



## CITY OF MANHATTAN BEACH

1400 Highland Avenue Manhattan Beach, CA 90266  
www.citymb.info • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/20/2021

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

George Gabriel, Assistant to the City Manager

**SUBJECT:**

Consideration of Continuing the Analysis of Transferring Prosecution Services of State Misdemeanors Utilizing the Los Angeles County District Attorney, and Potentially Contracting with the City of Redondo Beach for Prosecution and Homeless Court Services (City Manager Moe).

**DISCUSS AND PROVIDE DIRECTION**

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**RECOMMENDATION:**

Staff recommends that the City Council discuss and provide direction regarding transferring prosecution services of State misdemeanors utilizing the Los Angeles County District Attorney, and potentially contracting with the City of Redondo Beach for prosecution and homeless court services.

**FISCAL IMPLICATIONS:**

There are significant fiscal implications associated with transferring prosecution services from the County to Redondo Beach, and participating in Redondo's homeless court. Los Angeles County currently offers prosecutorial services to the City at no cost. At the time the City Council agenda packet went out on July 14, the Redondo Beach City Attorney's Office had not provided a cost estimate for prosecution and homeless court services. Hermosa Beach contracts with Redondo Beach for prosecution services at an annual cost of \$200,004. That amount does not include participation in Redondo's homeless court. However, the Redondo City Attorney has indicated that Redondo will provide such services to Hermosa in the future.

Manhattan Beach City Councilmembers have requested that the City explore grant funding opportunities for homeless court services. Countywide Measure H funds, which are now administered locally through the South Bay Cities Council of Governments (SBCCOG), may be utilized for that purpose. Applications for the next round of Measure H grant funding are due to

SBCCOG on August 10.

**BACKGROUND:**

At the March 16, 2021, meeting, City Council directed staff to agendize Council consideration of homeless court and an analysis of potential funding sources for various homeless services. Upon contacting the City of Redondo Beach, the Redondo Beach City Attorney indicated it would consider providing homeless court services contingent on Manhattan Beach contracting with Redondo Beach for prosecutorial services. The Los Angeles County District Attorney currently provides prosecutorial services for the City of Manhattan Beach. Should the City of Manhattan Beach seek an alternative source to prosecute state law misdemeanors committed within city limits, the City must first receive consent from the Los Angeles County District Attorney.

Staff provided a report on the matter at the June 1, 2021, City Council meeting (Attachment #1). In the analysis, staff indicated that homeless court services were offered by the City of Redondo Beach City Attorney's Office, specifically by their City Prosecutor. The City of Redondo Beach is one of ten cities in Los Angeles County that prosecutes state misdemeanors occurring in their jurisdiction. Alternatively, the Los Angeles District Attorney's Office prosecutes felony crimes and misdemeanor crimes for the City of Manhattan Beach. This difference is particularly relevant to the City's consideration of adding homeless court services, as the primary crimes homeless individuals may be charged with are state misdemeanor crimes.

Government Code section 41803.5 provides:

“(a) With the consent of the district attorney of the county, the city attorney of any general law city or chartered city within the county may prosecute any misdemeanor committed within the city arising out of violation of state law. This section shall not be deemed to affect any of the provisions of Section 72193.

(b) In any case in which the district attorney is granted any powers or access to information with regard to the prosecution of misdemeanors, this grant of powers or access to information shall be deemed to apply to any other officer charged with the duty of prosecuting misdemeanor charges in the state, as authorized by law.”

City staff sent the City of Redondo Beach a non-binding letter of intent for homeless court service and/or prosecution services. At their May 18, 2021, meeting, the City of Redondo Beach City Council authorized Redondo Beach City Attorney Mike Webb to explore offering prosecution services (including homeless court) to the City of Manhattan Beach.

At the June 1, 2021, meeting, Manhattan Beach City Council directed staff to continue exploring homeless court, identify necessary funding and perform a cost-benefit analysis. Additionally, Council directed staff to provide information on the process to request the authority from the Los Angeles County District Attorney to prosecute state law misdemeanors. This report provides information to assess if the City Council would like to continue staff's analysis.

**DISCUSSION:**

As indicated in the background section, the City can consider adding homeless court services

by contracting with the City of Redondo Beach. However, the City must first receive the consent of the Los Angeles County District Attorney to prosecute state misdemeanors. Given the complex nature of assessing this effort staff gathered data to understand current prosecution practices, the process of receiving consent from the District Attorney, effectiveness of homeless court, and a cost/benefit analysis.

#### Prosecution Analysis

The District Attorney (DA) is an elected county official established by Government Code Section §26500-26543. The DA is responsible for the prosecution of criminal violations of state law and county ordinances occurring within the county in which elected. The elected District Attorney, George Gascón, is in charge of the office that prosecutes felony and misdemeanor crimes that occur within Los Angeles County. The Los Angeles District Attorney's Office prosecutes felony crimes and misdemeanor crimes in unincorporated areas and in 78 of the county's 88 cities, including the City of Manhattan Beach. Some notable cities that are responsible for conducting their own prosecution include: Burbank, Hawthorne, Inglewood, Long Beach, Los Angeles, Pasadena, Redondo Beach, Hermosa Beach, Santa Monica, and Torrance.

The Manhattan Beach Police Department's Administration and Investigations Bureau is responsible for filing cases with the District Attorney. To understand the scope of activity between the Police Department and the District Attorney, staff has provided the number of cases referred to the DA by case type (Attachment #2). In 2019 and 2020, the City referred 1,010 and 594 misdemeanor cases, respectively. Staff is unable to determine if these cases were filed or prosecuted by the DA following referral.

On December 7, 2020, George Gascón was sworn into office and issued nine Special Directives which outline new policies and procedures for the Los Angeles County DA's Office. Most notably, DA Gascón issued Special Directive 20-07 titled, "Misdemeanor Case Management" (Attachment #3). The directive listed numerous misdemeanor charges that will be declined or dismissed before arraignment and without conditions by the DA unless "exceptions" or "factors for consideration" exist. The crimes include: trespassing, disturbing the peace, criminal threats, drinking in public, public intoxication, under the influence of controlled substance, driving without a valid license, driving on a suspended license, drug and paraphernalia possession, minor in possession of alcohol, loitering, loitering to commit prostitution, and resisting arrest.

Exceptions and factors for consideration listed in Special Directive 20-07 include repeat offenders in the preceding 24 months; however, misdemeanors such as drug and paraphernalia possession, minor in possession of alcohol, drinking in public, public intoxication, under the influence of controlled substance and loitering to commit prostitution do not have exceptions or factors of consideration identified. As a result, these types of cases will not be considered for prosecution by the DA's office.

Based on the directive, staff estimates that 702 misdemeanor cases from 2019 - 2020 may have been impacted had the directive been in effect. Thus far, MBPD estimates that 61 cases have been dismissed or declined since December 2020. As indicated in attachment #2, MBPD has referred a total of 154 misdemeanor cases to the District Attorney from January - April.

Please note, the Redondo Beach City Attorney has indicated that Redondo will not prosecute all Municipal Code violations on behalf of the City of Manhattan Beach. However, Redondo Beach indicated that it might consider prosecuting specific Municipal Code violations on a limited basis. Most, if not all, Manhattan Beach Municipal Code violations are processed as administrative citations. Occasionally in the past, MBPD has referred certain Municipal Code violations to the District Attorney (e.g. boating, beach violations).

#### Process

Per City Council direction, staff has attempted to locate information on the process to request the authority to prosecute state law misdemeanors from the Los Angeles County District Attorney. Given the unique nature of the request, staff has not found any information regarding the process. Staff is aware that the City of Beverly Hills is exploring establishing a City Prosecutor's Office but will take up the matter in the fall.

Should City Council direct staff to request consent from the DA, staff would likely send an official letter to the DA indicating Council direction. If consent is provided, a contract with the City of Redondo Beach would be provided for City Council consideration at a future City Council meeting.

#### Effectiveness of Homeless Court

The Homeless Court Program is an informal diversion program for homeless individuals. The program requires that homeless individuals participate in services such as mental health counseling, substance abuse treatment and housing placement as required by Judge Rene Gilbertson. Housing navigators give the attorneys recommendations and updates on each participant, and the attorneys will ask the judge to make the appropriate orders to get the participants to work towards becoming housing ready. Judge Rene Gilbertson encourages the participants while ensuring accountability for participants not following her orders.

The homeless court program has been viewed as a success in Redondo Beach and has provided an additional tool to incentivize homeless individuals to seek housing options. Since December 2019, the City of Redondo Beach has had 50 individuals participate in homeless court and 15 have successfully been housed as a result of the process. Currently, the City of Redondo Beach has 20 active participants in the homeless court program.

Based on the City of Redondo Beach's homeless count conducted by the Los Angeles Homeless Services Authority in 2020, Redondo Beach's homeless population is substantially larger than Manhattan Beach. Redondo Beach totaled 176 individuals experiencing homelessness while Manhattan Beach totaled 15 individuals. Upon conducting an unofficial count by MBPD in April 2021, the Police Department identified about 7 individuals. Some of those individuals may benefit from a homeless court program depending on whether a crime has been committed.

To further determine the effectiveness of a homeless court program, staff compiled the number of individuals that were categorized as transients (i.e. no known address) and committing crimes from July 2020 - July 2021. Staff identified 59 instances of individuals cited by MBPD.

### Considerations

Beginning in 2017, the City has dedicated a tremendous amount of resources to address homelessness. In that time, the City has explored all tools and achieved successful results. Most notably, the City reduced the number of homeless individuals from 41 in 2018 to 15 in 2020.

In assessing whether the City should proceed with providing homeless court services, the City Council must weigh the benefits of providing these services vis-a-vis broader implications on the City's prosecution efforts.

### *Homeless Court*

The City continues to take an active role in addressing homelessness, strategically and regionally. In doing so, the City has ensured public safety while also assisting homeless in obtaining the services needed, and respecting their rights, through the use of Harbor Interfaith Services. Given the small number of homeless individuals that regularly reside in Manhattan Beach, the City Council must determine if the program is worthwhile considering the limited participants the City would have in any homeless court program.

### *Direct Prosecution of Misdemeanor Crimes*

As previously indicated, Special Directive 20-07 has implications on the City's handling of state misdemeanor crimes, and has had implications locally and countywide. Furthermore, some cities in Los Angeles County have indicated concerns with the Special Directives as having a potential impact to public safety, and have adopted resolutions expressing a "Vote of No Confidence" in DA Gascón. The City of Manhattan Beach City Council adopted a similar resolution at the May 18, 2021, meeting. If the District Attorney provides the City of Manhattan Beach consent to prosecute state misdemeanor crimes, the City would not be subject to Special Directive 20-07, and could contract with another entity to prosecute state misdemeanors. . However, it should be noted that the presiding judge of any case still retains the power to dismiss or decline a case.

### *Costs*

The costs associated with direct prosecution and homeless court are significant and uncertain. The City of Manhattan Beach does not currently expend funds toward District Attorney services. The DA's service is funded through County General Fund revenues, which include countywide property tax and sales tax revenues. Therefore, should the City prosecute state misdemeanor crimes, these costs would have an impact on the City's budget as a new expenditure.

As indicated in the fiscal implications section, at the time the City Council agenda packet went out on July 14, the City of Redondo Beach City Attorney's Office had not provided a cost estimate for prosecution and homeless court services. Once this information is provided, staff will provide the City Council with a further analysis.

For reference, staff has provided the contract agreement the City of Redondo Beach has with the City of Hermosa Beach (Attachment #4). The City of Hermosa Beach pays a flat monthly fee of \$16,667 to Redondo Beach for Prosecutor Services. This totals \$200,004 annually. Given the population of Hermosa Beach in comparison to Manhattan Beach, it should be reasonably expected that the City of Manhattan Beach would likely expend more than the City of Hermosa Beach.

**CONCLUSION:**

Staff recommends that the City Council discuss and provide direction regarding transferring prosecution services of State misdemeanors utilizing the Los Angeles County District Attorney, and potentially contracting with the City of Redondo Beach for prosecution and homeless court services.

Options the City Council may consider include:

1. Discontinue analysis of contracting with the City of Redondo Beach;
2. Apply for Measure H grant funds by August 10, 2021, to fund homeless court services specifically, in addition to funds dedicated toward outreach provided by Harbor Interfaith Services;
3. Report back to the City Council once the City of Redondo Beach provides a cost estimate for prosecution and homeless court services;
4. Contact Los Angeles County District Attorney's Office to obtain County requirements for seeking consent to prosecute state misdemeanors.

**LEGAL REVIEW:**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**ATTACHMENTS:**

1. June 1, 2021 Staff Report
2. Cases Referred to District Attorney from 2015 - 2020
3. Special Directive 20-07 - Misdemeanor Case Management
4. City of Redondo Beach and Hermosa Beach Prosecution Contract
5. SBCCOG Measure H Grant Funding Call for Projects



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# STAFF REPORT

**Agenda Date:** 6/1/2021

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

George Gabriel, Senior Management Analyst

**SUBJECT:**

Report on the Use of Homeless Court Services and Funding Sources for Homeless Services  
(Continued from the May 18, 2021, City Council Meeting) (City Manager Moe).

**DISCUSS AND PROVIDE DIRECTION**

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**RECOMMENDATION:**

Staff recommends that the City Council discuss and provide direction regarding the City's exploration of homeless court services.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the recommended action.

**BACKGROUND:**

At the March 16, 2021 Council Meeting, the City Council directed staff to agendize Council consideration of homeless court and an analysis of potential funding sources for various homeless services.

The City has taken an active role in addressing homelessness, strategically and regionally. In doing so, the City is doing everything possible to ensure public safety while also assisting homeless in obtaining the services needed, and respecting their rights. Over the past three years, the City of Manhattan Beach has taken the following steps so far:

- Approved the "Five-Year Plan to Address Homelessness in our Community" that creates goals that align with the County of Los Angeles's objectives;
- Adopted an Anti-Camping Ordinance prohibiting camping and storing personal property in public areas. Signage with this information, has been placed in multiple locations within the City;
- Appointed a Homelessness Liaison responsible for homelessness initiatives and

concerns;

- Participated in the county-wide Homelessness Counts the past two years to assist with understanding the size and scope of homelessness. Fifteen individuals were counted in Manhattan Beach in 2020 (down from 41 individuals in 2018 and 21 in 2019);
- Created a Homelessness Task Force of 11 residents and stakeholders to assist in: 1) developing a proposal to obtain County Measure H funds, and 2) conduct community outreach/education on homelessness;
- Increased the number of mental health clinicians provided by the Los Angeles County Department of Mental Health available to the Manhattan Beach Police Department to address mentally ill homeless individuals;
- Created and distributed a Homeless Resource Guide and Card that summarizes a variety of resources and phone numbers to refer to, for residents and those experiencing homelessness;
- Awarded a \$330,666 grant by the County of Los Angeles to offer case management and coordination services to homeless individuals in the cities of Redondo Beach, Hermosa Beach, and Manhattan Beach.
- Approved a City Homelessness Plan Implementation Grant contract with the County of Los Angeles that would provide homeless coordination, case management and trainings in the beach cities of Manhattan, Hermosa and Redondo.
- Developed specifications in order to obtain proposals from qualified service providers to assist in moving people off the streets into interim and permanent housing.
- Awarded a subcontract to a qualified homeless services firm, Harbor Interfaith Services (HIS), to provide:
  - A full-time Homeless Coordinator/City Liaison to leverage the cities' fiscal and administrative resources to systematize, coordinate and help oversee multi-sectoral homeless efforts to enhance and expand regional access to services.
  - Developing and implementing internal city-level homelessness response protocols and beach city regional response;
  - Tailoring training material and lead training sessions with staff;
  - Planning and holding an annual homelessness stakeholder roundtable/community meeting;
  - Providing two full-time Homeless Case Managers to assist homeless individuals and families by getting individual "document ready;" and make successful referrals to interim housing, treatment centers, and permanent housing.
- Since November 2019, HIS has interacted with over 153 homeless individuals, placing 37 into interim housing, 14 in the State/County sponsored Project Room Key locations, 7 into treatment programs, and 16 in stable housing placements.
- Adopted Resolution No. 20-0031 approving a Memorandum of Understanding (MOU) between the City of Manhattan Beach, the City of Redondo Beach and the City of Hermosa Beach regarding the implementation of the South Bay Beach Cities Homelessness Project for homeless coordination, housing navigation and training services.
- Promoted the Los Angeles Homeless Outreach Portal (LA-HOP), web-based portal to help make it easier to request coordinated county services for homeless individuals and ensure constituents can easily submit requests for homeless outreach;



- Joined a coalition of California local public agencies in support of the City of Boise's Petition for a Writ of Certiorari with the United States Supreme Court to clarify homeless enforcement mechanisms for our Police Department (the Supreme Court rejected the petition);
- Explored contracting with a regional homeless shelter to assist homeless with immediate shelter options; and
- Increased the presence of outreach workers in the City by conducting "ride-alongs" with the City's Police Department.

The City continues to be responsive to concerns, and actively monitor incidents where the public safety is threatened or homeless outreach can be coordinated.

#### **DISCUSSION:**

In 2019, the Los Angeles County Board of Supervisors provided funding to the South Bay Cities Council of Governments to administer "Innovation Funds" for homeless services in the South Bay. The City of Redondo Beach is the only jurisdiction that was awarded an innovation grant to provide a Homeless Court as a pilot program titled, "Enhanced Homelessness Response Pilot Program." The Homeless Court Program offers an informal diversion program and services such as mental health counseling, substance abuse treatment and housing placement. This effort is coordinated in cooperation with the Public Defender, Alternate Public Defender, Sheriff's Department, Community Partners, City of Redondo Beach, South West District Administrator, Torrance Criminal Operations Manager, and Judge Gilbertson.

At the April 13, 2021, Redondo Beach City Council agenda, the following summary of homeless court was provided:

"Harbor Interfaith, PATH and City Net are the homeless service providers that attend Homeless Court. Every participant of Homeless Court is connected with a housing navigator of their choice. The housing navigators give the attorneys recommendations and updates on each participant, and the attorneys will ask the judge to make the appropriate orders to get the participants to work towards becoming housing ready. Judge Rene Gilbertson is the presiding judge of Homeless Court, who compassionately encourages the participants while at the same time is firm when the participants are not following her orders. Homeless Court continues to grow into a one-stop shop with multiple agencies offering services. The Public Defender Expungement Van attends every month to assist defendants in clearing their criminal records to help pass background checks for housing. Clear Recovery Center donates substance abuse counseling and mental health therapy. The Department of Mental Health is able to conduct evaluations and refer people to treatment and services. In addition, these services are not only available to the participants of Homeless Court, but also to any interested person experiencing homelessness in Redondo Beach."

Based on the City of Redondo Beach's homeless count conducted by the Los Angeles Homeless Services Authority in 2020, Redondo Beach's homeless population is substantially larger than Manhattan Beach. Redondo Beach totaled 176 individuals experiencing homelessness while Manhattan Beach totaled 15 individuals. Upon conducting an unofficial count by the City's Police Department in April 2021, the Police Department identified about 7

individuals that may benefit from a homeless court program.

The homeless court program has been viewed as a success in Redondo Beach and has provided an additional tool to incentivize homeless individuals to seek housing options.

#### Prosecution Services and Homeless Court

The District Attorney (DA) is an elected county official established by Government Code Section §26500-26543. The DA is responsible for the prosecution of criminal violations of state law and county ordinances occurring within the county in which they are elected. This includes investigation and apprehension, as well as prosecution in court.

The elected District Attorney, George Gascón, is in charge of the office that prosecutes felony and misdemeanor crimes that occur within Los Angeles County. The Los Angeles District Attorney's Office prosecutes felony crimes and misdemeanor crimes in unincorporated areas and in 78 of the county's 88 cities, including the City of Manhattan Beach.

The cities of Burbank, Hawthorne, Inglewood, Long Beach, Los Angeles, Pasadena, Redondo Beach, Santa Monica, and Torrance have their own City Attorneys who prosecute misdemeanor crimes and municipal code violations that occur within their jurisdictions. With the exception of Hawthorne and Pasadena, all of the other cities are charter cities. In some cities, such as Burbank and Hawthorne, the City Council appoints the City Attorney and in other cities, such as Long Beach and Los Angeles, the City Attorney is elected.

The City of Hermosa Beach, which is a general law city, contracts with the City of Redondo Beach for City Prosecutor services.

The City of Hawthorne's Prosecution Department also performs prosecution services for other entities such as the California Highway Patrol, Los Angeles County Health Department, California State Department of Alcoholic Beverage Control, and various police agencies in the South Bay area.

As a charter city which has an elected City Attorney, the City of Redondo Beach operates and conducts its own homeless court. MB staff has sent the City of Redondo Beach a non-binding letter of intent for Homeless Court Service and/or Prosecution Services. At the May 18, 2021, meeting, the City of Redondo Beach City Council authorized Redondo Beach City Attorney Mike Webb to explore offering prosecution services (including homeless court) to the City of Manhattan Beach.

is still evaluating the feasibility of allowing Manhattan Beach to utilize Redondo Beach's services, and Redondo Beach City Attorney Mike Webb will raise the issue with the Redondo Beach City Council.

In addition to this exploration with the City of Redondo Beach, Should the City of Manhattan Beach seek to prosecute state law misdemeanors committed within city limits, the City must request the authority to prosecute state law misdemeanors from the LA County District Attorney. Government Code section 41803.5 provides:

“(a) With the consent of the district attorney of the county, the city attorney of any general law city or chartered city within the county may prosecute any misdemeanor committed within the city arising out of violation of state law. This section shall not be deemed to affect any of the provisions of Section 72193.

(b) In any case in which the district attorney is granted any powers or access to information with regard to the prosecution of misdemeanors, this grant of powers or access to information shall be deemed to apply to any other officer charged with the duty of prosecuting misdemeanor charges in the state, as authorized by law.”

A number of preliminary steps must be taken to effectuate that switch, including analyzing the existing **general services** contract with the County for **that covers a number of services, including** prosecution services; staff would need further direction from the City Council for the City Attorney to research the legal steps necessary to enable the Redondo Beach to prosecute violations of state law in Manhattan Beach. Also, the Police Chief's input is essential.

#### Funding Analysis

As mentioned earlier, the Homeless Court facilitated by Redondo Beach is funded by the County of Los Angeles via the South Bay Cities Council of Governments. For a years' worth of homeless court services, the City of Redondo Beach required \$245,287 to fund the program. Costs/Services included: Police Department Overtime, Prosecutors (2), contract attorney services, security officers, homeless outreach services, LA County Sheriff's Department security, and treatment services. The itemized cost of Redondo Beach's program is attached for reference.

In preliminary discussions with County Supervisor Janice Hahn's Office, staff has been informed that Supervisor Hahn supports the homeless court program and is interested in expanding it. Should a proposal from the City be provided to Supervisor Hahn's Office, grant funds may be available to fund the initiative.

As indicated in the background section of the report, the cities of Manhattan Beach, Hermosa Beach and Redondo Beach, received a \$330,665 grant to fund homeless case management, regional coordination and training services. Since November 2019, the City has expended grant funds by subcontracting for homelessness initiatives with Harbor Interfaith Services. From December 2019 to March 2021, the City has expended \$211,789.74 in grant funding. The remaining \$118,875.26 will be expended to continue services until December 2021. This remaining amount will need to be supplemented by additional grant funding (i.e. "Bridge Funding") from the County of Los Angeles for services to prevent homeless service disruptions. Staff is processing this request.

After December 2021, the County of Los Angeles is planning to allocate a total of \$15.0 million in Measure H Strategy E7 funds be allocated to the Councils of Government (COGs) to facilitate a regional approach in preventing and combatting homelessness in Los Angeles County. The term of the new funding will be for 18 months, January 2022 through June 2023.

Grant funding requests to the County of Los Angeles will continue to be focused on increasing the supply of permanent and interim housing for people experiencing homelessness, and

enhancing County service systems for those experiencing and/or at-risk of homelessness.

**CONCLUSION:**

Staff recommends that the City Council discuss and provide direction regarding the City's exploration of homeless court services. Specifically, staff is requesting whether staff should continue exploring the possibility of contracting with the City of Redondo Beach for prosecution services and explore options to fund a homeless court program for the City of Manhattan Beach.

**LEGAL REVIEW:**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**ATTACHMENT:**

1. Redondo Beach Homeless Court Cost Breakdown

**Deliverables**

Funding total amount is \$245,287 (from starting date of contract through June 30, 2021)

**STAFFING COSTS**

Position	FTE/12 Months	Rate	Hours	Total
Police Department Overtime		\$100/hour	700/year	\$70,000
Prosecutors (2)		\$22,643.50/year for 1 prosecutor	2600/3060 year	\$34,618
Contract attorneys (backfill)		\$110/hour	150/year	\$20,669
Staffing Subtotal				\$125,287

**OPERATIONAL EXPENSES**

-Special Services (i.e., psychiatrist, therapy, mental health treatment, prescribed medication, etc.) -LA Count Sheriffs Department Security for Homeless Court		Rates vary between services	520-1000 hours/year	\$90,380.90
- Deputy (1) -Security Officers (2)		\$801.60/month	48 hours/year	\$9,619.20
-Additional Homeless Outreach/Counts to monitor effects of program		\$100/hour & additional rates with private service vary	30-50 hours	\$20,000
Operations Subtotal				\$120,000.01
TOTAL				\$245,287


## Cases Referred to the County District Attorney

Year	Misdemeanors	Felonies	Juveniles or Delinquents	Other	Total
2015	1463	446			1909
2016	1792	437	3	1	2233
2017	1389	374			1790
2018	1038	404	1	1	1513
2019	996	382	14		1447
2020	586	267	8		941
2021 (Thru April)	154	59	0	0	213

Cases Currently Prosecuted by the DA that would be Referred to City Prosecutor

SPECIAL DIRECTIVE 20-07

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: MISDEMEANOR CASE MANAGEMENT

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Misdemeanor Case Management in Chapter 9 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 9 of the Legal Policies Manual.

**INTRODUCTION**

The public's interaction with the criminal justice system is mainly through misdemeanor prosecutions, yet the power and influence of the misdemeanor system in Los Angeles County has gone largely unnoticed. The goal of this new policy is to reimagine public safety and best serve the interests of justice and community well-being. As such, the prosecution of low-level offenses will now be governed by this data-driven Misdemeanor Reform policy directive.

Los Angeles County courts should not be revolving doors for those in need of treatment and services. Currently, over 47% of those incarcerated pre-trial on misdemeanor cases suffer from mental illness. Likewise, nearly 60% of those released each day have a significant substance use disorder. Meanwhile, individuals experiencing homelessness account for almost 20% of arrests in Los Angeles despite comprising only 1.7% of the population. The status quo has exacerbated social ills and encouraged recidivism at great public expense.

Moreover, the consequences of a misdemeanor conviction are life-long and grave, even for those who avoid incarceration. Misdemeanor convictions create difficulties with employment, housing, education, government benefits, and immigration for non-citizens and citizens alike. Deportation, denial of citizenship, and inadmissibility affect not only individuals, but also children, families, and immigrant communities. And no matter one's immigration status, the resultant costs and fees of misdemeanor convictions force many to choose between necessities such as rent, transportation, and medical care versus financial obligations to the justice system.

Despite the immense social costs, studies show that prosecution of the offenses driving the bulk of misdemeanor cases have minimal, or even negative, long-term impacts on public safety. Agencies equipped with the social-service tools necessary to address the underlying causes of offenses such as unlicensed driving, sex work, drug possession, drinking in public, and trespassing

are best positioned to prevent recidivism and will thus be empowered to provide help to those in need.

The goal of the Los Angeles County District Attorney's Office is to protect public safety. To do so as effectively as possible, we will direct those in need of services to treatment providers, divert those undeserving of criminal records to appropriate fora, and reorient our focus towards combating violent and serious criminal offenses.

### **I. DECLINATION POLICY DIRECTIVE**

The misdemeanor charges specified below shall be declined or dismissed before arraignment and without conditions unless "exceptions" or "factors for consideration" exist.

*These charges do not constitute an exhaustive list. Each deputy district attorney is encouraged to exercise his or her discretion in identifying a charge falling within the spirit of this policy directive and proceed in accordance with its mandate.*

*In addition, each deputy district attorney retains discretion to seek a deviation from this policy when a person poses an identifiable, continuing threat to another individual or there exists another circumstance of similar gravity. In such a situation, the deputy district attorney must consult with their supervisor, place their justification for seeking a deviation in writing, and record their supervisor's determination in the case file. Such a deviation should be the exception, not the rule. In all circumstances, the person's ability to pay shall be considered.*

#### **Trespass – Penal Code § 602(a)-(y)**

- a. Exceptions or Factors For Consideration
  - i. Repeat trespass offenses on the same public or private property over the preceding 24 months
  - ii. Verifiable, imminent safety risk
  - iii. No indicia of substance use disorder and/or mental illness, or homelessness

#### **Disturbing The Peace – Penal Code § 415(1)-(3)**

- a. Exceptions or Factors For Consideration
  - i. Repeat offenses over the preceding 24 months involving substantially similar behavior to that charged
  - ii. No indicia of substance use disorder and/or mental illness

#### **Driving Without A Valid License – Vehicle Code § 12500(a)-(e)**

- a. Exceptions or Factors For Consideration
  - i. Repeat driving offenses over the preceding 24 months involving substantially similar behavior to that charged



**Driving On A Suspended License – Vehicle Code § 14601.1(a)**

- a. Exceptions or Factors For Consideration
  - i. Repeat driving offenses over the preceding 24 months involving substantially similar behavior to that charged

**Criminal Threats – Penal Code § 422**

- a. Exceptions or Factors For Consideration
  - i. Offense related to domestic violence or hate crime
  - ii. Repeat threat offenses over the preceding 24 months
  - iii. Documented history of threats towards victim
  - iv. Possession of a weapon capable of causing bodily injury or death during commission of offense
  - v. No indicia of substance use disorder and/or mental illness

**Drug & Paraphernalia Possession – Health & Safety Code §§ 11350, 11357, 11364, & 11377**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Minor in Possession of Alcohol – Business & Professions § 25662(a)**

- b. Exceptions or Factors For Consideration
  - i. None identified

**Drinking in Public – Los Angeles County Municipal Code §13.18.010**

- c. Exceptions or Factors For Consideration
  - i. None identified

**Under the Influence of Controlled Substance – Health & Safety Code § 11550**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Public Intoxication – Penal Code § 647(f)**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Loitering – Penal Code § 647(b),(c), (d), (e)**

- a. Exceptions or Factors For Consideration
  - i. Repeat offenses over the preceding 24 months involving substantially similar behavior to that charged

### **Loitering To Commit Prostitution – Penal Code § 653.22(a)(1)**

- a. Exceptions or Factors For Consideration
  - i. None identified

### **Resisting Arrest – Penal Code § 148(a)**

- a. Exceptions or Factors For Consideration
  - i. Repeat offenses over the preceding 24 months involving substantially similar behavior to that charged
  - ii. The actual use of physical force against a peace officer
  - iii. The charge is filed in connection with another offense not enumerated above

### **If the charge is not declined, follow these sequential steps until dismissal:**

- A. **Pre-Arrest Diversion via Administrative Hearing.** Upon compliance with condition(s) imposed in the administrative hearing, the charge shall be formally declined;
- B. **Post-Arrest, Pre-Plea Diversion.** Upon compliance with condition(s) imposed at arrest or pretrial, the charge shall be dismissed without the entry of a plea of nolo contendere or guilty;
- C. **Post-Arrest, Post-Plea Diversion.** Upon compliance with condition(s) imposed at pre-trial, the charge shall be dismissed following the withdrawal of a plea of nolo contendere or guilty.

The conditions of such diversion shall be the same as those statutorily required upon conviction, absent monetary fines and fees and status registration. In no circumstance may the offer of diversion be conditioned upon (1) waiver of a person's constitutional or statutory rights or (2) a temporal or procedural deadline other than commencement of trial.

## **II. DIVERSION POLICY DIRECTIVE**

The purpose of the Diversion Policy Directive is to utilize remediation to protect public safety, promote individual rehabilitation, and encourage prosecutorial discretion. For all misdemeanor offenses not listed below under the Declination Policy Directive, pre-plea diversion shall be presumptively granted. This diversion policy shall not apply to (1) offenses excluded under Penal Code § 1001.95 and (2) any driving under the influence offense.

The Diversion Policy Directive is also intended to complement statutory diversion schemes such as those codified under Penal Code §§ 1001.36, 1001.80, 1001.83, and 1001.95. The Deputy District Attorney shall utilize their discretion, in accordance with the spirit of this policy, when determining which diversionary scheme is best suited to serve the interests of justice.

The conditions of such diversion shall be the same as those statutorily required upon conviction, absent monetary fines and fees and status registration. In no circumstance may the offer of diversion be conditioned upon waiver of a person's constitutional or statutory right, except for a waiver of time under Penal Code § 1382. The duration of such diversion shall presumptively be 6 months, but in no circumstance shall it exceed 18 months. Upon compliance with the

condition(s) imposed, the charge(s) shall be dismissed without the entry of a plea of nolo contendere or guilty.

The presumption of pre-plea diversion may be rebutted upon reasoned consideration of the following factors:

- Convictions for offenses of equal or greater severity than that charged over the preceding 24 months;
- Documented history of threats or violence towards a victim;
- Clear evidence of an identifiable, continuing threat to another individual or other circumstance of similar gravity.

In such a situation, the Deputy District Attorney must consult with their supervisor, place their justification for seeking a deviation in writing, and record their supervisor's determination in the case file.

### **III. NON-DIVERSIONARY PLEA OFFERS**

If a misdemeanor case is not subject to declination or resolved via the Diversion Policy Directive, the deputy district attorney shall adhere to the following guidelines when making plea offers:

- No offer shall require that a defendant complete combined jail time and community labor as a term of a sentence;
- No offer shall require that a defendant complete in excess of 15 days of community labor as a term of a sentence;
- No offer shall require status registration for a defendant unless mandated by statute;
- Once conveyed to the defendant, no offer shall be increased in response to the defendant exercising their right to pursue a jury trial or pretrial motion.

In seeking a deviation from any of the aforementioned guidelines, the deputy district attorney must consult with their supervisor, place their justification for seeking a deviation in writing, and record their supervisor's determination in the case file.

### **IV. FINES AND FEES**

Fines and fees place burdens on individuals in the criminal system and their families and pose significant and sometimes insurmountable obstacles to reentry. Deputy district attorneys shall:

- Presume that an individual is indigent and unable to pay fines and fees under the following circumstances: the individual is represented by the Public Defender, the Alternate Public Defender, Bar Panel, or a free legal services organization, the defendant is receiving any type of means-tested government benefits, the defendant is experiencing homelessness or the defendant can make a showing of indigence by clear and convincing evidence;
- Actively support and in no case object to requests to waive fines and fees for indigent individuals;
- Refrain from arguing that a failure to pay a fine, fee, or court ordered program represents a violation of summary probation if the defendant is indigent as defined above, or that

summary probation should be extended based upon an alleged failure to pay, or that an individual should be incarcerated or suffer an additional sanction due to failure to pay.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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**FIRST AMENDMENT TO THE AGREEMENT FOR CITY PROSECUTOR SERVICES  
BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF HERMOSA BEACH**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CITY PROSECUTOR SERVICES BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF HERMOSA BEACH ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("RB") and the City of Hermosa Beach, a California general law city ("HB").

WHEREAS, on September 9, 2014, the parties entered into the Agreement for City Prosecutor Services whereby the Redondo Beach City Attorney is providing prosecution services to HB (the "Agreement"); and

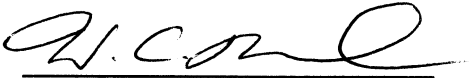
WHEREAS, the parties desire to amend the scope of services to include legal services for the handling of quality of life issues; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:


1. Scope of Services: The Scope of Services of the Agreement shall be amended to add the performance of quality of life legal services.
2. Compensation. The compensation shall be amended to add an hourly rate for quality of life legal services in the amount of \$175.00.
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 17<sup>th</sup> day of April, 2018.


CITY OF REDONDO BEACH

  
William C. Brand, Mayor


CITY OF HERMOSA BEACH

By:   
Name: John Jalili  
Title: Interim City Manager


ATTEST:

  
Eleanor Manzano, City Clerk  
City of Redondo Beach


ATTEST:

  
City Clerk  
City of Hermosa Beach

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney  
City of Redondo Beach

APPROVED AS TO FORM:

  
Michael Jenkins, City Attorney  
City of Hermosa Beach

## **AGREEMENT FOR CITY PROSECUTOR SERVICES**

This AGREEMENT FOR CITY PROSECUTOR SERVICES (“Agreement”) is made and entered into as of the 9<sup>th</sup> day of September , 2014, by and between the CITY OF HERMOSA BEACH, a California general law city (“Hermosa Beach”), and the CITY OF REDONDO BEACH, a chartered municipal corporation (“Redondo Beach”).

### **RECITALS**

A. Redondo Beach has a City Attorney who is authorized to prosecute on behalf of the People any and all criminal cases arising from State misdemeanors or city ordinances.

B. Hermosa Beach seeks to engage Redondo Beach City Attorney to serve as City Prosecutor (“Prosecutor”) of the City of Hermosa Beach.

C. Redondo Beach City Attorney and appointed Assistant City Attorneys and Deputy City Attorneys are fully qualified by virtue of their licensure to practice law in the State of California, their extensive experience as criminal prosecutors in the City Attorney’s Office and their familiarity with the City of Hermosa Beach to perform this service for City.

D. Hermosa Beach and Redondo Beach each seek to benefit both financially, by eliminating existing redundancies and providing greater efficiencies of scale, and from more efficient and effective prosecution as the cities deal with many of the same public safety issues.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. **Duties.** Hermosa Beach hereby agrees to contract with Redondo Beach to engage the Redondo Beach City Attorney to serve as City Prosecutor under the general direction of the City Manager and to perform the functions and duties set forth in the Scope of Services set forth in Exhibit A attached hereto and incorporated herein by

reference, and to perform such other legally permissible and proper duties and functions as the City Manager may from time to time assign. Redondo Beach City Attorney shall perform the services required under this Agreement during such hours as are required to confer with police officers and other City employees, attend meetings, prepare cases and make court appearances. Redondo Beach City Attorney may utilize his appointed Assistant City Attorneys and Deputy City Attorneys to perform the services hereunder.

**2. Term.**

A. The term of this Agreement shall commence October 1, 2014 and is terminable at any time, with or without cause, by Hermosa Beach on ninety (90) days written notice of termination. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate this Agreement.

B. Redondo Beach may terminate this Agreement at any time upon submitting ninety (90) days written notice of termination to Hermosa Beach.

**3. Compensation.** Hermosa Beach agrees to pay Redondo Beach for services rendered pursuant hereto a flat monthly fee of \$16,667.00 (Sixteen Thousand, Six Hundred and Sixty Seven dollars and no cents). Within (10) days after the first of each calendar month, Redondo Beach shall submit a statement in a form satisfactory to Hermosa Beach directed to the City Manager containing a breakdown of services performed during the preceding month, specifying the services performed by dates and number of hours, and itemizing reimbursable expenses related thereto. Compensation shall be subject to review and adjustment during the regular city budget processes each year.

**4. Benefits.** Redondo Beach hereby waives all benefits provided to Hermosa Beach employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. That notwithstanding, the Redondo Beach attorneys shall be entitled to observe all City holidays in the same manner as employees of Hermosa Beach, and shall be permitted to park their personal vehicles on a non-reserved basis in



the parking lot adjacent to City Hall.

5. **General Expenses.** Hermosa Beach recognizes that certain non-routine expenses of a non-personal and generally job affiliated nature may be incurred by Redondo Beach and hereby agrees to reimburse Redondo Beach said necessary and reasonable expenses as are submitted to and approved by the City Manager based upon expense receipts, statements, or personal affidavits, and audit thereof in like manner as other demands against Hermosa Beach.

6. **Method of Performing Services.** Hermosa Beach is interested only in the results achieved by Redondo Beach City Attorney namely that justice be diligently and ethically pursued. Redondo Beach City Attorney will determine the method, details and means of performing the services required by this Agreement, and will exercise his independent prosecutorial discretion without interference by Hermosa Beach.

7. **Service Related Injury Income Protection.** Hermosa Beach and Redondo Beach agree that the Redondo Beach City Attorney and appointed Assistant City Attorneys or Deputy City Attorneys are not employees of Hermosa Beach and are not covered by the Hermosa Beach worker's compensation insurance policy.

8. **Redondo Beach's Responsibility For Contributions, Payments or Withholding.** Redondo Beach shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. Redondo Beach shall indemnify and hold harmless Hermosa Beach, its officers, agents and employees from and against all taxes, penalties, assessments and interest asserted against Hermosa Beach by reason of nonpayment by Redondo Beach of legally due taxes.

9. **Relationship Between the Parties/ Insurance.** For purposes of coverage under any Memorandum of Coverage issued to the City of Hermosa Beach, Prosecutor shall be considered an "appointed official" of the City of Hermosa Beach,

when providing services to the City of Hermosa Beach within the course and scope of this contract.

Any claim or lawsuit brought against the City of Hermosa Beach and/or against Prosecutor resulting from or arising out of services provided by Prosecutor to the City of Hermosa Beach within the course and scope of this contract shall be the responsibility of the City of Hermosa Beach to defend and indemnify, and not the responsibility of the City of Redondo Beach.

To the extent any coverage is provided for such claim or lawsuit under any Memorandum of Coverage issued to both the City of Hermosa Beach and the City of Redondo Beach, then the coverage shall be provided to the Prosecutor and to the City of Hermosa Beach under the Memorandum of Coverage as issued to the City of Hermosa Beach.

If a claim or lawsuit is brought against the City of Redondo Beach resulting from or arising out of services provided by Prosecutor to the City of Hermosa Beach within the course and scope of this contract, and if and to the extent that claim or lawsuit is not covered under a Memorandum of Coverage issued to the City of Redondo Beach, then the City of Hermosa Beach shall defend, indemnify and hold harmless the City of Redondo Beach against such claim or lawsuit.

If a claim or lawsuit is brought against the City of Redondo Beach resulting from or arising out of services provided by Prosecutor to the City of Hermosa Beach within the course and scope of this contract, and if that claim or lawsuit is covered under a Memorandum of Coverage issued to the City of Redondo Beach, then the City of Hermosa Beach shall be responsible for any Retained Limit of the City of Redondo Beach under such Memorandum of Coverage.

**10. Liability.** Hermosa Beach agrees to indemnify, hold harmless and defend at its expense Redondo Beach from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which Redondo Beach may be subject to arising out of, or resulting from, the performance of this contract and Redondo Beach's duties hereunder as City Prosecutor. Notwithstanding the foregoing, Hermosa Beach's obligation under this Section 11 shall not apply to any punitive or exemplary damages

which may be awarded by a court against Redondo Beach; nor shall this paragraph apply to liability incurred by Redondo Beach for actions outside the scope of services or which result from wrongful or malicious conduct or gross negligence, or through the use of any personal vehicle, all as to which Redondo Beach shall indemnify and hold Hermosa Beach, its officers, agents and employees harmless.

11. **Conflict of Interest.** Redondo Beach affirms and warrants that it has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Redondo Beach shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

12. **Entire Agreement.** This Agreement supersedes any and all other agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein. No modifications to this Agreement shall be effective unless reduced to writing and signed by both parties.

13. **General Provisions.**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be effective as of October 1, 2014.
- C. If any provisions or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable the remainder of this agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. Hermosa Beach is entering into this Agreement by virtue of the professional reputation, experience and competence of Redondo Beach. Hence, the obligations of Redondo Beach under this Agreement shall not be signed or subcontracted, nor shall the rights be delegated without prior written approval of the City Manager.
- E. Redondo Beach shall comply with and adhere to all City policies, rules

and regulations including but not limited to its policies regarding non-discrimination and sexual harassment.

F. Notice shall be deemed to have been given as of the date of personal service, or as the date of deposit of the same in the custody of the United States Postal Service addressed as follows:

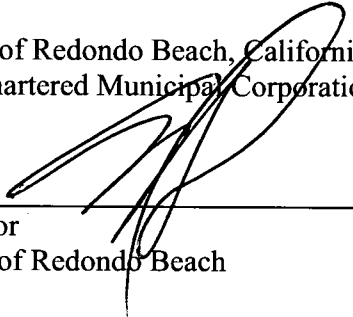
CITY: City Manager  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, California 90254

PROSECUTOR: City of Redondo Beach  
City Attorney's Office-City Prosecutor Division  
415 Diamond Street  
Redondo Beach, California 90277

Executed as of the day and year first above-written.

IN WITNESS WHEREOF, these parties have executed and entered into this Agreement as of the date first written above.

City of Redondo Beach, California  
A Chartered Municipal Corporation

  
\_\_\_\_\_  
Mayor  
City of Redondo Beach

City of Hermosa Beach, California  
A Municipal Corporation


  
\_\_\_\_\_  
City Manager

9/30/14  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
City Hermosa Beach City Clerk


ATTEST:

  
\_\_\_\_\_  
City of Redondo Beach City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City of Hermosa Beach City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City of Redondo Beach City Attorney

## **EXHIBIT A**

### **Scope of Services:**

The Scope of Services shall consist of prosecution of violations of the Hermosa Beach Municipal Code (excluding violations of the Zoning Ordinance and the Building Code) and misdemeanor and infraction violations of the California Penal Code, including but not limited to the following tasks:

- Meeting with the various departments and staff entrusted with the enforcement of the various legal codes concerning violations, enforcement, and prosecution during regular office hours each week;
- Review all of misdemeanor, infraction, and municipal code violations;
- Filing and/or coordination filing of all criminal complaints (Infraction and Misdemeanor);
- Complete all legal procedures for prosecution through the municipal court system making all court appearances in connection with prosecutions including arraignment, pretrial appearances, motions, and trials (jury and court);
- Representing the City in traffic court as required;
- Filing answers and assisting the departments with Pitchess and discovery motions, making court appearances and attending in camera hearings as needed;
- Assisting with legal filings for asset forfeitures in connection with illegal narcotics activity;
- Preparing necessary documents to include motions and orders in conjunction with evidence and seized property releases and destruction, making court appearances as necessary;
- Developing and presenting in-service training programs and legal updates to personnel involved in the enforcement of the various codes and laws as needed;
- Providing legal support and advice on sensitive investigations;
- Developing and maintaining programs and procedures to effectively track prosecutions and report statistical data on case loads and case dispositions on a monthly basis to the Police Chief;
- Being available on an on call basis to respond to crime scene locations and to assist the departments in the preparation and attainment of search warrants, arrest warrants, bail deviations and other legal matters as needed.
- Closely supervise all volunteer lawyers to whom tasks under this Agreement are assigned, to assure that they are performed with the degree of care and professional skill expected of Prosecutor in the performance of the duties hereunder.

# South Bay Cities Council of Governments

## **DRAFT CALL FOR PROJECTS FOR LOS ANGELES COUNTY HOMELESS INITIATIVE**

### **Background and Overview:**

LA County makes an annual investment of Measure H Strategy E7 funding (\$500,000) to the COGs for Regional Homelessness Coordination. Additionally, LA County invested \$9 million through the 2018 Cities' Homelessness Plan Implementation Grant program and \$6 million through the 2020 COG Innovation Fund program. Building on the success of these programs, the CEO-HI is recommending that a new allocation of \$15 million in Measure H Strategy E7 funds be allocated to the COGs to facilitate a regional approach in preventing and combatting homelessness in Los Angeles County. The term of the new funding will be for 18-months: January 2022 through June 2023. It is anticipated that the LA County Board of Supervisors will approve the recommendation at the July 13, 2021 meeting.

This memo outlines the Measure H Funding Priorities, Funding Framework, Draft Timeline.

The funds allocated to the COGs are specifically to support the two Priority Areas set forth in the September 2018 Cities Homelessness Implementation Plan RFP:

- Priority Area 1 focusing on increasing the supply of permanent and interim housing for people experiencing homelessness, and
- Priority Area 2 focusing on enhancing LA County service systems for those experiencing and/or at-risk of homelessness.

### **Eligible Funding Activities**

The activities listed below may be funded through the Cities' and COGs Homelessness Funding grant. Funding must not duplicate or supplant programs that are already funded by LAHSA or other entities. Cities' and COGs' Homelessness Funding must concretely expand or enhance homeless services in LA County.

#### ***Priority Area 1:***

- Complete housing element updates, including achieving compliance with SB 2 (Cedillo) 2007.
- Support the implementation of housing elements that result in affordable housing for people experiencing homelessness or at risk of becoming homeless (For example: rezoning program, CEQA analysis, community engagement, etc).
- Develop and implement land acquisition strategies that will result in an increase of interim housing (IH) and permanent housing (PH) for people experiencing homelessness or at risk of becoming homeless.

- Conduct feasibility and environment studies for the creation of new IH and PH to meet the demand for homeless housing.
- Develop and implement housing and land use ordinances that increase affordable housing for people experiencing homelessness or at risk of becoming homeless; including, but not limited to, Interim and Supportive Housing Ordinance, Accessory Dwelling Unit Ordinance, Reasonable Accommodations Ordinance, Inclusionary Zoning Ordinance, etc.
- Support efforts to build and/or construct new IH/PH.
- Support efforts to acquire building to be used for IH/PH, including motel/hotel conversion projects (consultant fees, due diligence costs, etc).
- Establish, design, and invest in a housing trust fund to create new housing resources.
- Landlord outreach and incentive programs that result in increased housing capacity for people experiencing homelessness (new PH units).
- Provide rental subsidies for people experiencing homelessness, for PH that was acquired as a result of 2018 Cities' Homelessness Plan Implementation Grants or the 2020 COGs' Innovation Funding (for example, rapid re-housing, shallow subsidies, etc.).
- Operations and supportive services funding for newly established IH/PH beds (for example, space, furniture, case management, etc.).
- Establish safe parking programs.

***Priority Area 2:***

- Development of city homelessness plans for those cities that have not previously submitted plan to the CEO-HI.
- Pilot programs to test innovative, scalable solutions to prevent and combat homelessness.
- Prevention assistance to prevent residents from entering homelessness. Activities may include rental assistance, flexible funds, utility assistance, and providing problem-solving resources.
- Workforce development and training programs for individuals at risk or currently experiencing homelessness. May include collaborations with social enterprises, recruitment of employers, subsidized employment training, etc.
- Increased city-service provider coordination to build regional capacity and leverage County resources (for example, regional liaisons and/or regional coordinators).

**Ineligible Funding Activities**

Measure H funding may not be used for City services such as sanitation, public safety, and/or encampment clean-ups.

Measure H funding cannot be used to duplicate or supplant existing funding/programs.



## **Funding Framework**

- Funding allocations for each COG shall be proportionate to the total 2020 Greater Los Angeles Point-In-Time Homeless Count of all cities within each respective COG, excluding the City of Los Angeles.
- Each COG, in coordination with its member cities, shall design and implement its own process to determine how to utilize the funding, provided that the funding will only be used for activities in Priority Area 1 and Priority Area 2.
- COGs must engage all their member cities, including the provision of technical assistance where necessary, so that all cities are well positioned to apply for available funding that also maximizes cities' resources.
- Each COG will have the flexibility to determine how the funding will be distributed within the Priority Areas and/or if any of the funding will be administered directly by the COG for regional programs that meet the Priority Area goals.
- The SBCCOG is expected to receive a funding allocation of **\$1,905,000**. This allocation is based on the percentage from the 2020 Homeless Count (12.7%).

### **This is one-time funding.**

Applicants may submit more than one project for consideration.

## **Proposed Draft Timeline**

6/14/21	Steering Committee - introduce DRAFT call for projects
6/16/21	City Managers meeting – DRAFT call for projects
6/17/21	Release DRAFT call for projects to city contacts
7/13/21	Board of Supervisors meeting to approve CEO-HI recommendation
7/7/21	Call for projects officially issued at Homeless Services Task Force meeting
8/10/21	Applications due
8/11-8/25/21	Evaluation and selection process
9/1/21	Recommendations of projects presented at Homeless Services Task Force meeting
9/13/21	Recommendations of projects presented to SBCCOG Steering Committee for approval
9/13/21	Notification of results
9/20/21	Draft Statement of Work due to CEO-HI
10/29/21	Finalized Statement of Work due to CEO-HI
12/17/21	Contracts executed
1/1/22	Projects begin

Application(s) must be submitted NO LATER THAN August 10, 2021 via email to [jacki@southbaycities.org](mailto:jacki@southbaycities.org) and [grace@southbaycities.org](mailto:grace@southbaycities.org).

Please email Grace with any questions.

To include in the application:

PROJECT TITLE:

\_\_\_ PRIORITY AREA 1

\_\_\_ PRIORITY AREA 2

PROJECT BACKGROUND:

Goal of project

Plans to sustain project

Measurements of success

PROJECTED BUDGET WITH JUSTIFICATION:

SCOPE OF PROJECT: