



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, April 7, 2021
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

AUTHORIZED THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF INSURANCE FOR AUTOMOBILE INSURANCE FRAUD, HIGH IMPACT INSURANCE FRAUD, ORGANIZED AUTOMOBILE FRAUD ACTIVITY INTERDICTION "URBAN GRANT", WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS AND APPROVE THE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2020-21

Speaker(s): Steven Frankland and Michael Yglecias (District Attorney)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

AUTHORIZE THE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH MEASURES FOR JUSTICE WITH RESPECT TO EVALUATING LOCAL JUSTICE AND PUBLIC SAFETY OUTCOMES RELATED TO THE RELEASE OF JAIL INMATES DURING THE COVID-19 PANDEMIC

Speaker(s): William Stone (Public Defender)

B. Board Briefing:

PUBLIC SAFETY CLUSTER BUDGET BRIEFING

Speaker(s): Rene Phillip and staff (CEO)

5. PUBLIC COMMENTS

Wednesday, April 7, 2021

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

United States of America v. County of Los Angeles, et al.
USDC Case No. 2:15-CV-05903-DDP-JEM

Department: Sheriff's

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Letter:

ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2020 HOMELAND SECURITY GRANT PROGRAM

Speaker(s): Sandra Lucio and Elida Rodriguez (Sheriff)

B. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND AGREEMENT NUMBER 77675 WITH NICE SYSTEMS, INC. FOR CONTINUED DIGITAL VOICE LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES

Speaker(s): David Sum and Angelo Faiella (Sheriff)

C. Board Letter:

PRISONER TRANSPORTATION AND RELEASE SERVICES AGREEMENT BETWEEN CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES

Speaker(s): Bryan C. Aguilera and Ruben E. Macias (Sheriff)

D. Board Briefing:

OFFICE OF DIVERSION AND RE-ENTRY (ODR) MONTHLY BRIEFING

Speaker(s): Peter Espinoza (ODR)

E. Board Briefing:

BODY WORN CAMERA IMPLEMENTATION STATUS BRIEFING

Speaker(s): Geoffrey Chadwick (Sheriff), Max Huntsman (OIG), TBD (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



RICARDO D. GARCÍA
Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR
LOS ANGELES, CA 90012
(213) 974-2801/Fax (213) 625-5031
<http://pubdef.lacounty.gov>



Justine M. Esack
Chief Deputy

William Stone
Chief of Staff

April 20, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL
MEMORANDUM OF UNDERSTANDING WITH MEASURES FOR JUSTICE
WITH RESPECT TO EVALUATING LOCAL JUSTICE AND PUBLIC SAFETY OUTCOMES
RELATED TO THE RELEASE OF JAIL INMATES DURING THE COVID-19 PANDEMIC
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

This is to request that your Board authorize the Los Angeles County Public Defender (Public Defender) to enter a three-year, non-financial Memorandum of Understanding (MOU) with Measures for Justice (MFJ) for the purpose of evaluating local justice and public safety outcomes related to the release of jail inmates during the COVID-19 pandemic.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Public Defender, or his designee, to execute a non-financial MOU with MFJ, in substantially the same form and approved as to form by County Counsel, to provide data related to the release of inmates during the COVID-19 pandemic.
2. Delegate authority to the Public Defender, or his designee, with County Counsel approval, to execute amendments and supplements that are associated with the administration and management of the MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this collaboration is to evaluate how thousands of Public Defender clients have been affected by an unexpected release from custody as a result of the COVID-19 pandemic.

The COVID-19 pandemic has had a profound impact on the criminal justice system, including the correctional custody system, which public health reports have identified as institutions at high-risk of COVID-19 infection spread. According to a report published by Stanford University in April 2020, Cook County Jail in Illinois had one of the largest known outbreaks in the country, and the infection rate at Rikers Island was nearly five times that of New York City. Across Texas, 70% of inmates and staff who were tested in April were positive for COVID-19. To reduce the risk of transmission, public safety agencies across the country began coordinating the release of individuals from correctional facilities. Accordingly, in Los Angeles County, home to the largest county-level criminal justice system in the country, more than 5,000 individuals have been released from custody since the beginning of the pandemic via coordination between the Public Defender, Alternate Public Defender, District Attorney, Sheriff, and other stakeholders.

In addition, following the California Judicial Council's, April 6, 2020, \$0 bail emergency rule for all misdemeanor and lower level felony charges, hundreds of thousands of individuals who would likely have been detained under the standard bail schedule, are now being released on their own recognizance (OR) and spending no time in custody at all.

As the pandemic forces policy makers and practitioners to reconceptualize public safety as part of the larger public health framework, the release and non-detention of thousands of system-involved individuals has created an unprecedented natural "experiment." Specifically, this is an opportunity to test and measure a less carceral, less punitive approach to justice that public defenders and the larger criminal and juvenile justice reform community, have long championed. This will require an assessment of the effects of de-carceration and pretrial release on some of the key assumptions that underpin much policy and practice in the criminal legal system. These assumptions include the assertions that bail is necessary to ensure court appearances, that pretrial detention protects public safety, and that post-conviction incarceration is an effective response to crime. Moreover, the current crisis offers a unique opportunity to address an array of other critical issues related to the operations of the criminal legal system and the youth justice system, to include the effect of detention on case outcomes and the efficient allocation of public resources.

MFJ is a nonpartisan organization whose mission is to make available accurate criminal justice data for the purpose of initiating reform. MFJ has already published preliminary results on mass incarceration and COVID-19 cases in Milwaukee, Wisconsin, and has expertise working with public agencies such as Public Defender and District Attorney Offices, Superior Court of California, and State Attorney, to collect and analyze criminal justice-related data. Due to their expansive experience and ability to immediately begin collecting and analyzing data during this unprecedented and fast-evolving time, the Public Defender identified MFJ as the entity who can best assist the County of Los Angeles in measuring the effects of detention and decisions to release from detention.

The MOU includes provisions for confidentiality to ensure that all records and information relating to the project remain confidential under all applicable laws and directives.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy 1.3 to Reform Service Delivery Within Our Justice System by Provide rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this non-financial MOU shall be effective upon Board approval for a three-year term with the option to execute amendments and supplements that are associated with the administration and management of the MOU, as needed.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable Public Defender to partner with MFJ to evaluate how thousands of Public Defender clients have been affected by an unexpected release from custody as a result of the COVID-19 pandemic.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA
Public Defender

RDG:jme:ws:jt:mpm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel



Memorandum of Understanding
between the
Los Angeles County Public Defender
and
Measures For Justice
for the
COVID-19 Bail Related Data Project

I. PURPOSE.....	2
II. TERM OF MOU.....	3
III. BACKGROUND	3
IV. PUBLIC DEFENDER RESPONSIBILITIES	4
V. MFJ RESPONSIBILITIES AND SCOPE OF WORK/TIMELINE	5
VI. CONFIDENTIALITY.....	10
VII. PUBLICITY.....	10
VIII. FURTHER TERMS AND CONDITIONS.....	11
A. INDEPENDENT CONTRACTOR STATUS	11
B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....	11
C. INDEMNIFICATION	11
D. NOTICES.....	12
E. TERMINATION.....	12
F. GENERAL INSURANCE REQUIREMENTS.....	12
G. AUTHORIZATION WARRANTY	13
H. AMENDMENTS	13
I. CONFIDENTIALITY	Error! Bookmark not defined.
J. BUDGET REDUCTIONS.....	13
K. COMPLIANCE WITH APPLICABLE LAW	13
L. COUNTY’S QUALITY ASSURANCE PLAN	14
M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	14
N. TERMINATION FOR IMPROPER CONSIDERATION	14
O. VALIDITY	15
P. WAIVER.....	15
Q. GOVERNING LAW.....	15
R. ENTIRE AGREEMENT	15

Memorandum of Understanding
between the
Los Angeles County Public Defender
and
Measures For Justice
for the
COVID-19 Bail Related Data Project

This Memorandum of Understanding (MOU) is entered into by and between the Los Angeles County Public Defender (“Public Defender” or “County”) and Measures For Justice (“MFJ” and/or “Contractor”), collectively referred to herein as "Parties" and each a “Party”.

WHEREAS, Public Defender is a Los Angeles County public agency representing indigent clients accused of public criminal offenses, and

WHEREAS, MFJ is a nonpartisan organization with a mission to make available accurate criminal justice data for the purpose of initiating reform, and

WHEREAS, the Public Defender and MFJ have mutually agreed that it is in the best interest of the County to evaluate the effects of the unexpected release of thousands of individuals from custody, as a result of circumstances due to the Covid-19 pandemic.

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

I. PURPOSE

This Memorandum of Understanding (MOU) defines the framework for collaboration between the Public Defender and MFJ. The purpose of this collaboration is to evaluate how the unexpected release of thousands of individuals from custody as a result of the Covid-19 pandemic has affected the outcomes described below.

II. TERM OF MOU

The term of this MOU shall be January 1, 2021 through December 31, 2023, commencing upon full execution by the Public Defender and MFJ, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

To the extent that MFJ may have begun performance of the services before the date of execution at the County's request and due to immediate needs, the County hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

III. BACKGROUND

It has become clear that COVID-19 will critically alter the criminal justice system and process for years to come. Because COVID-19 transmits easily in crowded correctional facilities, county level criminal justice agencies across the country are coordinating the release of individuals in correctional custody in both pretrial and post-conviction status. In Los Angeles County — home to the largest county-level criminal justice system in the country — more than 5,000 individuals have been released from custody under an agreement reached between the District Attorney's Office, the Sheriff's Department, the Public Defender's Office, and the Alternative Public Defender's Office. Moreover, following the California Judicial Council's April 6, 2020 \$0 bail emergency rule for all misdemeanor and lower level felony charges, hundreds or thousands of individuals who would likely have been detained under the standard bail schedule, are now being released on their own recognizance (OR) and spending no time in custody at all.

As the pandemic forces policy makers and practitioners to reconceptualize public safety as part of the larger public health framework, the release and non-detention of thousands of system-involved individuals has created an unprecedented natural "experiment" that will allow us to test and measure the less carceral, less punitive approach to justice that public defenders and the larger criminal and juvenile justice reform community have long championed.

Moving forward, the question to be answered is how did the "experiment" pan out?

In particular, this will require assessing the effects of de-carceration and pretrial release on some of the key assumptions that underpin much policy and practice in the criminal legal system. These assumptions include the assertions that bail is necessary to ensure court appearances, that pretrial detention protects public safety,

and that post-conviction incarceration is an effective response to crime. Moreover, the current crisis offers a unique opportunity to address an array of other critical issues related to the operations of the criminal legal system and the youth justice system, to include the effect of detention on case outcomes and the efficient allocation of public resources.

IV. PUBLIC DEFENDER RESPONSIBILITIES

1. During the initial phase of work, the Public Defender Information Technology (IT) staff will work with MFJ to review available data and determine the data extractions required to conduct various project analyses, to be determined by the Parties. As a first step, the Public Defender IT staff will work with MFJ to create a comprehensive list of clients affected by the \$0 bail policy and other COVID-related efforts to reduce the jail population. Having established this initial set of clients for the study population, the Public Defender IT staff will work with MFJ to develop a subsequent set of queries that will allow MFJ to:
 - a) Develop comparison groups;
 - b) Measure short-term outcomes related to appearance in court;
 - c) Measure the effect of pretrial detention on clients' case outcomes and sentences; and
 - d) Develop longer term outcomes related to new arrests, filings, or convictions.
2. The Public Defender will be responsible for providing all data extractions, and will also assist MFJ in collecting data from any other required data sources.
3. The Public Defender acknowledges that this may be an ongoing process, with different data extractions required at different points in time across the project. The Public Defender will make available IT staff and program staff to meet with MFJ staff to assist in interpreting and defining data elements.
4. A representative from the Public Defender will meet with the MFJ project leads on a monthly basis to discuss project progress and troubleshoot problems or challenges.
5. The Public Defender will review all MFJ draft deliverables within two (2) weeks of receipt and will provide written feedback prior to finalization.

V. MFJ RESPONSIBILITIES AND SCOPE OF WORK/TIMELINE

Phase I: Data Collection and Assessment (Months 1-6)

1. The following timeline assumes that MFJ will have received an initial dataset of all clients included in the analysis. At the outset, data will need to include client names, case numbers, and other identifiable information to appropriately track client appearances, outcomes, and long-term experiences. It will require both defendant and case information in order to create appropriate comparison groups, such as defendant age (or date of birth), gender, race/ethnicity, indigency, address/zip code, prior arrests or convictions, and current charges. In discussion with Public Defender staff, MFJ will determine the other data elements necessary, including the appropriate data to evaluate outcomes in Phase II, such as court hearing dates and appearances, final case disposition and sentencing, and future data collection on client contact with the system.

Phase I Deliverables

2. Month 5. Data quality assessment: MFJ will assess data received from the Public Defender and provide a brief written summary of data quality and availability that will inform project analyses. This assessment may also support the Public Defender's own data collection efforts by providing an external assessment of data usability for research efforts.
3. Month 6. Final research and evaluation plan: MFJ will develop a final evaluation plan that details the final methodological approaches to be used, given available data.

Phase II: Measuring the Effect of Detention and Release Decisions

4. The second phase of the project will comprise the core of the project and will seek to answer three key questions related to bail and pretrial detention. Most of these analyses will focus on Public Defender clients released from custody between March and June of 2020. If the data is allowed, individuals released from custody who are represented by conflict or private counsel will also be accounted for in the analyses. Below, we discuss each in greater detail.

Phase II.A.: Court Appearances

5. The first phase of research will focus on measuring the effect of bail on clients' appearance in courts. To the extent possible given available data, MFJ will create two study samples, in accordance to the terms herein, composed of:
 - a) Individuals released without bail due to the temporary \$0 policy; and
 - b) Individuals released on bail under usual circumstances during a prior point in time.
6. Using these two groups, MFJ will use propensity score matching (PSM) to match clients with similar demographic, geographic, and case characteristics in order to isolate the effect of cash bail on appearance rates. In addition, by measuring the relationship between variables such as offense type, geography, etc. on appearance rate, MFJ can seek to understand those factors that facilitate or inhibit clients' ability to successfully appear in court.
7. MFJ will supplement these analyses with qualitative data drawn from interviews with clients and attorneys geared toward understanding their experience with the factors that facilitate or inhibit court appearance. These interviews will seek to identify the mechanisms that explain patterns that emerge in the quantitative analyses; for example, if clients from certain geographic regions of the County are less likely to miss court appearance than others, interviews will seek to understand whether there are geographic specific factors related to transportation, courthouse processes, etc. that may explain these differences.
8. When MFJ concludes each analysis, MFJ will provide the Public Defender with a brief memo describing research findings. If quantitative analyses yield significant results, and/or quantitative findings are valuable for policy change, MFJ will work with the Public Defender to further disseminate the findings.

Phase II.A. Deliverables

9. Month 8. Overview of Initial Patterns: Following MFJ's initial cleaning and coding of the data, MFJ will prepare a summary of initial findings documenting key patterns regarding court appearances. This summary will focus on individuals released under the \$0 Bail policy and will include overall appearance rates as well as breakdowns by defendant and case characteristics.

10. Month 10. Comparative Analysis: For this analysis, MFJ will compare individuals released under the \$0 bail policy to similarly situated clients released following payment of bond and/or via other non-ROR pretrial release mechanisms (i.e., electronic monitoring). This quasi-experimental analysis is intended to allow MFJ to focus on the specific effects of \$0 bail/ROR on court appearances, as well as to identify those factors that increase successful appearance rates for \$0 bail and other clients.
11. Month 14. Qualitative Analysis: MFJ will provide a brief summary of qualitative findings, underscoring clients' perspectives on the processes that facilitate or inhibit their successful attendance at court hearings. This memo will be geared toward identifying particular policies or practices the Public Defender may be able to use to reduce failures to appear and support client success.

Phase II.B.: Case Outcomes

12. This analysis, which will focus only on clients who were pretrial at the time of release from custody, will seek to measure the effect of pretrial detention on case outcomes, such as convictions and sentences. To date, the research that has been done on pretrial detention has consistently found that individuals who are detained pending adjudication are more likely to be convicted and, if convicted, receive more punitive sentences than similarly situated individuals who are released. Given the consistency of these findings, there is no reason to believe that outcomes in LA County will be any different; nonetheless, it is important to fully assess and document the effect of detention on client outcomes in order to grapple with the policy and economic implications of the County's approach to bail and pretrial justice. Similar to the analysis in Phase II.A. above, MFJ will use a PSM approach that is intended to allow MFJ to isolate the effect of pretrial detention on case outcomes by comparing the outcomes of individuals who have comparable geographic, demographic, and case characteristics, and are distinguished primarily by whether they were held in custody or released via \$0 bail pending the conclusion of their cases. As the data allow, MFJ will also distinguish between Public Defender clients released by stipulated release and by \$0 bail, to account where possible for the conditions of release and offenses differ.

Phase II.B. Deliverables

13. Month 16. Overview of Initial Patterns: Following MFJ's initial cleaning and coding of the data, MFJ will prepare a summary of initial findings documenting

key patterns regarding case outcomes. This summary will focus on individuals released under the \$0 Bail policy, and will include overall rates of convictions, acquittals, and dismissals, as well as sentencing patterns among convicted clients, broken down by defendant and case characteristics.

14. Month 18. Comparative Analysis: For this analysis, MFJ will compare individuals released under the \$0 bail policy to similarly situated clients pending their case conclusion. This quasi-experimental analysis will allow MFJ to focus on the specific effects of pretrial detention or release on case outcomes.

Phase II.C.: New Charges or Convictions

15. The final analysis for this project will assess the relationship between pretrial OR release, bail, and clients' subsequent contact with the criminal legal system. Toward this end, MFJ proposes two distinct but interrelated analyses: first, using a quasi-experimental approach comparable to that in the prior research phases, MFJ will compare the likelihood of additional justice system contact--as measured by new criminal charges and new criminal convictions--among clients released due to COVID-specific release policies to those released under normal circumstances during the prior year. For pre-trial clients, MFJ will compare individuals released due to the \$0 bail rule to those individuals released after paying bail or other release circumstances; for post-conviction clients, like AB 109 individuals serving local sentences, will be compared to similar individuals released at their court established release date during the prior year. Both of these analyses will provide critical information to assess whether and to what extent reduced detention and incarceration actually correspond with increased crime.
16. In addition, as a secondary analysis, MFJ, will use regression models to identify those factors most strongly associated with new criminal justice system contact, thus providing the Public Defender and its partners with a more in depth understanding of the factors that facilitate client success.
17. As in Phase II.A., MFJ will, as appropriate, supplement these analyses with qualitative data drawn from interviews with clients and attorneys geared toward understanding of the factors that facilitate or inhibit client success.

Phase II.C. Deliverables

18. Month 20. Overview of Initial Patterns: Following MFJ's initial cleaning and coding of the data, MFJ will prepare a summary of initial findings documenting

key patterns regarding new contact with the criminal justice system, as measured by new charges and new criminal convictions. This summary will include individuals released under the \$0 Bail policy as well as those released early from serving local sentences. The memo will include overall rates of new filings and convictions, as well as breakdowns by defendant and case characteristics.

19. Month 22. Comparative Analysis: For this analysis, MFJ will compare individuals released under the \$0 bail policy to similarly situated clients released following payment of bond and/or via other non-ROR pretrial release mechanisms (i.e., electronic monitoring) and sentenced individuals released due to COVID-19 early sentence terminations to similarly situated clients released at their original release dates. These quasi-experimental analyses will allow MFJ to specifically test the idea that pretrial detention and incarceration are necessary to ensure public safety by measuring whether those individuals who are released engaged in activity that undermined public safety.
20. Month 24. Qualitative Analysis: MFJ will provide a brief summary of qualitative findings, underscoring clients' perspectives on the processes that facilitate or inhibit their successful attendance at court hearings. This memo will be geared toward identifying particular policies or practices the Public Defender may be able to use to reduce failures to appear and support client success.

Phase III: Final Report

21. Following the completion of the final analysis, MFJ will prepare a full report for the Public Defender's internal use. This will include all research questions, methods, and results.
22. MFJ will work with the Public Defender to disseminate findings as appropriate. All materials for public dissemination and/or publication will: (i) be tailored to appropriate audiences, with easy-to-understand graphics for lay audiences; (ii) contain more thorough methodological discussions for research audiences; and (iii) will be designed in collaboration with the Public Defender.

Phase III Deliverables

23. Month 30. Final Report and Presentation

VI. CONFIDENTIALITY

Public Defender and MFJ shall maintain the confidentiality of all records and information relating to the COVID-19 Bail Related Data Project under this MOU, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Penal Code provisions, as well as all other applicable, Federal, State and County laws, ordinances, regulations, and directives relating to confidentiality. All managers, supervisors, employees, consultants, and contractor providers providing services to the Public Defender and MFJ, hereunder, shall adhere to the confidentiality provision of this MOU.

Releases to the press, public announcements, and communications with other agencies or the media may not contain identifying information of Public Defender clients without the consent of those clients.

VII. OWNERSHIP

Each Party shall remain the sole and exclusive owner of its Background IP (as defined below) and no other Party shall have or acquire any rights to another party's Background IP.

Each Party shall grant to the other Party a perpetual, irrevocable, sublicensable, non-exclusive, royalty-free, worldwide license during the term of this MOU under its own Background IP solely for purposes necessary to perform its obligations under this MOU. All work product and deliverables (including any final or interim report) developed or created by MFJ under this MOU shall be shared and owned by the Parties.

“Background IP” means all IP owned, acquired or developed by a Party (i) as of the effective date of this MOU [or] (ii) following the effective date of the MOU and otherwise falling outside the scope of this MOU.

VIII. PUBLICITY

MFJ and the Public Defender shall collaborate on a series of jointly produced press releases and other communication statements to document and promote the Project's progress. Any such press releases, communication statements and other uses of each Party's names and marks shall be subject to both Party's review and approval prior to any use.

Releases to the press, public announcements, and communications with other agencies or the media may not contain identifying information for Public Defender clients without the consent of those clients.

IX. FURTHER TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR STATUS

This MOU is between the Public Defender and MFJ 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 MFJ. The employees and agents of one Party shall not be construed to be employees and agents of the other Party.

B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

C. INDEMNIFICATION

MFJ shall indemnify, defend and hold harmless County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MFJ, its trustees, officers, agents or employees.

County shall indemnify, defend and hold harmless MFJ, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents or employees.

D. NOTICES

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

Los Angeles County Public Defender

Ramon Quintana, Division Chief

210 West Temple St. 19th Floor

Los Angeles, CA 90012

PHONE: 213-974-2904

RQuintana@pubdef.lacounty.gov

Measures For Justice

Samantha J. Silver

Chief of Strategy & Operations

421 University Ave.

Rochester, NY 14607

silver@measuresforjustice.org

E. TERMINATION

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

F. GENERAL INSURANCE REQUIREMENTS

MFJ 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 two million dollars (\$2,000,000.00), combined single limit, per occurrence.

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

G. AUTHORIZATION WARRANTY

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

H. AMENDMENTS

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this MOU, an amendment to the MOU shall be prepared and executed by the Parties and approved as to form by counsel for both Parties.

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

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

I. BUDGET REDUCTIONS

In the event of budget shortfalls and reductions outside of the control of Public Defender, the Public Defender shall have the right to renegotiate the terms, conditions and fees during the period of the Agreement, with the approval and consent of MFJ. In the event of such shortfalls or reductions, the Parties agree to discuss and adjust the scope of the services and project hereunder accordingly.

J. COMPLIANCE WITH APPLICABLE LAW

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

K. COUNTY'S QUALITY ASSURANCE PLAN

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

L. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

MFJ 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.

M. TERMINATION FOR IMPROPER CONSIDERATION

1. The Public Defender may, by written notice to MFJ, immediately terminate the right of MFJ to proceed under this Contract if it is found that consideration, in any form, was offered or given by MFJ, 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 MFJ's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against MFJ as it could pursue in the event of default by MFJ.

2. MFJ 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.

N. VALIDITY

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

O. WAIVER

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

P. GOVERNING LAW

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

Q. ENTIRE AGREEMENT

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

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

COUNTY OF LOS ANGELES

MEASURES FOR JUSTICE

By: _____
JUSTINE ESACK
Chief Deputy, Public Defender

By: _____
AMY BACH
Chief Executive Officer

APPROVED AS TO FORM:
RODRIGO CASTRO-SILVA
Acting County Counsel

By: _____
JONATHAN C. MCCAVERTY
Deputy County Counsel

Date



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

April 20, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM
THE STATE OF CALIFORNIA, DEPARTMENT OF INSURANCE (CDI) FOR
AUTOMOBILE INSURANCE FRAUD (AIF), HIGH IMPACT INSURANCE FRAUD
(HIIF), ORGANIZED AUTOMOBILE FRAUD ACTIVITY INTERDICTION “URBAN
GRANT”, WORKERS’ COMPENSATION INSURANCE FRAUD (WCIF),
DISABILITY AND HEALTHCARE INSURANCE FRAUD (DHIF) PROGRAMS
AND APPROVE THE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR
2020-21
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

The State of California, Department of Insurance (CDI) has awarded the District Attorney’s Office (DA) \$3,952,187 for the Automobile Insurance Fraud (AIF), \$137,529 for the High Impact Insurance Fraud (HIIF), \$2,041,231 for the Organized Automobile Fraud Activity Interdiction “Urban Grant”, \$9,010,211 for the Workers’ Compensation Insurance Fraud (WCIF), and \$1,476,933 for the Disability and Healthcare Insurance Fraud (DHIF) Programs to support enhanced investigation and prosecution of fraud activity. The DA requests authorization to accept grant funds from CDI in the total amount of \$16,618,091 with no required County match, and an appropriation adjustment in the net amount of \$412,000 to align the DA’s budget with grant awards.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney to accept grant funds from CDI, for the period of July 1, 2020 to June 30, 2021, for the AIF, HIIF, URBAN GRANT, WCIF, and DHIF programs in the total amount of \$16,618,091.

2. Authorize the District Attorney to execute the Grant Award Agreements (GAA) on behalf of the County of Los Angeles.
3. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director and to sign and approve any revisions to the GAAs that do not increase the Net County Cost of the Agreements.
4. Approve the attached appropriation adjustment in the net amount of \$412,000 to align the DA's budget with the grant awards.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The objective of the programs is to maintain an active partnership with the CDI in anti-fraud efforts. Accordingly, the DA's Office submitted a grant application to CDI for WCIF on May 20, 2020, for DHIF on July 29, 2020, for AIF on July 8, 2020, and for HIIF on October 16, 2020 for Fiscal Year (FY) 2020-21. On July 2, 2018, a three-year Urban Grant application was submitted covering FY 2018-19 through 2020-21.

The DA's Office received the GAAs from the CDI for the funds awarded to the HIIF, WCIF, DHIF, and AIF Programs.

Board approval is required to accept grant funds for the HIIF, WCIF, DHIF, AIF, and Urban, and HIIF Programs from CDI for FY 2020-21.

The Request for an appropriation adjustment in the net amount of \$412,000 is needed in order to align the DA's budget with the grant awards.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The CDI administers the grant programs and the distribution of funds for enhanced investigation and prosecution of workers' compensation fraud cases, fraudulent disability and healthcare insurance fraud claims, life and annuity financial abuse, and automobile insurance fraud activity.

There is no required County match for the program.

The CDI awarded grant funding for the DA fraud programs for FY 2020-21. The \$412,000 net appropriation adjustment will be used as follows:

- DHIF Program – Salaries and Employee Benefits appropriation of \$60,000 was overstated in the FY 2020-21 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$1,476,933 (rounded to \$1,477,000) and the \$1,537,000 that was included in the DA's FY 2020-21 Final Adopted Budget.
- WCIF Program – Salaries and Employee Benefits appropriation of \$434,000 was understated in the FY 2020-21 Final Adopted Budget and will be increased from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$9,010,211 (rounded to \$9,010,000) and the \$8,576,000 that was included in the DA's FY 2020-21 Final Adopted Budget.
- High Impact Insurance Fraud Program – Salaries and Employee Benefits appropriation of \$38,000 was understated in the FY 2020-21 Final Adopted Budget and will be increased from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$137,529 (rounded to \$138,000) and the \$100,000 that was included in the DA's FY 2020-21 Final Adopted Budget.

In light of the State's budget situation, if funding for these programs were to be terminated, an evaluation of this program would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Insurance Code Section 1872.83, subdivision (d) – (WCIF), 1872.85, subdivision (c)(2) – (DHIF), 1872.8, subdivision (b)(1)(d) – (AIF), and 1871.7 – (HIF),

CDI has awarded the DA funds to pursue plans approved by the Fraud Division for the increased criminal investigation and prosecution of workers' compensation fraud, disability and healthcare fraud, automobile insurance fraud, organized automobile fraud activity interdiction cases, and automobile insurance fraud activity involving losses of over \$1,000,000, respectively.

The DA has been awarded grant funding for WCIF for twenty-nine years, DHIF for fifteen years, AIF for twenty-seven years, Urban Grant for nineteen years, and HIIF for two years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These programs do not propose attorney staff augmentation. Therefore, the DA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Talin Keledjian, District Attorney's Office, 211 West Temple Street, Suite 200, California 90012. Any questions may be directed to Ms. Keledjian at (213) 257-2804.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

tk

Attachments

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: District Attorney

Grant Project Title and Description: Organized Automobile Insurance Fraud Activity Interdiction
"Urban Grant" Program

The State Organized Automobile Fraud Interdiction Activity "Urban Grant" Program combats organized automobile insurance fraud and economic auto theft activity in California's urban areas. This program is designed to increase the investigation and prosecution of this widespread crime in Los Angeles County. The Los Angeles County District Attorney's Office, with the collaboration of the California Highway Patrol, CDI, and the Los Angeles Police Department has broken up numerous staging gangs that have caused millions of dollars in losses.

Funding Agency
California Department of
Insurance

Program (Fed. Grant # /State Bill or Code #)
Urban Grant (AB1050), California
Insurance Code § 1874.8

Grant Acceptance Deadline

Total Amount of Grant Funding: \$2,041,231

County Match: \$0

Grant Period: FY 2020-21 **Begin Date:** July 1, 2020

End Date: June 30, 2021

Number of Personnel Hired Under This Grant: 15

Full Time: 7 **Part Time:** 8*

* These positions are assigned and partially grant-funded by Organized Automobile Insurance Fraud Activity Interdiction (Urban Grant), Automobile Insurance Fraud and High Impact Insurance Fraud Programs.

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources
(Describe) _____ Yes ☐ No ☒

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____

Date 3-16-24

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: District Attorney

Grant Project Title and Description Workers' Compensation Insurance Fraud Program

The objective of this program is to enhance the identification, investigation and prosecution of organized workers' compensation insurance fraud. These grant funds will allow the District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to investigate and prosecute those engaged in workers' compensation insurance fraud in Los Angeles County.

Funding Agency

California Department of Insurance

Program (Fed. Grant # /State Bill or Code #)

California Insurance Code § 1872.83

Grant Acceptance Deadline

Total Amount of Grant Funding: \$9,010,211

County Match: \$0

Grant Period: FY 2020-2021 **Begin Date:** July 1, 2020

End Date: June 30, 2021

Number of Personnel Hired Under This Grant: 40

Full Time: 32 **Part Time:** 8*

* These positions are assigned and partially grant-funded by both Workers' Compensation Insurance Fraud and Disability & Healthcare Insurance Fraud Programs.

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒
(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____

Date 3-16-24

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: District Attorney

Grant Project Title and Description: Disability and Healthcare Insurance Fraud Program

The objective of this program is to enhance the criminal investigation and prosecution of fraudulent disability and healthcare insurance claims in Los Angeles County. These grant funds will allow the District Attorney's Office to successfully implement this program and reduce disability and healthcare insurance fraud through collaborative efforts with the State of California, Department of Insurance (CDI) and local law enforcement agencies.

Funding Agency

California Department of Insurance

Program (Fed. Grant # /State Bill or Code #)

California Insurance Code §1872.85

Grant Acceptance Deadline

Total Amount of Grant Funding: \$1,476,933

County Match: \$0

Grant Period: FY 2020-2021 **Begin Date:** July 1, 2020

End Date: June 30, 2021

Number of Personnel Hired Under This Grant: 13

Full Time: 5 **Part Time:** 8*

* These positions are assigned and partially grant-funded by both Disability & Healthcare Insurance Fraud and Workers' Compensation Insurance Fraud Programs.

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒
(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____

Date 3-16-21

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: District Attorney

Grant Project Title and Description Automobile Insurance Fraud Program

The objective of this program is to enhance prosecutorial efforts and criminal investigations of major auto insurance fraud rings, syndicates, gangs, and organizations in Los Angeles County. These grant funds will allow the District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to identify, investigate and prosecute organized automobile insurance fraud rings (staged accidents, cappers, etc.). Perpetrators also include unscrupulous doctors, chiropractors, lawyers and others who profit from fraudulent automobile insurance claims.

Funding Agency
California Department of Insurance

Program (Fed. Grant # /State Bill or Code #)
California Insurance Code § 1872.8

Grant Acceptance Deadline

Total Amount of Grant Funding: \$3,952,187

County Match: \$0

Grant Period: FY 2020-21 **Begin Date:** July 1, 2020

End Date: June 30, 2021

Number of Personnel Hired Under This Grant: 21

Full Time: 10 **Part Time:** 11*

* These positions are assigned and partially grant-funded by Automobile Insurance Fraud, High Impact Insurance Fraud and Organized Automobile Insurance Fraud Activity Interdiction (Urban Grant) Programs.

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒
(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____

Date 3/16/21

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: District Attorney

Grant Project Title and Description: High Impact Insurance Fraud Program

Under the direction of the Insurance Commissioner and Insurance Code § 1872.8(c), CDI administers the High Impact Insurance Fraud Program and the distribution of funds to district attorneys for the enhanced investigation and prosecution of insurance fraud for specific cases. The focus of this grant is to assist district attorney offices in the investigation and prosecution of automobile insurance fraud that cause suspected losses of over \$1,000,000. The Los Angeles County District Attorney's Office currently has two cases that meet this criterion and are currently being supplemented by this grant.

Funding Agency
California Department of
Insurance

Program (Fed. Grant # /State Bill or Code #)
High Impact Insurance Fraud Program,
California Insurance Code § 1872.8(c)

Grant Acceptance Deadline

Total Amount of Grant Funding: \$137,529

County Match: \$0

Grant Period: FY 2020-21 **Begin Date:** July 1, 2020

End Date: June 30, 2021

Number of Personnel Hired Under This Grant: 2

Full Time: 0 **Part Time:** 2*

* These positions are assigned and partially grant-funded by High Impact Insurance Fraud, Automobile Insurance Fraud, and Organized Automobile Insurance Fraud Activity Interdiction (Urban Grant) Programs.

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒
(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____

Date 3-16-21

March 09, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES****SOURCES****USES****DISTRICT ATTORNEY**

A01-DA-88-8866-14030

CDC CAMP REIMB-STATE

INCREASE REVENUE**434,000****DISTRICT ATTORNEY**

A01-DA-1000-14030

SALARIES & EMPLOYEE BENEFITS

INCREASE APPROPRIATION**434,000****SOURCES TOTAL****\$ 434,000****USES TOTAL****\$ 434,000****JUSTIFICATION**

Reflects an increase in appropriation and a corresponding increase in revenue for the Workers' Compensation Insurance Fraud Program in order to align the District Attorney's budget with the full grant award amount.

Michael Au-Yeung

AUTHORIZED SIGNATURE

Michael Au-Yeung, Chief of Budget & Fiscal

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

Lanham

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

219

DATE

March 19, 2021

DATE

March 09, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES****SOURCES****USES**

DISTRICT ATTORNEY
A01-DA-88-8810-14030
STATE-SPECIAL GRANTS
INCREASE REVENUE

38,000

DISTRICT ATTORNEY
A01-DA-1000-14030
SALARIES & EMPLOYEE BENEFITS
INCREASE APPROPRIATION

38,000**SOURCES TOTAL****\$ 38,000****USES TOTAL****\$ 38,000****JUSTIFICATION**

Reflects an increase in appropriation and a corresponding increase in revenue for the High Impact Insurance Fraud Grant Program in order to align the District Attorney's budget with the full grant award amount.

Michael Au-Yeung
AUTHORIZED SIGNATURE Michael Au-Yeung, Chief of Budget & Fiscal

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR—☐ ACTION☒ RECOMMENDATION☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

Larfan

CHIEF EXECUTIVE OFFICER

BY

B A. NO. *220*

DATE

March 19, 2021

DATE

PINK(1)

BA FORM 05142019

BOARD OF SUPERVISORS
OFFICIAL COPY

March 09, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES****SOURCES****USES**

DISTRICT ATTORNEY

A01-DA-1000-14030

SALARIES & EMPLOYEE BENEFITS

DECREASE APPROPRIATION

60,000

DISTRICT ATTORNEY

A01-DA-88-8810-14030

STATE-SPECIAL GRANTS

DECREASE REVENUE

60,000

SOURCES TOTAL**\$ 60,000****USES TOTAL****\$ 60,000****JUSTIFICATION**

Reflects a decrease in appropriation and a corresponding decrease in revenue for the Disability and Healthcare Insurance Fraud Program in order to align the District Attorney's budget with the full grant award amount.

Michael Au-Yeung

AUTHORIZED SIGNATURE

Michael Au-Yeung, Chief of Budget & Fiscal

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR—☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 221

DATE

L. L. L.
March 19, 2021☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

ALTERNATE PUBLIC DEFENDER

	FY 2020-21 Final Adopted Budget	FY 2021-22 Recommended Budget	Variance
Appropriation	78,121,000	78,476,000	355,000
Intrafund Transfer	178,000	181,000	3,000
Revenue	1,524,000	1,554,000	30,000
Net County Cost	76,419,000	76,741,000	322,000
Budgeted Positions	313.0	308.0	(5.0)

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ALTERNATE PUBLIC DEFENDER					
2020-21 Final Adopted Budget	78,121,000	178,000	1,524,000	76,419,000	313.0
Other Changes					
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	934,000	3,000	13,000	918,000	--
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's investment portfolio.	883,000	--	12,000	871,000	--
3. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	196,000	--	3,000	193,000	--
4. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for Senate Bill (SB) 1437 law personnel, facility lease and telecommunication costs, and the Body-Worn Camera program.	(1,645,000)	--	--	(1,645,000)	(5.0)
5. Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200).	(15,000)	--	--	(15,000)	--
6. Unavoidable Costs: Reflects changes in workers' compensation and long-term disability costs due to anticipated benefit increases and medical cost trends.	2,000	--	2,000	--	--
Total Changes	355,000	3,000	30,000	322,000	(5.0)
2021-22 Recommended Budget	78,476,000	181,000	1,554,000	76,741,000	308.0

DISTRICT ATTORNEY

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Appropriation	459,675,000	462,811,000	3,136,000
Intrafund Transfer	5,162,000	4,451,000	(711,000)
Revenue	175,323,000	197,213,000	21,989,000
Net County Cost	279,190,000	261,048,000	(18,142,000)
Budgeted Positions	2,130.0	2,130.0	0.0

Changes From 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2020-21 Final Adopted Budget	459,675,000	5,162,000	175,323,000	279,190,000	2,130.0
Other Changes					
1. Salaries & Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies	5,247,000	--	362,000	4,885,000	0.0
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	6,459,000	--	447,000	6,012,000	0.0
3. Retiree Health: Primarily reflects a scheduled increase in the department's proportional share of the costs to prefund the County's retiree healthcare benefits.	1,125,000	--	37,000	1,088,000	0.0
4. Public Safety Sales Tax: Reflects a projected increase in Proposition 172 revenue based on historical experience and anticipated trends.	--	--	21,180,000	(21,180,000)	0.0
5. One Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time bases for Sexually Violent Predators (SVP) program, second-year radio system replacement, negotiated educational bonuses, settlement costs, and various critical maintenance projects.	(9,385,000)	(438,000)	1,875,000	(10,822,000)	0.0
6. SVP Program: Reflects the addition of one-time funding to backfill the loss of State revenue.	--	--	(1,875,000)	1,875,000	0.0
7. Various Realignments: Reflects various realignments of appropriation and revenue based on historical trends, current operations, and the changing needs of the department.	(310,000)	(273,000)	(37,000)	--	0.0
Total Changes	3,136,000	(711,000)	21,989,000	(18,142,000)	0.0
2021-22 Recommended Budget	462,811,000	4,451,000	197,312,000	261,048,000	2,130.0

LIFEGUARD – FIRE DEPARTMENT

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Appropriation	37,482,000	39,453,000	1,971,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	37,482,000	39,453,000	1,971,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LIFEGUARD – FIRE DEPARTMENT					
2020-21 Final Adopted Budget	37,482,000	0	0	37,482,000	0.0
1. Funding Restoration: Reflects additional funding to replace State Boating Safety and Enforcement Financial Aid Program funding that was diverted to the Sheriff's Department.	1,060,000	--	--	1,060,000	--
2. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	237,000	--	--	237,000	--
3. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	546,000	--	--	546,000	--
4. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	83,000	--	--	83,000	--
5. Cost of Living Adjustment: Reflects an increase based on the Board-approved operating agreement.	45,000	--	--	45,000	--
Total Changes	1,971,000	0	0	1,971,000	0.0
2021-22 Recommended Budget	39,453,000	0	0	39,453,000	0.0

FIRE DEPARTMENT

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Financing Sources	1,413,156,000	1,334,761,000	(78,395,000)
Financing Uses	1,413,156,000	1,334,761,000	(78,395,000)
Budgeted Positions	4,775.0	4,739.0	(36.0)

Changes from the 2020-21 Final Adopted Budget

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
FIRE			
2020-21 Final Adopted Budget	1,413,156,000	1,413,156,000	4,775.0
1. Reduction of Boating Safety and Enforcement Financial Aid Program Funding: Reduces Lifeguard Bureau overtime appropriation to offset the loss of revenue.	(1,060,000)	(1,060,000)	--
2. Replacement of Boating Safety and Enforcement Financial Aid Program Funding: Reflects the addition of NCC to avoid curtailing Lifeguard Division ocean rescue operations.	1,060,000	1,060,000	--
3. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	7,257,000	237,000	--
4. Unavoidable Costs: Reflects changes in workers' compensation and long-term disability costs due to anticipated benefit increases and medical cost trends.	1,953,000	--	--
5. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	15,915,000	546,000	--
6. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	3,598,000	83,000	--
7. Other Salaries and Employee Benefits: Reflects adjustments to various employee benefits categories based on historical costs and future year projections.	505,000	--	--
8. Support Positions: Reflects Board-approved reclassifications and position transfers.	14,000	--	--
9. Operational Costs: Reflects changes in operational costs such as services provided by other County departments, rents and leases, and judgments and damages.	(610,000)	--	--
10. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various expenses.	(107,146,000)	(108,364,000)	(36.0)
11. Grants: Reflects the carryover of Board-approved grant funding for services and supplies.	74,000	74,000	--
12. Property Tax: Reflects an increase in property taxes based on a projected increase in assessed valuation.	--	12,067,000	--
13. Special Tax: Reflects an increase in special taxes based on current collection trends.	--	1,021,000	--
14. Other Revenue: Reflects an increase in revenue generated from various fees.	--	15,896,000	--
15. Lifeguard Operational Cost-of-Living Adjustment (COLA): Reflects funding from the General Fund to meet the requirements of the Beach and Ocean Rescue Services agreement.	45,000	45,000	--
Total Changes	(78,395,000)	(78,395,000)	(36.0)
2021-22 Recommended Budget	1,334,761,000	1,334,761,000	4,739.0

GRAND JURY

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Appropriation	1,927,000	1,919,000	(8,000)
Intrafund Transfer	0	0	0
Revenue	20,000	4,000	(16,000)
Net County Cost	1,907,000	1,915,000	8,000
Budgeted Positions	5.0	5.0	0.0

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
GRAND JURY					
2020-21 Final Adopted Budget	1,927,000	0	20,000	1,907,000	5.0
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	4,000	--	--	4,000	--
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	1,000	--	--	1,000	--
3. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the department's proportional share of the costs to prefund the County's retiree healthcare benefits.	3,000	--	--	3,000	--
4. Ministerial Adjustments: Reflects the realignment of existing funding and deletion of revenue, offset by a corresponding reduction in appropriation.	(16,000)	--	(16,000)	--	--
Total Changes	(8,000)	0	(16,000)	8,000	0.0
2021-22 Recommended Budget	1,919,000	0	4,000	1,915,000	5.0

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Appropriation	0	0	0
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	0	0	0
Budgeted Positions	0.0	0.0	0.0

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LA-RICS					
2020-21 Final Adopted Budget	0	0	0	0	0.0
1. NO CHANGES	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2021-22 Recommended Budget	0	0	0	0	0.0

MEDICAL EXAMINER-CORONER

	FY 2020-21 Final Adopted Budget	FY 2021-22 Recommended Budget	Variance
Appropriation	45,942,000	46,285,000	343,000
Intrafund Transfer	48,000	3,000	(45,000)
Revenue	2,291,000	2,252,000	(39,000)
Net County Cost	43,603,000	44,030,000	427,000
Budgeted Positions	230.0	234.0	4.0

Changes From 2020-21 Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2020-21 Final Adopted Budget	45,942,000	48,000	2,291,000	43,603,000	230.0
Critical Issues					
1. Forensic Medicine and Support: Reflects funding for 2.0 Forensic Pathologists and 2.0 Forensic Technicians to address the Department's increased caseload.	1,010,000	--	--	1,010,000	4.0
Other Changes					
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	485,000	--	12,000	473,000	--
2. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	165,000	--	4,000	161,000	--
3. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for salaries and employee benefits and services and supplies.	(1,323,000)	--	(100,000)	(1,223,000)	--
4. Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200).	6,000	--	--	6,000	--
5. Various Realignments: Reflects various realignments of appropriation and revenue based on historical costs, current operations, and changing needs of the Department.	--	(45,000)	45,000	--	--
6. Unavoidable Costs: Reflects changes in workers' compensation and long-term disability costs due to anticipated benefit increases and medical cost trends.	--	--	--	--	--
Total Changes	343,000	(45,000)	(39,000)	427,000	4.0
2021-22 Recommended Budget	46,285,000	3,000	2,252,000	44,030,000	234.0

PROBATION DEPARTMENT – COMMUNITY BASED-CONTRACTS

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Appropriation	\$7,702,000	\$2,920,000	(\$4,782,000)
Intrafund Transfer	\$0	\$0	\$0
Revenue	\$0	\$0	\$0
Net County Cost	\$7,702,000	\$2,920,000	(\$4,782,000)
Budgeted Positions	0.0	0.0	0.0

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
COMMUNITY BASED CONTRACTS					
2020-21 Final Adopted Budget	7,702,000	0	0	7,702,000	0.0
1. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various programs.	(4,782,000)	--	--	(4,782,000)	--
Total Changes	(4,782,000)	0	0	(4,782,000)	0.0
2021-22 Recommended Budget	2,920,000	0	0	2,920,000	0.0

PROBATION DEPARTMENT

	FY 2020-21 Supplemental Changes	FY 2021-22 Recommended Budget	Variance
Appropriation	1,003,749,000	1,012,446,000	8,697,000
Intrafund Transfer	3,444,000	3,444,000	0
Revenue	381,807,000	370,096,000	(11,711,000)
Net County Cost	618,498,000	638,906,000	20,408,000
Budgeted Positions	5,671.0	5,671.0	0.0

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PROBATION DEPARTMENT					
2020-21 Final Adopted Budget	1,003,749,000	3,444,000	381,807,000	618,498,000	5,671.0
Critical Issues					
1. Grievance Application System and Kiosks: Reflects \$1.3 million for the installation of 83 kiosks in the juvenile halls and camps so youth can have 24/7 access to submit a grievance or request for service, which is fully funded by one-time Juvenile Probation Activities growth revenues.	1,250,000	--	1,250,000	--	--
Other Changes					
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and employee benefits and health insurance subsidies.	7,195,000	--	874,000	6,321,000	--
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's Investment portfolio.	16,729,000	--	2,036,000	14,693,000	--
3. Retiree Health Insurance: Primarily reflects a scheduled increase in the department's proportional share of costs to prefund the County's retiree healthcare benefits.	2,801,000	--	303,000	2,498,000	--
4. Unavoidable Costs: Reflects changes in workers' compensation and long-term disability costs based on anticipated benefit changes and medial cost trends. Also reflects projected change in unemployment insurance cost based on historical experience.	(200,000)	--	(200,000)	--	--
5. Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200).	585,000	--	--	585,000	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for the Vehicle Replacement Plan (\$0.3 million); Title IV-E Waiver bridge programs (\$2.0 million); Pretrial Legacy carryover (\$0.2 million); and Campus Kilpatrick wastewater treatment plant (\$1.2 million)	(3,689,000)	--	--	(3,689,000)	--
7. Pretrial Pilot Program: Reflects an adjustment to remove prior-year funding for the Pretrial Release Pilot program awarded by the Judicial Council of California that was approved by the Board on February 11, 2020.	(15,317,000)	--	(15,317,000)	--	--
8. Revenue Adjustment: Reflects a revenue adjustment to remove one-time Juvenile Probation Activities growth funds for closed-circuit television installation (\$0.2 million) and modification of the Probation Case Management System to track use of force incidents (\$0.5 million).	(657,000)	--	(657,000)	--	--
9. AB 109 Program: Reflects an adjustment to remove \$13.3 million in prior-year funding that was provided on a one-time basis with ongoing funding primarily for contracts with Community-Based Organizations (CBOs) to provide temporary housing services, employment services, and system navigation services to AB 109 supervised clients.	--	--	--	--	--
10. Position Adjustments: Reflects alignment of budgeted positions between budget units based on current operations and changing needs of the Department.	--	--	--	--	--
Total Changes	8,697,000	0	(11,711,000)	20,408,000	0.0
2021-22 Recommended Budget	1,012,446,000	3,444,000	370,096,000	638,906,000	5,671.0

PUBLIC DEFENDER

	FY 2020-21 Final Adopted Budget	FY 2021-22 Recommended Budget	Variance
Appropriation	253,599,000	249,709,000	(3,890,000)
Intrafund Transfer	706,000	741,000	35,000
Revenue	11,785,000	10,821,000	(964,000)
Net County Cost	241,108,000	238,147,000	(2,961,000)
Budgeted Positions	1,095.0	1,095.0	0.0

Changes from the 2020-21 Final Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC DEFENDER					
2020-21 Final Adopted Budget	253,599,000	706,000	11,785,000	241,108,000	1,095.0
Other Changes					
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	3,141,000	16,000	66,000	3,059,000	--
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's investment portfolio.	5,549,000	17,000	112,000	5,420,000	--
3. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	746,000	2,000	15,000	729,000	--
4. Unavoidable Costs: Reflects changes in workers' compensation and long-term disability costs due to anticipated benefit increases and medical cost trends.	4,000	--	4,000	--	--
5. Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200).	233,000	--	--	233,000	--
6. Sexually Violent Predators Program: Reflects the addition of one-time funding to backfill the loss of State revenue.	--	--	(6,000,000)	6,000,000	--
7. Position Reclassification: Reflects a Board-approved reclassification of 1.0 Mental Health Program Manager I to Mental Health Program Manager II.	--	--	--	--	--

PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various projects as well as operational, information technology, and equipment needs.	(13,563,000)	--	4,839,000	(18,402,000)	--
Total Changes	(3,890,000)	35,000	(964,000)	(2,961,000)	0.0
2021-22 Recommended Budget	249,709,000	741,000	10,821,000	238,147,000	1,095.0

SHERIFF

	FY 2020-21 Final Adopted Budget	FY 2021-22 Recommended Changes	Variance
Appropriation	3,437,994,000	3,419,584,000	(18,410,000)
Intrafund Transfer	103,282,000	104,001,000	719,000
Revenue	1,584,297,000	1,708,327,000	124,030,000
Net County Cost	1,750,415,000	1,607,256,000	(143,159,000)
Budgeted Positions	17,095.0	17,018.0	(77.0)

Changes From 2020-21 Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2020-21 Final Adopted Budget	3,437,994,000	103,282,000	1,584,297,000	1,750,415,000	17,095.0
Critical Issues					
1. HOST Restoration: Reflects ongoing funding to restore 6.0 sworn positions for homeless outreach services provided by the Sheriff and its collaboration with other police agencies through the Los Angeles County Police Chiefs Association program.	2,341,000	--	--	2,341,000	6.0
2. MET Restoration: Reflects ongoing funding to restore 6.0 sworn positions for the multi-disciplinary MET teams.	1,526,000	--	--	1,526,000	6.0
3. Trial Court Security Funding Adjustment: Reflects a projected \$15.5 million increase in 2011 Realignment revenue for trial court security.	--	--	15,519,000	(15,519,000)	--
Other Changes					
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	23,635,000	308,000	442,000	22,885,000	--
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's investment portfolio.	16,770,000	239,000	117,000	16,414,000	--
3. Retiree Health: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	10,460,000	250,000	123,000	10,087,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4. One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis in various budget units for: 1) SCEP (\$0.8 million); 2) the Public Records Act Section staffing (\$0.1 million); 3) Urgent Care Clinic staffing (\$0.4 million); 4) Antelope Valley/Department of Justice Settlement Agreement (\$0.1 million); 5) various community programs in Supervisorial District 3 (\$0.1 million); and T-Band narrow-banding equipment purchases (\$4.8 million)	(6,287,000)	--	--	(6,287,000)	--
5. Utility Users Tax (UUT): Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various community programs.	(423,000)	--	--	(423,000)	--
6. Layoff Mitigation: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis to mitigate layoffs until vacancies were achieved through attrition.	(40,000,000)	--	--	(40,000,000)	--
7. Body-Worn Camera (BWC) Project: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for costs associated with the BWC project.	(13,219,000)	--	--	(13,219,000)	--
8. Prison Rape Elimination Act (PREA): Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for costs associated with implementation of PREA.	(142,000)	--	--	(142,000)	--
9. Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200).	26,000	--	6,000	20,000	--
10. Public Safety Sales Tax (Prop 172): Reflects a projected increase in Proposition 172 revenue based on historical experience and anticipated trends.	--	--	114,282,000	(114,282,000)	--
11. AB 109 Funding: Reflects an adjustment to remove prior-year AB 109 funding that was provided on a one-time basis for the purchase of ballistic vests, and for costs associated with Medication Assisted Treatment; and Substance Treatment and Re-Entry Transition, partially offset with cost of living adjustments in various budget units. Also reflects an adjustment to remove \$28.8 million in prior-year funding that was provided on a one-time basis and replaced with ongoing funding for Sheriff's custody operations.	(5,925,000)	--	(5,925,000)	--	(48.0)

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
12. Position Adjustments: Reflects Board-approved reclassifications that more appropriately reflects the assigned duties and responsibilities. Also reflects the restoration of positions fully offset by the deletion of various positions, and adjustments to correct position levels added in the prior fiscal year.	--	--	--	--	(9.0)
13. JHIS: Reflects the transfer in funding and services and supplies in the Custody Budget for costs associated with the JHIS currently managed by the DHS and its migration to the ORCHID system.	(5,500,000)	--	--	(5,500,000)	--
14. SCEPT: Reflects restoration of the SCEPT overtime funding that was shifted on a one-time basis in the prior fiscal year to restore the Sheriff's HOST and MET teams.	3,886,000	--	--	3,886,000	--
15. Reverse One-time SCEPT Funds: Reflects an adjustment to remove prior-year unspent SCEPT funding that was provided on a one-time basis to restore the Sheriff's HOST and MET teams.	(3,886,000)	--	--	(3,886,000)	(12.0)
16. Intradepartmental Position Transfers: Reflects the intradepartmental transfer of positions to more accurately reflect current departmental staffing needs.	--	--	--	--	--
17. Miscellaneous Realignments: Reflects realignment of appropriation and revenue categories to more accurately reflect operational needs and cost reimbursements from various revenue funds.	(1,000,000)	(804,000)	(196,000)	--	--
18. DBW Grant: Reflects an adjustment in State revenue associated with the Board-approved amended resolution to distribute the DBW grant funds evenly between the Fire District and the Sheriff's Department.	--	--	1,060,000	(1,060,000)	--
19. Contract Service Level Changes: Reflects changes in positions, services and supplies, capital assets-equipment, Intrafund (IFT), and revenue in various budget units primarily due to requests by contract agencies in the prior year.	(672,000)	726,000	(1,398,000)	--	(20.0)
Total Changes	(18,410,000)	719,000	124,030,000	(143,159,000)	(77.0)
2021-22 Recommended Budget	3,419,584,000	104,001,000	1,708,327,000	1,607,256,000	17,018.0

TRIAL COURT OPERATIONS

	FY 2020-21 Final Adopted Budget	FY 2021-22 Recommended Budget	Variance
Appropriation	404,270,000	404,412,000	142,000
Intrafund Transfer	0	0	0
Revenue	63,095,000	63,237,000	142,000
Net County Cost	341,175,000	341,175,000	0
Budgeted Positions	50.0	50.0	0.0

Changes From 2020-21 Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2020-21 Final Adopted Budget	404,270,000	0	63,095,000	341,175,000	50.0
Other Changes					
1. Salaries & Wages: Primarily reflects Court-approved increases in salaries and wages.	52,000	--	52,000	--	--
2. Retirement: Reflects an increase in retirement rates primarily due to adjustments for prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	43,000	--	43,000	--	--
3. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the department's proportional share of the costs to prefund the County's retiree healthcare benefits.	47,000	--	47,000	--	--
4. Revenue Realignment: Reflects realignment of revenue based on historical experience and current operations.	--	--	--	--	--
Total Changes	142,000	0	142,000	0	0.0
2021-22 Recommended Budget	404,412,000	0	63,237,000	341,175,000	50.0