



MIKE FEUER
CITY ATTORNEY

MEMORANDUM

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

From: Janette Flintoft, Director of Grants Operations 

Date: November 28, 2020

Re: Budget Modification FY 2020/21 LA County Criminal Record Clearing
Project – HEART (CF #17-0506)

As detailed in the CAO Grants Acceptance form, the LA County Homeless Court Program, administered by the LA City Attorney's Homeless Engagement and Response Team (HEART), previously accepted funding to continue operating its mobile program to assist homeless individuals or individuals at risk of homelessness through citation clinics. The original FY 2020-21 award totaled \$932,238 for the period July 1, 2020 through June 30, 2021.

As a result of the pandemic, the County has directed its subrecipients to use federal CARES Act funding or alternative resources to sustain the project beyond the first quarter (7/1/2020 – 10/31/2020). As such, the original award amount has been reduced from \$932,238 to \$311,000.

CC: Camilla Fong, CAO



City of Los Angeles
Grant Award Notification and Acceptance

| | | | |
|---|------------------|--|---------------------|
| Recipient Department | | | |
| This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation | | | |
| Grants Coordinator: | Janette Flintoft | E-Mail: 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: 12/02/2020 |

| | | | |
|---|---------------------------|-----------------------------|-----------------------|
| Grant Information | | | |
| Name of Grantor: | | Pass Through Agency: | |
| Measure H Funding | | | |
| Grant Program Title: | | Notification of Award Date: | |
| Los Angeles County Criminal Record Clearing Project | | 11/01/2020 | |
| Funding Source (Public / Private): | Grant Type: | Funds Disbursement: | Agency's Grant ID: |
| County/Regional | Non-Competitive/Formula | Reimbursement | CFDA#: |
| | | | Other ID#: |
| | | | eCivis ID#: |
| Match Requirement: | None | Amount: \$0.00 | %Match 0 |
| Match Type: | Identify Source of Match: | | |
| Fiscal Information: | Awarded Funds: | Match/In-Kind Funds: | Total Project Budget: |
| | \$311,000.00 | \$0.00 | \$311,000.00 |

| Approved Grant Budget Summary | | | | |
|--------------------------------------|--------------|--------|------------|--|
| Category | Awarded | Match | Additional | Explanation |
| Personnel | | | | |
| Salary | \$203,665.00 | \$0.00 | | Direct Salary Costs |
| Fringe Benefits | \$92,912.00 | \$0.00 | | CAP 40 @ 45.62% |
| Materials/Supplies | | | | |
| Case Management | \$8,333.00 | \$0.00 | | Case Management System, Software & |
| Clinic & Office Supplies | \$5,257.00 | \$0.00 | | Transportation expenses (Metro cards,) |
| Clinic Outreach & Conf Travel | \$833.00 | \$0.00 | | Clinic Outreach & Conf Travel |
| Total | \$311,000.00 | \$0.00 | | |

| | |
|--|--|
| Approved Project | |
| Descriptive Title of Funded Project: | FY 20-21 LA County Homeless Legal Assistance (HEART) |
| Performance Period Start/End Dates (Month/Day/Year): | Citywide: yes |
| Start: 07/01/2020 End: 06/30/2021 | Affected Council District(s): all |
| | Affected Congressional District(s): all |
| Purpose: | |
| Identify Internal Partners (City Dept/Bureau/Agency): LAPD | |
| Identify External Partners: Los Angeles Public Defender's Office | |

| |
|--|
| 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 total project budget for the Criminal Records Clearance Program (HEART) was reduced due to the County directing subrecipients to utilize CARES Act funding. The revised award amount is \$311,000. |

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 Controller to:

a. REDUCE the receivable previously established within Fund 368, Department 12 for the 20-21 HEART Criminal Records Clearance project by in the amount of \$621,238.

b. TRANSFER \$407,335 from Fund 100, Department 12, Account 001010 Salaries General back to Fund 368, Department 12, Account 12T861 - HEART Criminal Records Clearance Project.

c. REDUCE the Appropriation Account 12T861 - HEART Criminal Records Clearance Project within Fund 368, Department 12 by \$621,238, for a new appropriation amount not to exceed \$311,000.

d. Upon receipt of grant funds and approval of expenses, TRANSFER up to \$278,738 from Fund 368, Department 12, Account 12T861 - HEART Criminal Records Clearance Project to Fund 100, Department 12, Revenue Source No. 5346-Related Costs Reimbursement – Grants.

4. AUTHORIZE the Office of the City Attorney to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer.

Fiscal Impact Statement

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

The total project cost for the period July – October 2020 is \$413,138. Of that amount, the grant will reimburse \$311,000 with a general fund contribution of \$102,138. The general fund contribution will cover the indirect costs using CAP 40 – 50.15%.

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:

Grant Award Notification and Acceptance

Copy of Award Notice

Grant Project Cost Breakdown (Excel Document)

Copy of Grant Agreement (if applicable)

Detail of Positions and Salary Costs (Excel Document)

Additional Documents (if applicable)

Department Head Name:

Department Head Signature:

Date:

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:

| Los Angeles County Criminal Record Clearing Project | July 1, 2020 - June 30, 2021 | Budgeted Costs July-October 2020 |
|--|------------------------------|----------------------------------|
| Personnel: | | |
| Supervising Deputy City Attorney III | \$160,000 | \$53,333.00 |
| Deputy City Attorney I | \$126,000 | \$42,000.00 |
| Administrative Coordinator II (EK) | \$91,000 | \$30,333.00 |
| Administrative Coordinator II (CS) | \$84,000 | \$28,000.00 |
| Administrative Coordinator I/II (RC) | \$82,000 | \$27,333.00 |
| Administrative Coordinator I/II (MJ) | \$68,000 | \$22,666.00 |
| Staffing Subtotal: | \$611,000 | \$203,665.00 |
| Benefits 45.62% | \$278,738 | \$92,911.97 |
| Staffing and Benefits: | \$889,738 | \$296,576.97 |
| Operating Expenses: | | |
| Case Management System, Software, and Equipment | \$25,000 | \$8,333 |
| Clinic and Office Supplies; Clinic Transportation Expenses (Metro Cards, Ride Sharing); Promotional Materials; WiFi. | \$15,000 | \$5,257.03 |
| Clinic, Outreach, and Conference Travel | \$2,500 | \$833.00 |
| Operating Expenses Subtotal | \$42,500 | \$14,423.03 |
| Staffing, Benefits, and Equipment, and Operating Expenses TOTAL | \$932,238 | \$311,000.00 |



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

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 of Los Angeles Board of Supervisors (Board) 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 Board 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 Board approved increased funding for fiscal year 2018/2019 to incorporate into the CRCP infraction clearing services provided by the Los Angeles County Homeless Court Program (Homeless Court). On May 15, 2019, the Board approved funding to expand the countywide expansion of the Homeless Court for fiscal year 2019/2020; and the funding for fiscal year 2020-21 is subject to Board of Supervisor’s approval of Measure H funding in September 2020.

WHEREAS, the City is a public entity with recognized professionals and experience in providing effective services to individuals experiencing homelessness, and having assumed the legal duties for the last four years of Homeless Court and the remaining participants under the prior program design under a Memorandum of Understanding executed on June 25, 2015; and

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

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. If applicable, such services will have been conducted in accordance with all current Los Angeles County Department of Public Health COVID-19-related Officer Orders and all current Los Angeles City COVID-19 Orders and Ordinances applicable to this MOU.

III. PUBLIC DEFENDER RESPONSIBILITIES

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

V. CITY RESPONSIBILITIES

1. The City will provide the services outlined in Exhibit A, Statement of Work and Budget. Such services will be subject to all current Los Angeles County Department of Public Health COVID-19-related Officer Orders and all current Los Angeles City COVID-19 Orders and Ordinances applicable to this MOU.
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 establish relationships with community-based organizations and homeless service agencies to develop a direct referral process for individuals actively engaged in case management.
6. The City will deploy its mobile team to CRCP events when it deems outreach to be safe and appropriate and subject to all current Los Angeles County Department of Public Health COVID-19-related Officer Orders and all current Los Angeles City COVID-19 Orders and Ordinances applicable to this MOU.
7. The City will consult the Public Defender regarding weekly deployments but given its limited means will not deploy to every CRCP event.
8. The City may participate in CRCP events that do not include the Public Defender mobile teams.

parties. Payment by SIB-HHU for services rendered after expiration/termination of this MOU shall not constitute a waiver of Public Defender's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this MOU.

VIII. FURTHER TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR STATUS

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

B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

C. INDEMNIFICATION

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

this program is warranted to meet or exceed five million dollars (\$5,000,000.00), combined single limit, per occurrence.

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

G. AUTHORIZATION WARRANTY

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

H. AMENDMENTS

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

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

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

I. CONFIDENTIALITY

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

M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

N. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

O. VALIDITY

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

P. WAIVER

No waiver by the Parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this 15 day of September, 2020.

OFFICE OF THE PUBLIC DEFENDER

By *Ricardo Garcia*
RICARDO GARCIA
Public Defender

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

By _____
JONATHAN C. MCCAERTY
Principal Deputy County Counsel

CITY OF LOS ANGELES
OFFICE OF THE CITY ATTORNEY

By _____
MICHAEL N. FEUER
City Attorney

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

By _____
BARAK VAUGHN
Deputy City Attorney

EXHIBIT A

STATEMENT OF WORK AND BUDGET

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

As of March 31, 2020, HEART provided service to Nine-hundred and twenty (920) individuals through forty-seven (47) homeless citation clinics.

FY 2020/21 funding will sustain the expanded HEART field teams under the Measure H Criminal Record Clearing Project. Field teams were established in FYs 2018/2019 and 2019/2020 to assist individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible infraction citations and associated warrants, fines and fees.

The City is required to serve One Hundred (100) participants per month utilizing both virtual and in-person meetings pursuant to all current Los Angeles County Department of Public Health Officer Orders and all current City of Los Angeles COVID-19-related Ordinances and Orders applicable to this Agreement.

The City will serve participants through two referral mechanisms: (1) by accepting referrals through a web-based tool directly from approved community based organizations and homeless service agencies; and (2) by hosting mobile legal clinics throughout Los Angeles County to reach individuals who may not be connected to service agencies, when such

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

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

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

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

(6) When feasible, and subject to current LA County Department of Public Health Officer Orders and City of Los Angeles COVID-19-RELATED Orders and Ordinances applicable to this MOU, the City will deploy its mobile team to a Criminal Record Clearing Event alongside the Public Defender teams.

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

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

(2) Participating jurisdictions will:

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

3. Performance Goals/Reporting

a) Goals

- (1) The City will conduct intake for one hundred (100) participants per month.

b) Reporting Information

- (1) The City will track and report the following metrics:
 - (a) The number of individuals who complete an intake with HEART to have citations resolved through the clinic model;
 - (b) The demographic backgrounds of those who complete an intake including: age, ethnicity, race, and gender.
 - (c) The number of individuals who identify as experiencing homelessness at the time of intake;

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

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