



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: March 16, 2021

8F

Re: Revised FY 2020/21 LA County Criminal Record Clearing Project –
HEART (CF #18-0506)

As detailed in the CAO Grants Acceptance form for CF #18-0506, 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. Thereafter, the County directed its grantees to use federal CARES Act funding or alternative resources to sustain the project beyond the first quarter and reduced original award amount to \$311,000. Since this time, the County identified additional funds and has reallocated \$358,000 toward the original award. In conclusion, the original FY 2020/21 award amount has been reduced from \$932,238 to \$669,000. Please see the attached updated grants acceptance form reflecting these new adjustments and revised controllers instructions.

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
Project Manager:	Janette Flintoft	E-Mail:	janette.flintoft@lacity.org
Department/Bureau/Agency:	City Attorney	Phone:	310-570-0686
		Phone:	310-570-0686
		Date:	03/10/2021

Grant Information			
Name of Grantor:		Pass Through Agency:	
Measure H Funding		Notification of Award Date:	
Grant Program Title:		02/02/2021	
Los Angeles County Criminal Record Clearing Project			
Funding Source (Public / Private):	Grant Type:	Funds Disbursement:	Agency's Grant ID:
County/Regional	Non-Competitive/Formula	Reimbursement	CFDA#: 18-0506
			Other ID#:
			eCivis ID#:
Match Requirement:	None	Amount:	\$0.00
Match Type:		%Match	0
Identify Source of Match:			
Fiscal Information:	Awarded Funds:	Match/In-Kind Funds:	Total Project Budget:
	669,000	\$0.00	669,000

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
Personnel				
Salary	434,678	\$0.00		Direct Salary Costs
Fringe Benefits	197,121	\$0.00		CAP 40 @ 45.62%
Expenses				
Technology	30,166			Case Management
Clinic & Office Supplies	5,993			
Clinic, Outreach & Travel	1,042			
Total	669,000	\$0.00		

434,678
197,121
#REF!

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 original award of \$932,238 was amended by the County and reduced to \$311,000 to cover the period 7/1/20 - 11/30/30. The City covered the expenses thereafter up through 1/31/21. Thereafter, the County amended the award again with an increase of \$358,000 to cover the balance of the grant period from 2/1/21 - 6/30/21- thereby bringing the total project budget to \$669,000 for the Criminal Records Clearance Program (HEART).

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 263,238.
- b. TRANSFER \$176,322 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 \$263,238, for a new appropriation amount not to exceed \$669,000.

2. 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.

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

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

Homeless Court Program		Department:		Los Angeles City Attorney	
Grant Project Breakdown		Additional Costs**		Total	
		Grant Funds	City Funds	Non-City Funds	Comments
Salaries					
1010 Salaries General		434,678			434,678
1020 Salaries Grant Reimbursed					0
1070 Salaries As Needed					0
1090 Overtime					0
Salaries Total:		\$ 434,678			434,678
Related Costs City Attorney					
Fringe Benefits	CAP Rate 45.62%	197,121			197,121
Department Administration					0
Central Services					
Related Costs Total:		\$ 631,799		\$ -	631,799
Expense					
2120 Printing & Binding					0
2130 Travel		1,042			1,042
3040 Contractual Services					0
3310 Transportation					0
4160 Governmental Meetings					0
6010 Office Supplies					0
6020 Operating Supplies		5,993			5,993
7300 Equipment					0
Other (Database)		30,166			30,166
Expenses Total:		\$37,201	\$0	\$0	37,201
Grand Total:		\$ 669,000	\$ -	\$ -	\$ 669,000

*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.)

PF2 (091222)



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

Amendment #1

1ST AMENDMENT TO THE 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 1st Amendment to the 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. On September 15, 2020, the Board approved funding to expand the countywide expansion of the Homeless Court for fiscal year 2020/2021.

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 five (5) years of Homeless Court and the remaining participants under the prior program design under a Memorandum of Understanding executed on June 25, 2015; and

II. TERM OF MOU

The term of this 1st Amendment to the MOU shall be July 1, 2020 through June 30, 2021, commencing upon full execution by the City and the Public Defender, unless sooner terminated or extended, in whole or in part, as provided in this 1st Amendment to the 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. 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.

V. CITY RESPONSIBILITIES

1. The City will provide the services outlined in Exhibit A, Statement of Work and Budget attached to the 1st Amendment to the MOU. 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.

VIII. FURTHER TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR STATUS

This 1st Amendment to the 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 1st Amendment to the MOU or the original 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.

F. GENERAL INSURANCE REQUIREMENTS

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

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

G. AUTHORIZATION WARRANTY

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

H. AMENDMENTS

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this 1st Amendment to the 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 1st Amendment to 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 1st Amendment to the 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.

The County or its agent will evaluate the City's performance under this 1st Amendment to the MOU on not less than an annual basis. Such evaluation will include assessing the City's compliance with all Contract terms and performance standards. The City's deficiencies, not COVID-19-related, which the County determines are severe or continuing and that may place performance of the 1st Amendment to the MOU in jeopardy if not corrected, will be reported to the Board. The report will include improvements/corrective action measures taken by County and City. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract as specified in this Agreement.

M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

N. TERMINATION FOR IMPROPER CONSIDERATION


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

IN WITNESS HEREOF, the Parties
have caused this MOU to be executed
by their duly authorized agents as of
this 4 day of February,
2021.

OFFICE OF THE PUBLIC
DEFENDER

By 
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 Lesla Kapur
MICHAEL N. FEUER
City Attorney

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

By Barak Vaughn
BARAK VAUGHN
Deputy City Attorney

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 does not have open 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.

- (9) The City may participate in Criminal Record Clearing events that do not include the Public Defender mobile teams and vice versa.
- (10) The City will offer individuals information or connections to programs or agencies that provide housing, mental health counseling, supportive housing, employment training and placement, social services, or other rehabilitative services.
- (11) 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.
- (12) 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
 - (h) Redondo Beach City Attorney
 - (i) Hawthorne City Attorney's Office
 - (j) Hermosa Beach City Attorney's Office
- (2) Participating jurisdictions will:

- (e) The number of individuals who identify as at risk of homelessness at the time of intake;
 - (f) The number of individuals who identify as veterans at the time of intake;
 - (g) The number of individuals that connect with services specific to their needs during an outreach event. (Services at each event will vary but may include: mental health counseling, housing navigation, health and wellness resources, legal resources, or benefits etc.);
 - (h) The number of homeless outreach events held providing D6 services;
 - (i) The number of motions submitted requesting dismissal of infractions citations or the suspension of fines and fees for D6 participants;
 - (j) The number of motions granting the dismissal of infractions citations or the suspension of fines and fees for D6 participants; and
 - (k) The number of D6 participants who had infractions citations dismissed during reporting period; and
 - (l) The number of individuals who are homeless who were referred to homeless case managers.
- (2) When data is available, the City will track and report the following metrics:
- (a) The number of individuals in families with minor child(ren); and
 - (b) The number of families with minor child(ren).