	
			CFDA#:	
			Other ID#:	
			eCivis ID#:	
Match Requirement:	None	Amount:	\$0.00	%Match 0
Match Type:	N/A	Identify Source of Match:		
Fiscal Information:	Awarded Funds: \$850,760.21	Match/In-Kind Funds: \$0.00	Additional/Leverage Funds: \$ 270,790.44	Total Project Budget: \$1,121,550.65

Note: The original grant award was \$806,090.06. Thereafter, the County provided surplus funds of \$44,670.15 for a revised grant award of \$850,760.21.

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
Personnel				
Project Staff				
Supervising Deputy City Attorney	\$154,000.00	\$0.00		Oversee program
Deputy City Attorney	\$93,000.00	\$0.00		Assist homeless
Administrative Coordinator II	\$72,627.00	\$0.00		Support program
Administrative Coordinator II	\$72,627.00	\$0.00		Support program
Administrative Coordinator I	\$73,853.00	\$0.00		Support program
Administrative Coordinator I	\$73,853.00	\$0.00		Support program
	\$539,961.00			
Fringe Benefits				
45.62% rate				
45.62% rate	\$246,330.21	\$0.00		Benefits rate
Indirect Costs			270,790.44	
Supplies				
New Subcategory				
Case Management System & Technology	\$35,000.00	\$0.00		Data collection
Technology Equipment	\$10,044.00	\$0.00		Mobile clinic support
Clinic Supplies and Equipment	\$4,000.00	\$0.00		Mobile clinic support
Office Supplies, Equipment, and	\$6,425.00	\$0.00		Office & mobile clinic support
Clinic Transportation Expenses (Metro	\$2,000.00	\$0.00		Target population support
Travel	\$2,500.00	\$0.00		Training purposes
Paper and Ink	\$3,000.00	\$0.00		Office & mobile clinic support
Tent, Table, and Chairs	\$1,000.00	\$0.00		Mobile clinic support
WiFi (contribution towards shared used	\$500.00	\$0.00		Mobile clinic support
	\$ 64,469.00			
Total	\$850,760.21	\$0.00	\$270,790.44	

Approved Project			
Descriptive Title of Funded Project:	HEART (Homeless Engagement and Outreach Team)		
Performance Period Start/End Dates (Month/Day/Year):	Citywide: yes		
Start: 07/01/2018	End: 06/30/2019	Affected Council District(s):	
		Affected Congressional District(s):	

Purpose: Resolution of outstanding infraction citations and associated warrants for homeless individuals or those at risk of homelessness.

Identify Internal Partners (City Dept/Bureau/Agency): Los Angeles County Public Defender

Identify External Partners: Community service agencies.

Summary

Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.

Enhancement to HEART program through county funds to provide two mobile teams assisting with record clearances on behalf of homeless individuals.

Recommendations

Please provide a complete list of necessary actions for implementation, including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities (such as contract and position authorities).

1. AUTHORIZE the City Attorney or his designee to APPROVE the accompanying grant award between the City and the County of Los Angeles and authorize the City Attorney or his designee to EXECUTE said grant award on behalf of the City, subject to the approval of the City Attorney as to form and legality.
2. AUTHORIZE the City Attorney or his designee to ACCEPT the grant award in the amount of \$850,760.21 for funding the HEART Criminal Records Clearance project for the period of July 1, 2018 to June 30, 2019.
3. RESOLVE an employment authority in the City Attorney's Office for the period July 1, 2018 to June 30, 2019, for two Administrative Coordinator I (0567) position is approved;
4. RESOLVE an employment authority in the City Attorney's Office for the period July 1, 2018 to June 30, 2019, for one Deputy City Attorney I (0595) position is approved;
5. AUTHORIZE the Controller to:
 - a. ESTABLISH a receivable in the amount of \$850,760.21 within Fund 368, Department 12.
 - b. ESTABLISH Appropriation Account 12R861 - HEART Criminal Records Clearance Project within Fund 368, Department 12 in the amount of \$850,760.21.
 - c. TRANSFER \$539,961 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 \$246,330.21 from Fund 368, Department 12, Account 12R861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source No. 5361-Related Costs Reimbursement - Other.
6. AUTHORIZE the Office of the City Attorney to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer.

Fiscal Impact Statement

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

The total project budget is \$1,121,550, for which there is a General Fund impact totalling \$270,790 in indirect costs. Of this amount, \$151,306 has already been included in the approved FY 2018/19 budget. The remaining \$119,484 is for the new personnel.

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

Department Head Name: Janette Flintoft

Department Head Signature:

Date:
7/24/2018

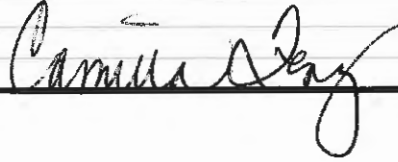
For CAO Use Only

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

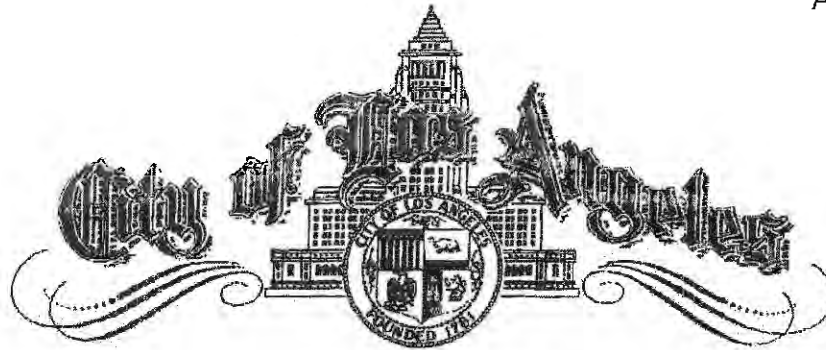
- Complete The Acceptance Packet has been forwarded to appropriate CAO analyst
- Returned to Department (Additional information/documentation has been requested.)
- Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature:



Date: 8/8/18



MIKE FEUER
CITY ATTORNEY

MEMORANDUM

May 31, 2018

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 Flirtoft, Director of Grants Operations

Date: May 31, 2018

Re: HEART – LA County Criminal Record Clearing Project

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), helps individuals experiencing homelessness or at risk of experiencing homelessness to resolve outstanding infraction citations and associated warrants. Since 2015, HEART has provided service to over 2,639 individuals through 62 homeless citation clinics, far exceeding its original goal of 300 individuals per year.

FY 2018/19 funding will enhance and expand HEART under the Measure H Criminal Record Clearing Project. Two field teams will be established to help individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible infraction citations and associated fines, fees, and warrants. 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.

Page Two
May 31, 2018

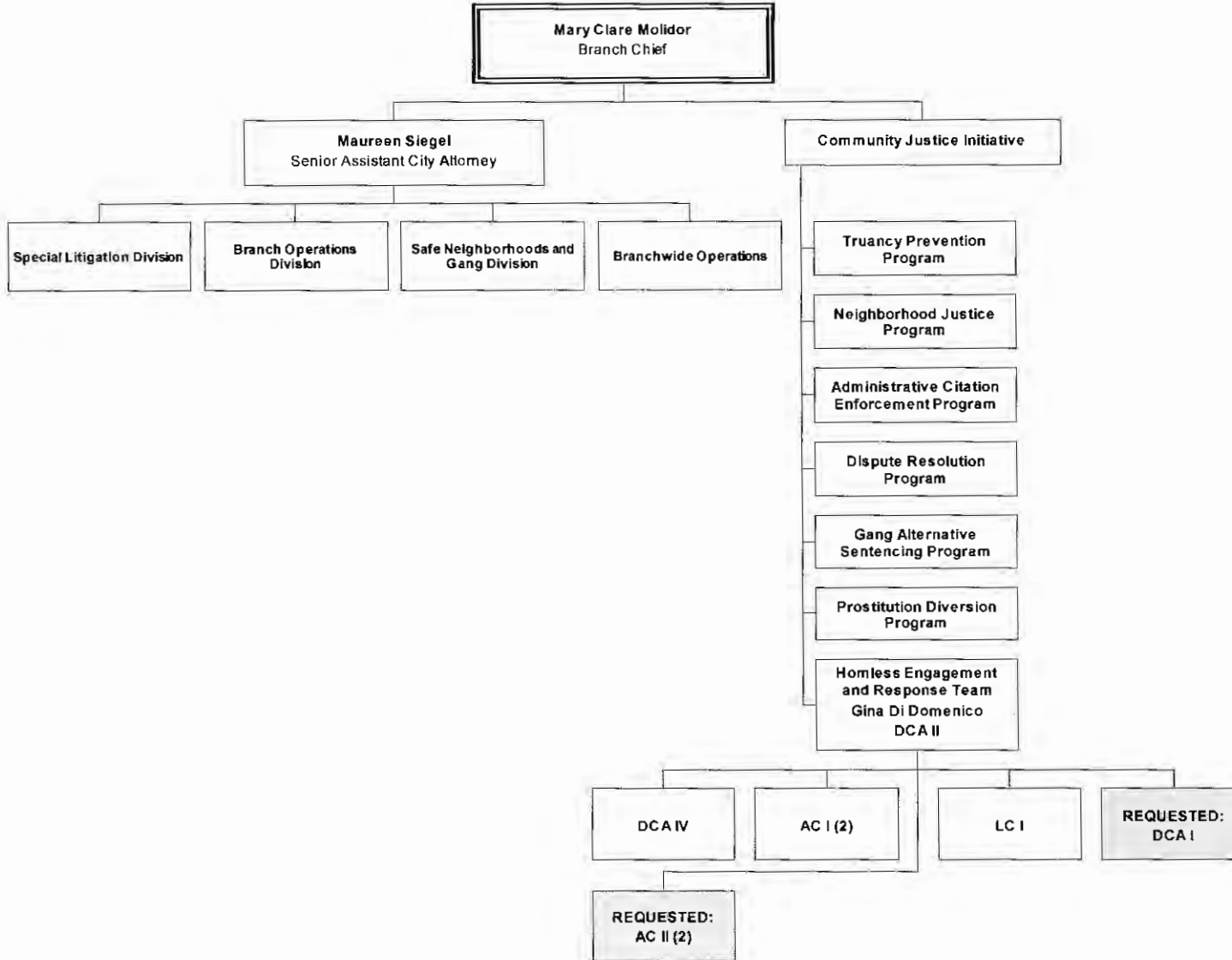
During the new project period, HEART teams will serve 100 participants per month for a period of 12 months.

To meet this demand and ensure full coverage, three new full-time staff members will be added to the existing HEART team (currently comprised of three full-time staff members operating under strained resources to meet the demand of individuals seeking record clearing assistance). The enhanced HEART team will be comprised of two attorneys and four support staff to assist with the intensive record clearing research and court process.

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

CC: Camilla Fong, CAO

Criminal & Special Litigation Branch



POSITION DESCRIPTION

City of Los Angeles

DO NOT USE THIS SPACE

1. Name of Employee:	2. Employee's Present Class Title/Code:	3. Present Salary or Wage Rate
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4. Reason for Preparing Description: AC II PAR (NEW)	<input checked="checked" type="checkbox"/> New Position <input type="checkbox"/> Change in Existing Position	<input type="checkbox"/> Routine Report of Duties <input type="checkbox"/> Review for Proper Allocation	Date Prepared: 5/25/2018
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5. Location of office or place of work: City Hall East, 5th Floor – Los Angeles, CA 90012	6. Name of Department: City Attorney
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7. Name and title of the person from whom you ordinarily receive instructions and who supervises or reviews your work:

Name: **Gina Di Domenico** Title: **Supervisor, HEART (Homeless Engagement and Response Team)**

8. Describe in detail the duties and work of this position, describing each duty in a separate paragraph. Begin with the duties that normally take most of your time and then describe the duties that are infrequent. Be certain to tell what is done, how it is done and what materials or equipment are used. Using percentages, show the distribution of the total working time. Also, if the duties and responsibilities of the position have changed, indicate how and when the changes occurred.

PERCENT OF TIME	DUTIES
100% (overall)	<p>Two new AC IIs will participate in a mobile outreach team throughout Los Angeles assisting individuals experiencing homelessness or at risk of experiencing homelessness. Duties will include supporting attorneys providing legal resources to homeless individuals for eligibility of citation dismissals, securing criminal background records, participating in mobile team deployments, processing motions to the Los Angeles Superior Court to secure dismissals, including coordinating with the court clerk to ensure fines and fees are pulled from collections, working with cross-jurisdictional partners on HEART programmatic goals, working with new service providers and resource agencies to support the mobile teams, and coordinating as needed with existing service providers to process participants.</p>

- 9. How long have the duties been substantially as described above? N/A (new position)
- 10. List any machinery or equipment operated and any unusual or hazardous working conditions. N/A
- 11. Percent of time spent supervising (training and evaluating employees, assigning and reviewing work). N/A
- 12. Indicate the number of employees supervised by class titles. N/A
- 13. I certify that the above statements are my own and to the best of my knowledge are accurate and complete.

Signature _____ Date _____ Extension _____

ITEMS TO BE FILLED IN BY THE IMMEDIATE SUPERVISOR

14. Indicate in what respects if any the duties and responsibilities on the other side are not sufficiently or accurately described. N/A

15. SUPERVISION RECEIVED: Describe the nature, frequency, or closeness of supervision received by the employee, including the way that the employee's work is assigned and reviewed. The new AC IIs will be a direct report to the HEART supervisor and receive ongoing supervision consistent with the management of the other staff in the HEART Unit.

16. REQUIREMENTS. Indicate the minimum requirements to perform the duties of this position:

(a) Education (include specific matter). Bachelor's Degree preferred.

(b) Experience (type and length; list appropriate city classes, if any). Prior experience prosecuting with individuals experiencing homelessness preferred.

17. PHYSICAL REQUIREMENTS. Check below all physical capabilities needed to do this job. N/A

Strength to: _____ Lift _____ Push _____ Pull Average weight _____ Heaviest weight _____ Climbing (stairs, ladders, poles) How far _____ Face severe work conditions Outdoors _____ on/near water _____ Other/explain _____	SPECIAL NEED FOR: _____ Vision, to read fine print/numbers _____ Hearing, for telephones/alarms _____ Balance, for working heights Other/explain _____	EXTENSIVE USE OF: _____ Legs, for walking/standing _____ Hands and fingers _____ Back, for strenuous labor Other/explain _____	Hours per week _____ _____ _____ _____
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(a) List any alternative methods or devices that can be used to aid in meeting the physical requirements checked above.

18. RESPONSIBILITIES

(a) Policy and Methods: N/A

(b) Materials or Products: Describe the responsibility for bringing about economies and /or preventing losses through effective handling, processing or storing of materials or products, or through planning or engineering in connection with same. N/A

(c) Machinery and equipment: Describe the responsibility for the operation, use, repair or care of machinery, equipment, or facilities, or for planning or engineering in connection with the same; indicate the size and kind of such machinery and equipment; describe the opportunity for preventing losses or achieving economies. N/A.

(d) Money: Describe the responsibility for and access to cash, stamps or other negotiables, or the responsibility for authorizing the expenditure of funds; indicate the average value of negotiables handled each month, or the amounts which are authorized to be expended each month. Is position bonded? N/A

(e) Personal Contacts: Describe the purpose and frequency of personal contact with others, both within and outside the organization; Indicate the types of contacts, purpose thereof, and the importance of persons contacted. The AC IIs will interface with various law enforcement partners, including, but not limited to, Los Angeles Police Department, Los Angeles County District Attorney's Office, and United States Attorney's Office. In addition, the AC IIs will work with the community and other stakeholders within the CGIC area as deemed appropriate by the project parameters.

(f) Records and reports: Describe the records and reports, including the kind and value of records in descriptive terms, and the action employee takes in respect thereto. The AC IIs will track, input and maintain data for program reporting purposes.

Signature of the immediate supervisor _____

Date _____

Class Title _____

Extension _____

Signature of department head _____

Date _____

POSITION DESCRIPTION
City of Los Angeles

DO NOT USE THIS SPACE

1. Name of Employee:	2. Employee's Present Class Title/Code:	3. Present Salary or Wage Rate
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4. Reason for Preparing Description: DCA I PAR (NEW)	<input checked="" type="checkbox"/> New Position <input type="checkbox"/> Change in Existing Position	<input type="checkbox"/> Routine Report of Duties <input type="checkbox"/> Review for Proper Allocation	Date Prepared: 5/25/2018
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5. Location of office or place of work: City Hall East, 5 th Floor – Los Angeles, CA 90012	6. Name of Department: City Attorney
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7. Name and title of the person from whom you ordinarily receive instructions and who supervises or reviews your work:

Name: **Gina Di Domenico** Title: **Supervisor, HEART (Homeless Engagement and Response Team)**

8. Describe in detail the duties and work of this position, describing each duty in a separate paragraph. Begin with the duties that normally take most of your time and then describe the duties that are infrequent. Be certain to tell what is done, how it is done and what materials or equipment are used. Using percentages, show the distribution of the total working time. Also, if the duties and responsibilities of the position have changed, indicate how and when the changes occurred.

PERCENT OF TIME	DUTIES
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100% (overall)	The new DCA will participate in a mobile outreach team throughout Los Angeles assisting individuals experiencing homelessness or at risk of experiencing homelessness. Duties will include providing legal resources for eligible participants, reviewing of criminal background records, participating in mobile team deployments, drafting motions to the Los Angeles Superior Court to secure dismissals, working with cross-jurisdictional partners to approve motions, recruiting new service providers and resource agencies to support the mobile teams, and coordinating as needed with existing service providers to process participants.

- 9. How long have the duties been substantially as described above? N/A (new position)
- 10. List any machinery or equipment operated and any unusual or hazardous working conditions. N/A
- 11. Percent of time spent supervising (training and evaluating employees, assigning and reviewing work). N/A
- 12. Indicate the number of employees supervised by class titles. N/A
- 13. I certify that the above statements are my own and to the best of my knowledge are accurate and complete.

Signature _____ Date _____ Extension _____

ITEMS TO BE FILLED IN BY THE IMMEDIATE SUPERVISOR

14. Indicate in what respects if any the duties and responsibilities on the other side are not sufficiently or accurately described. N/A

15. SUPERVISION RECEIVED: Describe the nature, frequency, or closeness of supervision received by the employee, including the way that the employee's work is assigned and reviewed. The new DCA will be a direct report to the HEART supervisor and receive ongoing supervision consistent with the management of the other staff in the HEART Unit.

16. REQUIREMENTS. Indicate the minimum requirements to perform the duties of this position:

(a) Education (include specific matter). Attorney licensed to practice law in California.

(b) Experience (type and length; list appropriate city classes, if any). Prior experience working with individuals experiencing homelessness preferred.

17. PHYSICAL REQUIREMENTS. Check below all physical capabilities needed to do this job. N/A

___ Strength to: ___ Lift ___ Push ___ Pull Average weight ___ Heaviest weight ___ ___ Climbing (stairs, ladders, poles) How far ___ ___ Face severe work conditions Outdoors ___ on/near water ___ Other/explain _____	SPECIAL NEED FOR: ___ Vision, to read fine print/numbers ___ Hearing, for telephones/alarms ___ Balance, for working heights Other/explain _____	EXTENSIVE USE OF: ___ Legs, for walking/standing ___ Hands and fingers ___ Back, for strenuous labor Other/explain _____	Hours per week _____ _____ _____ _____
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(a) List any alternative methods or devices that can be used to aid in meeting the physical requirements checked above.

18. RESPONSIBILITIES

(a) Policy and Methods: N/A

(b) Materials or Products: Describe the responsibility for bringing about economies and /or preventing losses through effective handling, processing or storing of materials or products, or through planning or engineering in connection with same. N/A

(c) Machinery and equipment: Describe the responsibility for the operation, use, repair or care of machinery, equipment, or facilities, or for planning or engineering in connection with the same; indicate the size and kind of such machinery and equipment; describe the opportunity for preventing losses or achieving economies. N/A.

(d) Money: Describe the responsibility for and access to cash, stamps or other negotiables, or the responsibility for authorizing the expenditure of funds; indicate the average value of negotiables handled each month, or the amounts which are authorized to be expended each month. Is position bonded? N/A

(e) Personal Contacts: Describe the purpose and frequency of personal contact with others, both within and outside the organization; Indicate the types of contacts, purpose thereof, and the importance of persons contacted. The DCA will interface with various law enforcement partners, including, but not limited to, Los Angeles Police Department, Los Angeles County District Attorney's Office, and United States Attorney's Office. In addition, the DCA will work with the community and other stakeholders within the CGIC area as deemed appropriate by the project parameters.

(f) Records and reports: Describe the records and reports, including the kind and value of records in descriptive terms, and the action employee takes in respect thereto. The DCA will track, input and maintain data for program reporting purposes.

Signature of the immediate supervisor _____ Greg Dorfman

Date _____

Class Title _____

Extension _____

Signature of department head _____

Date _____



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);

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 three 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, 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, 2019, commencing upon full execution by the City, the Public Defender, and the County's Chief Executive Officer (CEO), 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. CEO RESPONSIBILITIES

1. The CEO's Service Integration Branch, Housing and Homeless Unit (SIB-HHU) will be responsible for oversight of the Measure H and HPI funding for the CRCP. The SIB-HHU's Homeless Coordinator will review and approve any invoices submitted for payment to the Public Defender and the City.
2. The SIB-HHU will reimburse the Public Defender for all CRCP costs. The Public Defender will reimburse the City for its CRCP costs.
3. The SIB-HHU's Homeless Coordinator will work with the Public Defender and the City to determine appropriate outcomes for the CRCP.
4. The SIB-HHU's Homeless Coordinator will assist in the promotion of the new program and process throughout all Service Planning Areas (SPAs).
5. The SIB-HHU's Homeless Coordinator will assist with linking the City with appropriate service agencies.

IV. 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 SIB-HHU's 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.

7. The Public Defender CRCP staff may be deployed to events up to five days a week during in fiscal year 2018/2019.

V. FISCAL PROVISIONS

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

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

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

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

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

VI. 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 18/19.
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.

VII. COMPENSATION

Measure H funding will support one hundred percent (100%) of the Public Defender's budget and the remaining, Five Hundred and Sixty-Five Thousand Dollars (\$565,000.00) will go to the City's budget.

For the rest of the City's budget, the SIB-HHU will transfer Two Hundred and Six Thousand Dollars (\$206,000.00) to the Public Defender, at the

commencement of this MOU. The Two Hundred and Six Thousand Dollars (\$206,000.00) is the City's ongoing HPI funding.

The SIB-HHU will also transfer any rollover funding from the City's 2015-2018 Homeless Court grant to the Public Defender to provide funding for this MOU. The maximum amount paid under this MOU to the City shall not exceed Eight Hundred and Fifty Thousand Dollars, Seven Hundred and Sixty Dollars and Twenty-one Cents (\$850,760.21) for the term of the MOU.

Unspent City funds from FY 2018-2019 may be rolled over into the City's budget for the following year(s) 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.

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 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 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 City. The employees and agents of one party shall not be construed to be employees and agents of the other party.

B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

C. INDEMNIFICATION

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

D. NOTICES

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

Notices to Public Defender shall be addressed as follows:

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

Notices to Contractor shall be addressed as follows:

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

E. TERMINATION

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

F. GENERAL INSURANCE REQUIREMENTS

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

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

G. AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this MOU for the City is an authorized agent who has actual authority to bind 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

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. 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

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.

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 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 City's performance under this MOU on not less than an annual basis. Such evaluation will include assessing City's compliance with all Contract terms and performance standards. City's 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 City. If improvement does not occur consistent with the corrective action measures, 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. RECYCLED BOND PAPER

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

O. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

P. VALIDITY

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

Q. WAIVER

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

R. GOVERNING LAW

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

S. ENTIRE AGREEMENT

This MOU constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to Section VI, Further Terms and Conditions, 1. Amendments.

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this _____ day of _____, 2018.

COUNTY OF LOS ANGELES

CITY OF LOS ANGELES
OFFICE OF THE CITY ATTORNEY

By _____
SACHI A. HAMAI
Chief Executive Officer

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. MCCAVERTY
Principal Deputy County Counsel

By _____
BARAK VAUGHN
Deputy City Attorney

APPROVED AS TO FORM:
BY OFFICE OF THE PUBLIC
DEFENDER
NICOLE DAVIS TINKHAM

By _____
NICOLE DAVIS TINKHAM
Interim Public Defender

EXHIBIT A

STATEMENT OF WORK AND BUDGET

The current version of 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 be expanding to a more mobile version. 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. Additional City staff and technology upgrades are needed to deploy alongside the Public Defender's mobile units and facilitate connections to service agencies. 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.

Since 2015, HEART has provided service to over two thousand six hundred and thirty nine (2,639) individuals through sixty-two (62) homeless citation clinics, far exceeding its original goal of three hundred (300) individuals per year.

FY 2018/19 funding will enhance and expand HEART under the Measure H Criminal Record Clearing Project. Field teams will be established to help individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible infraction citations and associated warrants, fines and fees.

Once the City is fully staffed, it 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 18/19.

(5) The City will consult with the Public Defender regarding weekly 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, or other rehabilitative services.

(8) The City will give program participants from 2015-2018 a reasonable amount of time to complete the program by working with approved service providers under the old program guidelines. The City retains discretion on the process for past participants to complete the program.

(9) 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.

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

b) Other Jurisdictions

(1) The City will make every effort to secure 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

(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) Once the City is fully staffed, it 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 for D6 participants;
 - (j) The number of motions granting the dismissal of infractions citations 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 possible, 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 18/19**

Los Angeles County Criminal Record Clearing Project	June 25 - June 30	September 1 - June 30	October 1 - June 30	Totals
Personnel:				
Supervising Deputy City Attorney II	154,000.00			
Deputy City Attorney I			93,000.00	
Administrative Coordinator II		72,627.50		
Administrative Coordinator II		72,627.50		
Administrative Coordinator I	73,853.00			
Administrative Coordinator I	73,853.00			
Staffing Subtotal:	301,706.00	145,255.00	93,000.00	539,961.00
45.62%	137,638.28	66,265.33	42,426.60	246,330.21
Staffing and Benefits:	439,344.28	211,520.33	135,426.60	786,291.21
Operating Expenses:				
Case Management System and Technology	35,000			
Technology Equipment	10,044			
Clinic Supplies and Equipment	4,000			
Office Supplies, Equipment, and Software	6,425			
Clinic Transportation Expenses (Metro Cards, Bus Tokens)	2,000			
Travel	2,500			
Paper and Ink	3,000			
Tent, Table, and Chairs	1,000			
WiFi (contribution towards shared used of WiFi with PD)	500			
Operating Expenses Subtotal	64,469			
Staffing, Benefits, and Operating Expenses TOTAL				850,760.21