



MICHAEL N. FEUER
CITY ATTORNEY

February 2, 2015

2015 FEB 10 8:00
EXECUTIVE OFFICER

2015 FEB 10 4:11:58
CITY ADMINISTRATIVE OFFICER

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

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

Re: Homeless Court

Contact person: Michiko Reyes (213) 978-7020
Songhai Miguda-Armstead (213) 978-1881

Dear Mayor Garcetti and Members of City Council:

The City Attorney's Office is herewith transmitting for your approval the Controller's instructions related to Homeless Court funding totaling \$ 89,000 for the period October 29, 2014 through March 5, 2015. This funding will reimburse the Los Angeles City Attorney's Office to carry out administrative and legal functions on behalf of homeless individuals pending a major shift in Homeless Court operations and project design set to commence in March, 2015.

Since 2006 the County of Los Angeles has provided funding for the Homeless Court program to help homeless individuals or those at risk for homelessness resolve legal barriers faced on their road to self-sufficiency. Over the years, Homeless Court has assisted thousands of eligible individuals eliminate minor traffic citations, warrants, quality of life citations, and related fines – all in an effort to improve the participants' employment and housing opportunities.

Currently the County of Los Angeles is implementing a Homeless Court program redesign set to launch on March 6, 2015. Going forward Homeless Court will involve the Los Angeles City Attorney's Office convening citation clinics throughout the Los

C130 01759-1145

Angeles region whereby individuals can meet directly with attorneys and service providers to more efficiently address their justice matters.

During the interim as the old program format is phased out and the new one is finalized, the \$ 89,000 funding will allow for approximately 89 remaining case referrals under the prior Homeless Court program design to be addressed and closed out. Funding will support legal and administrative functions performed by the City Attorney's Office that include reviewing case files, assessing eligibility, executing dismissal motions, and preparing correspondence. Any unspent funds during the contract period will carry forward starting into the next contract period with the County of Los Angeles, which is anticipated to be for three years.

The total cost for FY 2014-2015 to carry out close-out Homeless Court functions is \$ 89,000, of which \$ 89,000 is reimbursed by the County of Los Angeles. The grant funds are detailed as follows:

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

1. **AUTHORIZE** the City Attorney or his designee to **APPROVE** the accompanying memorandum of understanding (MOU) between the City and the County of Los Angeles in the amount of \$ 89,000 to support Homeless Court from October 29, 2014 to March 5, 2015 and authorize the City Attorney or his designee to **EXECUTE** said MOU on behalf of the City, subject to the approval of the City Attorney as to form and legality.
2. **ACCEPT** the funding in the amount of \$ 89,000 from the County of Los Angeles.
3. **AUTHORIZE** the Controller:
 - a. Establish a receivable from the County of Los Angeles in the amount of \$ 89,000.
 - b. Establish the following appropriation account within Fund 368:

Account No. 12L860 - Homeless Court	\$ 89,000
-------------------------------------	-----------
 - c. Upon receipt of grant funds, transfer \$ 89,000 from Fund 368, Account 12L860 – Homeless Court to Fund 100, Department 12, Revenue Source 5301 reimbursement from other funds.
4. **AUTHORIZE** the City Attorney, or designee, to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

February 2, 2015
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Thank you for your consideration to this matter. If you or your staff should have any questions or need any further information, please contact Michiko Reyes at 213 978-7020 or Songhai Miguda-Armstead at 213 978-1881.

Sincerely,


Leela Kapur
Chief of Staff

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

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"/> Revision <input type="checkbox"/> Sub-Allocation				
Grants Coordinator: Janette Flintoft		E-Mail: janette.flintoft@lacity.org		Phone: 213-978-8100
Project Manager: Songhai Miguda Armstead		E-Mail: songhai.miguda-armstead@lacity.org		Phone: 213-978-1882
Department/Bureau/Agency: City Attorney Criminal Division				Date: 02/02/2015
Grant Information				
Name of Grantor: County of Los Angeles			Pass Through Agency: n/a	
Grant Program Title: Homeless Court Program			Notification of Award Date: n/a	
Funding Source (Public or Private): <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> Foundation <input type="checkbox"/> Corporation <input type="checkbox"/> Other	Grant Type: <input type="checkbox"/> Formula/Block <input type="checkbox"/> Competitive/Discretionary <input checked="" type="checkbox"/> Other	Funds Disbursement: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement	Agency's Grant ID: CFDA # _____ Other ID # _____ eCivis ID# _____	
Match Requirement: <input checked="" type="checkbox"/> None <input type="checkbox"/> Recommended <input type="checkbox"/> Mandatory _____ Amount = _____ % Match				
Match Type: <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind Identify Source of Match: _____				
Fiscal Information:	Awarded Funds \$89,000	Match/In-Kind Funds \$	Additional/Leveraged Funds \$	Total Project Budget \$
Approved Grant Budget Summary:				
Category	Awarded	Match	Additional	Explanation
Personnel				
Salaries	63,521.28			
Fringe Benefits	20,923.92			
Indirect			26,673.00	
Equipment				
Materials/Supplies				
Travel				
Contractual Services	4554.80			
Other				
Total:	89,000.00		26,673.00	
Approved Project				
Descriptive Title of Funded Project: Homeless Court Program				
Performance Period Start/End Dates (Month/Day/Year): Start: 10/29/14 End: 03/05/15		Citywide: <input checked="" type="checkbox"/> Affected Council District(s): All Affected Congressional District(s): All		
Purpose: <input type="checkbox"/> Capital/Infrastructure <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Program <input type="checkbox"/> Planning/Training <input type="checkbox"/> Pilot/Demonstration				
Identify Internal Partners (City Department/Bureau/Agency): LAPD, LAHSA, Public Counsel				
Identify External Partners:				
Summary				
Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.				
The Homeless Court Program serves to resolve minor traffic and quality of life offenses, as well as connect homeless and formerly homeless individuals with services, treatment and housing. This new MOU will allow the City Attorney's Office to assume legal duties, previously carried out by Public Counsel, as the existing Homeless Court program is phased out and a new program is redesigned.				

City of Los Angeles Grant Award Notification and Acceptance

Fiscal Impact Statement

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

None.

Acceptance Packet

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

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

Department Head Name:

Leela Kapur

Department Head Signature:

Leela Kapur

Date:

2/15/15

FOR CAO USE ONLY

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

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

Comments:

CAO Grants Oversight Unit Signature:

Camilla Gong

Date:

2/20/15

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

						Department:	Los Angeles City Attorney
Homeless Court Program - Close Out		Additional Costs**					
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments	
Salaries							
1010 Salaries General		63,521			63,521		
1020 Salaries Grant Reimbursed					0		
1070 Salaries As Needed					0		
1090 Overtime					0		
Salaries Total:		\$ 63,521			63,521		
Related Costs City Attorney							
	CAP Rate						
Fringe Benefits	32.94%	20,924			20,924		
Central Services	18.38%		11,675		11,675		
Department Administration	23.61%		14,998		14,998		
Related Costs Total:		\$ 20,924	\$ 26,673	\$ -	47,597		
Expense							
2120 Printing & Binding					0		
2130 Travel					0		
3040 Contractual Services		4,555			4,555		
3310 Transportation					0		
4160 Governmental Meetings					0		
6010 Office Supplies					0		
6020 Operating Supplies					0		
7300 Equipment					0		
Other (Database)					0		
Expenses Total:		\$4,555	\$0	\$0	4,555		
Grand Total:		\$ 89,000	\$ 26,673	\$ -	\$ 115,673		
		*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)					
		**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.					

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

Los Angeles City Attorney Homeless Court Program - Close-out				Other Funding Sources								
				City				Non-City				
Job Classification	Total	New	Existing	Grant Funding		Reimbursable*		Non-Reimbursable**				Comments
				No.	Cost	No.	Cost	No.	Cost	No.	Cost	
DCA III	1		1		7,983							
DCA IV	1		1		24,780							
LS I					30,758							
CAP 36 Criminal @ 32.94%												
Total:						63,521			0			

Indicate classification code by each position and percentage of time spent on this grant. The amounts shown here should only reflect salary costs. Related costs (fringe benefits, department administration and central services) are separate and when combined with salaries, will result in the full costs for personnel. *Reimbursable costs are savings to the City. These costs would include all currently City-funded positions working for the specified grant program activities that will be reimbursed by grant funds.

**Non-reimbursable costs may not be reimbursed by the Grant but could be used as a Match or as additional costs needed to enhance the program.



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF LOS ANGELES

AND THE

CITY OF LOS ANGELES, OFFICE OF THE CITY ATTORNEY

FOR THE

LOS ANGELES COUNTY HOMELESS COURT PROGRAM

AGREEMENT NUMBER:

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

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

WHEREAS, on April 4, 2006, the County Board of Supervisors approved the Homeless Prevention Initiative (HPI) which included the recommendation and on-going funding to enhance and stabilize the functioning of the Los Angeles County Homeless Court Program;

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

WHEREAS, County and City have mutually agreed that it is in the best interest of the Homeless Court Program for the City to assume the legal duties during the phase out of the existing program and anticipated redesign.

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

I. PURPOSE

The Los Angeles County Homeless Court Program mission is to help homeless individuals resolve the legal barriers they face on the road to self-sufficiency. Upon the Homeless Court participant's successful completion of a recovery program for mental health and/or substance abuse, the homeless individual may apply to have charges dismissed, fines/penalties suspended, or outstanding warrants recalled for quality of life offenses (charges not involving victims or violence). These charges and/or outstanding warrants impede a defendant's ability to access social services and find permanent housing and employment.

The MOU is entered into by the City and County, by and through its Chief Executive Officer (CEO), for the City to assume the legal responsibilities required for the operation of the Los Angeles County Homeless Court Program. This MOU does not change the existing design of the Homeless Court Program, but many of the functions previously handled under a separate Public Counsel Agreement will be reassigned to the City.

II. TERM OF MOU

The term of this MOU shall commence upon full execution by the Parties and shall expire on March 5, 2015, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

III. CEO RESPONSIBILITIES

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

B. The SIB-HHU's Homeless Coordinator will work with City to determine appropriate outcomes for the phase out of the existing program.

C. The SIB-HHU Homeless Coordinator will review and be responsible for any requests for changes to this MOU.

D. The CEO shall require from Public Counsel the following:

1. Staff Attorney/Directing Attorney/General Counsel/Pro Bono Director:

- Respond to program inquiries from applicants, case managers and the general public;
- Promote pro bono representation for Homeless Court participants at Homeless Court session;
- Coordinate with Los Angeles City Attorney to provide information necessary to process the Homeless Court applications that have been received as of the effective date of this Statement of Work;
- Work with IT Staff to identify data to be provided to Los Angeles City Attorney as noted below;
- Assist Superior Court and the Chief Executive Office in promoting Homeless Court as a force to advance permanent supportive housing and employment opportunities for individuals with a history of homelessness; and
- Coordinate with Los Angeles City Attorney about logistical procedures for processing matters for clearance through the Homeless Court Program.

2. Paralegal/Administrative Assistant:

- Respond to program inquiries from applicants, case managers and the general public;
- Provide Los Angeles City Attorney with status information for all Homeless Court participants with outstanding applications as of the effective date of this Statement of Work;

- Prepare invitations for community case managers and applicants invited to Homeless Court session; and
- Coordinate with LA City Attorney's Office, Superior Court, judicial officers and other parties regarding logistics for Homeless Court session.

3. IT Staff

- Work with Directing Attorney and General Counsel to identify data from Homeless Court databases maintained by Contractor that County requires to be provided to Los Angeles City Attorney to facilitate performance of their obligations in the Los Angeles Homeless Court Program; and
- Coordinate with Los Angeles City Attorney to develop a way to transfer to the Los Angeles City Attorney the data identified above and to delete all statewide RAP sheets from Public Counsel's databases.

IV. CONTRACTOR RESPONSIBILITIES

- A. The City will provide the services outlined in Exhibit A, Statement of Work and Budget.
- B. The City will establish relationships with other jurisdictions in order to expedite the clearing of charges and/or warrants identified through the Homeless Court Program.
- C. The City will submit invoices and reports (interval to be determined and agreed upon by the Parties) to the SIB-HHU detailing the expenditure of HPI funds and the accomplishments, progress, and challenges.
- D. The City will work with SIB-HHU to resolve any contractual issues related to the Performance Measures for the approximately 80 applications to be processed by Public Counsel.

V. COMPENSATION

- A. The maximum amount paid under this MOU shall not exceed, \$89,000, for the term of the MOU.
- B. Payments will be made based on the Statement of Work and Budget included as Exhibit A.
- C. 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 15 business days.

D. No Payment for Services Provided Following Expiration/ Termination of MOU

Contractor shall have no claim against County 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 County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this MOU.

VI. FURTHER TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR STATUS

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

B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

C. INDEMNIFICATION

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

fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

D. NOTICES

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

Notices to County shall be addressed as follows:

Elizabeth Boyce
County of Los Angeles
Chief Executive Office
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
213-974-4673

Notices to Contractor shall be addressed as follows:

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

E. TERMINATION

Either party may terminate this MOU, provided that a written termination notice is submitted to the other party not less than thirty (30) calendar days prior to the requested termination date.

F. GENERAL INSURANCE REQUIREMENTS

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

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

G. AUTHORIZATION WARRANTY

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

H. AMENDMENTS

For any substantive change, a written Amendment shall be prepared and executed by all Parties and approved as to form by County 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.

I. CONFIDENTIALITY

Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU. As a condition of employment, all employees of Contractor must sign and adhere to the attached Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit B). Further, Contractor shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of the Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit C). These Confidentiality Agreements shall be filed in Contractor's personnel records for the employees and agents and Contractor shall provide a copy to County upon request.

J. BUDGET REDUCTIONS

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

K. COMPLIANCE WITH APPLICABLE LAW

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

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

L. COUNTY'S QUALITY ASSURANCE PLAN

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

M. RECYCLED BOND PAPER

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

N. TERMINATION FOR IMPROPER CONSIDERATION

- 1) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2) The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or

tangible gifts.

O. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

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 and its Exhibits A - C constitute the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to Section VI, Paragraph H, Amendments.

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this _____ day of _____, 2014.

COUNTY OF LOS ANGELES

CITY OF LOS ANGELES
OFFICE OF THE CITY ATTORNEY

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

By _____
MICHAEL N. FEUER
City Attorney

APPROVED AS TO FORM:
BY COUNTY COUNSEL
MARK J. SALADINO

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

By _____
ALEEN LANGTON
Principal Deputy County Counsel

By _____
Leela Kapur
Asst. City Attorney

Statement of Work and Budget

I. Overview

The current Los Angeles County Homeless Court is a collaborative effort of the Los Angeles County Superior Court, the County of Los Angeles Public Defender's Office and District Attorney's Office, the Los Angeles City Attorney's Office, and Public Counsel, a pro bono public interest law firm. Since the first session of the Los Angeles County Homeless Court in 2002, over 1,200 individuals have been assisted with clearing outstanding tickets, fines and warrants, allowing them to continue to build productive lives as contributing members of the community.

Charges are determined eligible for dismissal by Superior Court based upon the following criteria:

1. The applicant/defendant has not previously participated in the Los Angeles County Homeless Court Program (formerly Los Angeles Homeless Court).
2. The applicant/defendant has an eligible infraction or misdemeanor offense (charges not involving victims or violence).
3. The applicant/defendant has no outstanding felony warrants or pending felony cases.
4. The applicant/defendant is an individual who is homeless or at-risk of homelessness and has completed at least 90 days of continuous satisfactory participation in an approved case management program such as mental health, supportive housing, welfare to work, or rehabilitative program, as documented by her/his case manager.
5. The applicant/defendant has no new citations/charges from the period that begins six (6) months prior to the application date through the period of time when the City Attorney determines eligibility.

II. Duties and Tasks

After receipt of applications from Public Counsel, the City Attorney will be responsible for conducting all legally required activities relating to the initiation of Homeless Court proceedings, including but not limited to the following, :

1. Running state-wide RAP sheets to ascertain eligibility and throughout the program as needed;
2. Preparing eligibility/ineligibility and/or referral letters and working with Public Counsel regarding status of the applications;

3. Preparing Notices of Appearance and all necessary motions/requests for motions to the appropriate city attorney, D.A. or public defender;
4. Coordinating with District Attorney's office to increase the availability of Homeless Court for non-City-Attorney related offenses;
5. Creating and coordinating workflow and communication between Los Angeles County Homeless Court, Superior Court, and other legal agencies throughout Los Angeles County affiliated with the Los Angeles County Homeless Court;
6. Performing cross-County coordination of multiple Homeless Court matters requiring resolution (e.g., communicating with the Lancaster Court if a participant has both Los Angeles City and Lancaster violations or warrants), and coordinating with out-of-County and out-of-State courts for Homeless Court participants with tickets/warrants outside of the County;
7. Working with prosecutors to make sure Homeless Court is run as efficiently and timely as possible, and problem solving whenever needed on behalf of the Homeless Court team;
8. Sending approved motions to Superior Court; and
9. Notifying Public Counsel of the participants to be invited to session.

III. Performance Measures

Operational Measures

- Number of individual cases processed on behalf of Homeless Court participants. (Target: Process at least 80 cases during the term of this Statement of Work.)

Performance Indicators

- Number/percent of clients who apply to the Los Angeles County Homeless Court that have eligible Los Angeles County citations or warrants dismissed upon completion of program. (Target: 60% of applicants whose applications are accepted will have all eligible citations or warrants dismissed upon completion).

IV. Budget

Budget for September 6, 2014 – March 5, 2015	Amount
Personnel Costs*	
<i>Subtotal Personnel Expense</i>	
Operational Costs*	
<i>Subtotal Operational Costs</i>	
Other Costs*	
<i>Subtotal Other Costs</i>	
TOTAL PROGRAM COSTS	\$ 89,000.00

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

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

Employer Acknowledgment

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

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

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

_____ (Initial and date)

Confidentiality Agreement

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

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

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

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

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

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

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

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

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

Signature _____ Dated _____

Printed Name _____

Position/Title _____

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

PRINTED NAME: _____

POSITION: _____