

REPORT OF GENERAL MANAGER

NO. 05-69

DATE March 16, 2005

CD Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN RECREATION AND PARKS AND THE LOS ANGELES COUNTY PROBATION DEPARTMENT FOR THE JUVENILE JUSTICE CRIME PREVENTION ACT AFTER-SCHOOL ENRICHMENT AND SUPERVISION PROGRAM

K. Chan _____ J. Kolb _____
J. Combs _____ F. Mok _____
H. Fujita _____ *K. Regan KR



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a Memorandum of Understanding (MOU), substantially as attached and subject to approval of the Mayor, City Council, and City Attorney as to form, between the Department of Recreation and Parks (Department) and the County of Los Angeles (County) for continued Juvenile Justice Crime Prevention Act (formerly known as the Schiff-Cardenas Crime Prevention Act) grant funding up to \$520,000 and to accept responsibility for providing youth services during specified hours of peak juvenile criminal occurrences for a fourth fiscal year (2004 to 2005) at five selected recreation facilities and the John Anson Ford Theater for the period ending June 30, 2005;
2. Direct the Board Secretary to transmit the proposed MOU to the Mayor in accordance with Executive Directive No. 16 and to the City Attorney for review as to form; and,
3. Upon Mayor and City Council approvals, authorize the General Manager to execute the MOU expeditiously.

SUMMARY:

After three years of successful operation and over \$2.2 million in Juvenile Justice Crime Prevention Act (JJCPA) funding received by the Department via the County, the Department was offered

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additional funding to continue programs designed to serve at-risk youth through the Clean and Safe Spaces (CLASS) Parks Youth Employment Internship Program (YEIP).

In January, 2002, the Department was initially awarded a grant to expand prevention and intervention services for at-risk youth within Los Angeles City (Report No. 02-45). The CLASS Parks Program is fulfilling expectations of the grantee through YEIP which has provided training to over 1,300 youth from inception of the program in June, 2002, to June 30, 2004, with improved job skills, life skills, and enhanced community involvement opportunities. This program provides participants with positive activities and alternatives.

In May, 2002, a First Addendum (Report No. 02-210) was approved to enhance the JJCPA After-School Enrichment and Supervision Program.

In May, 2003, a Second Addendum (Report No. 03-145) was approved to receive \$645,400 in JJCPA funding for continuation of the YEIP for the fiscal year term 2002-2003 and provide enhanced services for at-risk youth or on formal probation.

In August, 2003, a Third Amendment (Report No. 03-271) was approved to receive \$655,510 in JJCPA funding for continuation of the YEIP for the fiscal year term 2003-2004 and to accept responsibility for providing youth services during specified hours of peak juvenile crime occurrences at five selected recreation facilities: Hubert Humphrey, Lincoln Park, Normandale, Panorama, and Rancho Cienega.

With young people earning money from jobs acquired through the Recreation and Parks YEIP job skills training, instruction in personal finance was found to be necessary. Young people needed to learn what to do with their paychecks and how to use their money creatively to earn more money. In fiscal year 2003-2004, some personal finance instruction was added to the YEIP curriculum.

In fiscal year 2004-2005, a film production class was added to the program. Professionals from the film industry instruct participants on the basics of camera operation, story boarding, writing, sound, editing, directing, pre- and post-production, location lighting, acting, scheduling, and critiquing a film. After completing the program, youth will have reached a level of proficiency to be able to check out equipment then film and edit, in pairs, footage on CLASS Parks activities and eventually be able to document on film other program activities.

This MOU, prepared by the County, provides \$520,000 in funding for the fourth year of the YEIP. The program will conclude by June 30, 2005. Approval of the MOU will allow the Department to submit requests for reimbursement for services already provided and related expenditures. The reimbursement monies go to MRP Account 902. The awarded funds must be expended by June 30, 2005 or they will revert to the State.

This report was prepared by Judy Ung.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY PROBATION DEPARTMENT
AND
LOS ANGELES CITY RECREATION AND PARKS DEPARTMENT
FOR
THE AFTER-SCHOOL ENRICHMENT AND SUPERVISION PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2005 between the Los Angeles County Probation Department (Probation) and Los Angeles City Recreation and Parks Department (Recreation and Parks).

WHEREAS, on March 28, 2001 Recreation and Parks entered into a MOU with Probation to implement the After-School Enrichment and Supervision (ASES) Program for fiscal year 2001/2002 with funding from Probation for one year; and

WHEREAS, the MOU was amended to continue the ASES Program for subsequent fiscal years 2002/2003 and 2003/2004 with continued funding from Probation; and

WHEREAS, the parties now desire to continue the ASES Program for a fourth fiscal year, 2004/2005;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

I. PURPOSE

The purpose of this MOU is to effect an intra-fund transfer to continue the ASES Program to provide an after-school enrichment and supervision program for youth-at-risk or on formal probation, at five recreational facilities.

II. TERM

The term of the MOU is for a fourth one-year period beginning July 1, 2004, and continuing through June 30, 2005. The MOU may be further amended by mutual written consent of both parties.

This MOU may be terminated at any time, without cost, by either party upon giving at least thirty (30) days prior written notice thereof to the other. This MOU may be immediately terminated if funding becomes unavailable.

III. FUNDING

Recreation and Parks shall receive funds from Probation in an amount not to exceed \$520,000 for the ASES Program, as detailed in the Budget (Attachment A). Changes to the Budget require signed written approval by both parties.

IV. PROBATION RESPONSIBILITIES

Probation agrees to, as resources allow, provide the following services:

- Oversight of community-based services.
- Case management including assessment, goal setting, case plan, frequent client and family contacts, regular school contacts, and progress notes.
- Work with local law enforcement and community-based organizations to curb gang violence.
- Coordinate with transportation services for school to home and field trips and family outings.
- Coordinate on-site and off-site referrals.
- Attend monthly meetings of the partners of the Juvenile Justice and Crime Prevention Act (JJCPA) collaborative.
- Work with Recreation and Parks, local law enforcement, and community-based organizations to provide adequate safety and security measures needed to conduct the Program at the five selected recreation facilities.
- Provide the following required data collection form and the following data systems, all of which are necessary to provide information required on all participants:

Form:

JJCPA Monthly Program Data Collection Report (Attachment B)

Systems:

Juvenile Caseload Management System (JCMS)

JJCPA Tracking System

- Provide the Instructions for Deriving Youth I D Number (Attachment C) for use by Recreation and Parks.

V. RECREATION AND PARKS RESPONSIBILITIES

Recreation and Parks agrees to provide the following services for the ASES Program:

- Tutoring and homework assistance.
- Recreational and social activities.
- Substance abuse classes and counseling.
- Mentoring activities.
- Optional services such as community service opportunities, multicultural activities, field trips, celebrations, teen clubs, vocational training, conflict resolution, family counseling, late-night basketball.
- Appropriate sharing of critical information with all service partners, consistent with the provisions of Section VI, Confidentiality, below.
- Attendance at monthly meetings of the partners of the JJCPA collaborative.
- Complete or cause to be completed and submit or cause to be submitted the above-referenced Program Data Collection Reports to the Probation Cluster and Program Managers by the 7th of the month following the report month, and must reflect activity of the participants for the report month listed. Participant data will be entered on JCMS.
- Provide Probation with a list of staff who, after training by Probation, will be entering fiscal and participant information into the JJCPA Tracking System, either as 'financial user or administrator' or as 'program user or administrator'.
- Cause the following language to appear in any third party CBO/Provider contracts for this program and is responsible for execution of said provisions:
 1. CBO/ Provider must complete Program Data Collection Reports and forward to the Cluster and Program Managers by the 7th of the month following the report month on all participants.
 2. CBO/Provider may not commence delivering services to any participant unless and until there is a completed Referral for Service Form, with the participant identified by PDJ or Youth I D #.
 3. Upon receipt of the faxed Referral Form, CBO/Provider is responsible for completing the Agency Response Section within five working days. Upon completion, the referral form must be faxed back to the referring entity.

4. CBO/Provider will be responsible for entering, by staff identified by Recreation and Parks, fiscal and participant information in the JJCPA Tracking System pursuant to the access provided by Probation for 'financial user or administrator' and for 'program user or administrator' components.
5. CBO/Provider shall use the JJCPA Tracking System to report CBO/Provider information and to transmit notes to the DPO regarding participants, when necessary and/or appropriate."

VI. CONFIDENTIALITY

Probation and Recreation and Parks shall maintain the confidentiality of all records and information relating to juvenile participants under this MOU. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality. Probation and Recreation and Parks shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this Agreement.

In no case shall records or information pertaining to participants be disclosed to any person, except designated County/contractor employees, without the written permission of a Probation Director, or other authorized representative.

VII. FISCAL PROVISIONS

Probation shall make payment to Recreation and Parks for services rendered pursuant to this MOU. Such payment shall be made from the JJCPA funds. Payment terms are as follows:

- DSOs will be prepared in accordance with Chief Administrative Office budget instructions.
- Recreation and Parks shall submit Departmental Invoices monthly that comply with Auditor-Controller guidelines. Expenditures must correspond to the JJCPA budget approved by the State and expanded upon in the attached Project Plan (Attachment E). Changes to the budget require signed written approval of both parties.
- Departmental Invoices with supporting documentation should be submitted by the 25th of the following service month to:

Delia Munoz, Financial Manager
Probation Department
9150 East Imperial Highway, Room p-73

Downey, CA 90242
Phone: (562) 940-2680
delia_Munoz@probation.co.la.ca.us
Fax: (562) 940-2459

- If an audit of the program covered in this MOU identifies and disallows ineligible costs, Recreation and Parks will reimburse Probation the amount of the over-payment.

VIII. EMPLOYEE CRIMINAL RECORDS AND NOTICES

As a condition of participation, Recreation and Parks shall include the following language in any and all contracts with third parties, referred to as CONTRACTOR/PROVIDER below and shall facilitate any Probation activities with regard to CONTRACTOR/PROVIDER referred to hereunder:

"CONTRACTOR/PROVIDER shall be responsible for ongoing implementation and monitoring of subsections 1. through 7. On at least a quarterly basis, CONTRACTOR/PROVIDER shall report, in writing, monitoring results to Recreation and Parks and Los Angeles County Probation (Probation), indicating compliance of problem areas. Elements of monitoring report shall receive prior written approval from DCFS and Probation.

1. No personnel employed by the CONTRACTOR/PROVIDER for this program having access to Probation and/or Recreation and Parks information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by Probation and DCFS.
2. Recreation and Parks reserves the right to have Probation conduct a background investigation of CONTRACTOR/PROVIDER'S prospective employees prior to employment and further reserves the right to have Probation conduct a background investigation of CONTRACTOR/PROVIDER'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.
3. Recreation and Parks reserves the right to preclude the CONTRACTOR/PROVIDER from employment or continued employment of any individual including any individual designated by Probation for this contract service.
4. No personnel employed by the CONTRACTOR/PROVIDER for this project shall be on active probation or parole currently or within the last three (3) years.

5. CONTRACTOR/PROVIDER and employees of the CONTRACTOR/PROVIDER shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to Probation and Recreation and Parks.
6. The CONTRACTOR/PROVIDER shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. Probation will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR/PROVIDER'S employees, and further reserves the right to have Probation conduct a background investigation of CONTRACTOR/PROVIDER'S employees at any time.
7. Because Probation is charged by the State for checking the criminal records of CONTRACTOR/PROVIDER'S employees, Recreation and Parks, through Probation, will bill CONTRACTOR/PROVIDER to recover expense. The current amount is \$32.00 per record check which is subject to change by the State.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the day, month, and year first written above.

LOS ANGELES COUNTY
PROBATION DEPARTMENT

LOS ANGELES CITY
RECREATION AND PARKS

PAUL HIGA
CHIEF DEPUTY PROBATION OFFICER

JON KIRK MUKRI
GENERAL MANAGER

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
~~Chief Deputy County Counsel~~

By _____
Gordon W. Trask
Principal Deputy