



ERIC GARCETTI
MAYOR

November 17, 2022

Honorable Members of the City Council
c/o City Clerk
Los Angeles City Hall
200 N. Spring Street, Room 395
Los Angeles, CA 90012

Re: Notification of Request for Authority to Accept a Grant Award in the amount of \$1,241,600 from the County of Los Angeles Probation Department for the Juvenile Justice Crime Prevention Act (JJCPA) Gang Reduction and Youth Development and Probation Juvenile Re-Entry Partnership Program

Dear Honorable Members:

Pursuant to Section 14.6(c) of the Los Angeles Administrative Code, the Mayor's Office of Gang Reduction and Youth Development ("GRYD Office") hereby notifies the Los Angeles City Council of its award of funding from the County of Los Angeles Probation Department ("Probation") for the Juvenile Justice Crime Prevention Act (JJCPA) Gang Reduction and Youth Development ("GRYD") and Probation Juvenile Re-Entry Partnership Program in support of the comprehensive GRYD strategy (hereinafter referred to as the, "Juvenile Re-Entry" Program).

Transmitted herewith for consideration by the City Council is a request to accept the funding in the amount of \$2,448,544 for an agreement period of July 1, 2022 to June 30, 2023 and approval of the proposed budget for the Probation JJCPA grant.

I. JUVENILE RE-ENTRY PROGRAM

A. Background

The Juvenile Re-Entry Program is a collaboration between the Mayor's GRYD Office and the County Probation Department to provide Juvenile Gang Re-Entry services to youth suspected of gang-involvement who are exiting County probation camps and returning to their communities in the City of Los Angeles.

GRYD oversees a comprehensive strategy aimed at reducing gang-related crime within City communities that contain the highest concentrations of gang activity. This strategy involves providing gang prevention and intervention services to gang-involved individuals in City communities, which includes Family Case Management ("FCM Services") for the youth and their families. GRYD's FCM Services model has been adapted to the needs of the juvenile re-entry

population (“Re-Entry Services”) and is designed to facilitate successful re-entry back into the community by increasing pro-social behavior and decreasing gang-identity and violence.

The County of Los Angeles Board of Supervisors delegated authority to Probation to enter into agreements with agencies and/or government entities to provide services consistent with the JJCPA grant program. As such, GRYD and Probation agreed to a Memorandum of Understanding (MOU) for a performance period to expire at the end of the fiscal year, June 30, 2022.

B. Juvenile Re-Entry Services

In Los Angeles County, youth exiting Probation camps are assigned Deputy Probation Officers (“DPOs”) to coordinate aftercare services in preparation for their release back into the community. Initially, DPOs will refer individuals to the Program prior to their release from a camp. A designated agency contracted by the City (“Re-Entry Contractor”) will assess the referral for eligibility and enrollment. Once enrolled, the Re-Entry Contractor will provide GRYD Re-Entry services to the youth and their family. GRYD is responsible for contractual oversight of its Re-Entry Contractor(s), who work directly with program participants in conjunction with designated DPOs to ensure successful completion of the Program.

The primary goals of the GRYD Re-Entry Program are to:

- Decrease the youth’s gang identity, involvement in violence and recidivism.
- Transfer the youth’s attachment from gangs to positive activities/pro-social connections.
- Reunify the youth with their family, and reintegrate youth into their home environment.

Mayor’s Staff will be tasked with administering this program. Please see staff descriptions below:

- The Program Manager will be responsible for grant administration and will serve as the primary point of contact with Probation. The Program Manager will also be responsible for ensuring that the project implementation plan is adhered to, project objectives are met, and reports are submitted according to the timeline determined by Probation.
- The Accountant is responsible for all fiscal matters, including financial reporting and contract compliance.

1. Data Collection

Data for the Program will be collected to gather youth and family information. Demographic information of referrals such as age, ethnicity, gender, home address, etc., as well as referral source information from Probation, such as the date and referring person’s name and title will be collected and secured.

GRYD has invested heavily in a reputable database system; the ‘Efforts to Outcomes’ data collection software (ETO). ETO is designed to assess program measures, case management, service dosage, demographics, and needs. In addition, the database is used extensively by our research and evaluation team at Cal State University of Los Angeles (CSULA). GRYD program coordinators utilize the system when providing technical assistance to contractors and when monitoring contractors for contract compliance. Thus, the data collected is used to both evaluate the efficacy of programs and to improve service delivery to youth and families.

2. Outcome Evaluation Services

GRYD will contract with a vendor to provide database collection and evaluation services for the Juvenile Re-entry Partnership including data collection, analysis, and database management consistent with GRYD's current data, research, and evaluation infrastructure.

C. Program Implementation Costs

The following GRYD staff will be required to implement the JJCPA grant:

1) Program Director (Mayoral Aide VII, Step 3)		
	@10%, \$10,157.75 x 12 months	\$12,189.30
2) Senior Regional Program Coordinator (Mayoral Aide V, Step7)		
	@10%, \$7,324.44 x 12 months	\$8,789.33
3) Senior Regional Program Coordinator (Mayoral Aide V, Step 7)		
	@5%, \$7,324.44 x 12 months	\$4,394.66
4) Principle Accountant (Mayoral Aide V, Step 8)		
	@10%, \$8,374.96 x 12 months	\$10,049.95
5) Senior Accountant (Mayoral Aide2 V, Step 2)		
	@15%, \$6,569.89 x 12 months	\$11,825.80
6) Accountant (Mayoral Aide2 V, Step 2)		
	@20%, \$6,047.37 x 12 months	\$14,513.69
7) Accountant (Mayoral Aide2 V, Step 2)		
	@20%, \$5,884.77 x 12 months	\$14,123.45
8) Accountant (Mayoral Aide2 V, Step 2)		
	@20%, \$7,291.56 x 12 months	\$17,499.74
9) Accountant (Mayoral Aide2 V, Step 2)		
	@36.49976%, \$5,884.77 x 12 months	\$25,775.12

Fringe in the amount of \$48,438.96 will be allocated to these positions, for a total salaries and benefits allocation of \$167,600.

D. Budget

The following was submitted to Probation and approved by Juvenile Justice Coordinating Council (JJCC). This grant allocates \$2,448,544, and of that amount, GRYD will accept the amount of 1,241,600 to be expended over twelve months.

LINE ITEM	GRANT FUNDS	TOTAL
1. Salaries and Benefits	\$167,600	\$167,600
2. Services and Supplies	\$0	\$0
3. Professional Services	\$0	\$0
4. CBO Contract(s)	\$1,009,000	\$1,009,000
5. Indirect Costs	\$0	\$0
6. Fixed Assets / Equipment	\$0	\$0
7. Evaluation/Data Collection	\$65,000	\$65,000
8. Other (Travel, Training, etc.)	\$0	\$0
TOTAL PER YEAR	\$1,241,600	\$1,241,600

E. Reserve Fund Loan

The GRYD Office requests a reserve fund loan in the amount of \$750,000 to front-fund program-related activities associated with the Juvenile Re-Entry Program. Probation administers the JJCPA Grant on a reimbursement basis only, requiring grant recipients to front fund expenditures prior to submitting requests for reimbursement.

RECOMMENDATIONS

IT IS THEREFORE requested that the City Council:

1. **AUTHORIZE** the Mayor, or designee, to accept the Juvenile Re-Entry Program award in the amount of up to \$1,241,600, for the agreement period of July 1, 2022 through June 30, 2023, and any other necessary agreements and documents relative to the grant award.
2. **AUTHORIZE** the Mayor, or designee, to negotiate and execute contracts with one or more service providers to provide Juvenile Re-entry Services in the City of Los Angeles, for a term of 12 months within the performance period of the grant, in a total amount not to exceed \$1,009,000 subject to the approval of the City Attorney as to form and legality and compliance with City contracting requirements;
3. **AUTHORIZE** the Mayor, or designee, to negotiate and execute a contract with a vendor to obtain data collection, analysis and reports, database management and progress evaluation, for the period of for a term of 12 months within the performance period of the grant, in a total amount not to exceed \$65,000, subject to approval of the City Attorney as to form and legality and compliance with City contracting requirements;

4. **AUTHORIZE** the Controller to:

Establish a new fund entitled 22-23 JJCPA. Recognize a receivable in the amount of \$1,241,600 within the 22-23 JJCPA grant, Fund XXX, Department 46; expend funds upon presentation and proper demand from the Mayor, or designee, and establish appropriation accounts as follows:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
46W146	Mayor	\$119,161.04
46W299	Related Costs	\$48,438.96
46W304	Contractual Svcs	\$1,074,000.00
	TOTAL	\$1,241,600.00

5. **INSTRUCT** the Controller to transfer up to \$119,161.04 from Fund XXX, Account 46W146 to the Mayor's General Fund No. 100, Department 46, Account 001020 for reimbursement of grant-funded personnel salaries;
6. **INSTRUCT** the Controller to transfer up to \$48,438.96 from Fund XXX, Account 46W299 to the Mayor's General Fund No. 100, Department 46, Account 5346 for reimbursement of grant-funded fringe benefits;
7. **AUTHORIZE** a Reserve Fund Loan in the amount of \$750,000 to support program-related activities under the 2022-2023 JJCPA Grant Program, and authorize the Controller to transfer said amount from the Reserve Fund to the Unappropriated Balance Fund100, Department 58 and transfer therefrom to the 22-23 JJCPA Grant Fund XXX, Department 46, Account 46V304 Contractual Services to be reimbursed upon receipt of grant funds from the Probation; and
8. **AUTHORIZE** the Mayor, or designee, to prepare Controller instructions and/or make technical adjustments that may be required to implement the actions approved by the Mayor and Council on this matter, subject to the approval of the City Administrative Officer and authorize the Controller to implement these instructions.

Sincerely,



ERIC GARCETTI
Mayor

Attachments

1 MOU

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
 AND
 CITY OF LOS ANGELES
 FOR
 THE JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)
 GANG REDUCTION AND YOUTH DEVELOPMENT PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____ 2022, between the County of Los Angeles Probation Department, hereinafter referred to as County, and City of Los Angeles Gang Reduction and Youth Development (GRYD), hereinafter referred to as Agency.

RECITALS

WHEREAS, the County has established the Juvenile Justice Crime Prevention Act (JJCPA) Program to reduce crime by promoting and providing services to at-risk (formerly at-risk) youth and their families, including aftercare services for youth exiting Probation camps in Los Angeles County;

WHEREAS, on April 5, 2022, the Board of Supervisors delegated authority to the Chief Probation Officer to enter into agreements with agencies to provide services consistent with the JJCPA Program;

WHEREAS, on July 1, 2020, the County entered into an MOU with Agency to support the GRYD Reentry and Healing Circles programming with funding from the County through JJCPA funds;

WHEREAS, on June 14, 2021, the parties executed an additional one (1) year MOU for fiscal year 2021/2022 for operation of the GRYD Reentry and Healing Circles Program;

WHEREAS, the parties now desire to continue the GRYD Reentry and Healing Circles Program for fiscal year 2022/2023 with funding from County through JJCPA funds; and

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

I. PURPOSE

The purpose of this MOU is to provide the GRYD services aimed at reducing

gang-related crime and promoting prosocial decisions and behaviors among young people within communities of the City of Los Angeles that contain the highest concentrations of gang activity. These gang prevention and intervention services are provide to gang-involved individuals who are exiting Probation Camps and returning to their communities in Los Angeles. Additionally, GRYD services include in-custody healing circles for Probation Camp youth.

The primary goals of GRYD services are to decrease the youth's gang identity and involvement in violence and recidivism; transfer the youth's attachment from gangs to positive activities/pro-social connections and; support the reunification of the youth with their family and the reintegration of the youth into the home environment.

II. TERM

The term of this MOU shall commence upon execution date through June 30, 2023. Any additional renewals commencing after July 1, 2023, will be subject to approval by County and Agency.

III. FUNDING

The Agency shall receive funds from County in an amount not to exceed two million, four hundred and forty-eight thousand, five-hundred forty-four dollars (\$2,448,544), based on invoices processed by County as of May 31, 2022, for GRYD services as detailed in the Budget (Attachment A). Changes to the Budget require signed written approval by both parties.

IV. AGENCY RESPONSIBILITIES

Subject to JJCPA Funding, the Agency will provide gang prevention and intervention services for gang-involved youth exiting Probation Camps:

- Receive service referrals from County, assess for GRYD eligibility and enrollment; process referrals for program services (Re-Entry Family Case Management or FCM Services).
- Work with County to deliver program services to referred youth and their families for an estimated six to nine months; this includes meeting with the youth pre-release (one meeting for minimum of 30 minutes), assisting the family with their needs (one meeting for a minimum of 45 minutes), planning a welcome home reception and begin coordinating post-release services with County (one team meeting for a minimum of 20 minutes).
- Provide County with GRYD Re-Entry FCM Services information for utilization in the Camp transition process.

- Participate in the youth's Multi-Disciplinary Team (MDT) meetings prior to Camp release.
- Work with County to assist the youth post-Camp release; help facilitate family engagement and administer a tool to assess the degree of youth embeddedness in gangs.
- Work with the youth on a strength-based Genogram, connect participants to prosocial activities and plan a celebration for the youth and family to acknowledge the youth's post-Camp release progress.
- Complete the following:
 - Participate in multi-disciplinary team meetings coordinated by the Department for eligible youth (referrals to GRYD catchment area)
 - Conduct two individual monthly meetings with youth (minimum 30 minutes each)
 - Conduct one monthly family meeting (minimum 30 minutes)
 - Conduct one monthly team meeting with DPO (minimum 20 minutes)
 - Conduct GRYD partnership meeting/trainings with Agency and DPO
 - Conduct GRYD reassessment 6 months after first administration and plan for youth transition celebration from the program.

In-custody healing circles for Probation Camp youth:

- Administer and facilitate in-custody healing circles for youth in Probation Camps
- Work through County to coordinate sessions and share information regarding community dynamics, public safety, youth interpersonal relationships, etc.
- The Agency shall identify a GRYD Program Manager who will serve as the point person for contacts with County (regarding operations, budget/budget modifications, fiscal and MOU).

Data Collection

- Agency shall collaborate with County to collect, and report required data elements as well as evaluating quality and performance indicators and outcomes at the program level. Should there be a change in Federal, State,

and/or County policies/regulations, County, at its sole discretion, may amend these performance-based criteria via an amendment to this MOU.

- Required JJCPA data collection shall include the monthly submission of the following on all youth served; for the last month of the Fiscal Year, 2022-23, submit data by July 15, 2023: submit all data via email to: PROBJJCPAAdmin@probation.lacounty.gov
 - Program Start Date
 - Program End Date (when applicable)
 - Last Name
 - First Name
 - Date of Birth
 - Ethnicity
 - Gender
 - Zip Code of Residence
 - At the end of the Fiscal Year, the status of each participant:
 - Competed and date if completed
 - In Progress
 - Did Not Complete, date and reason
 - Required additional JJCPA data collection in order to adequately assess program effectiveness at reducing juvenile crime and delinquency
 - For the last month of the Fiscal Year, 2022-23, the data will be due on July 15, 2023.

V. COUNTY RESPONSIBILITIES

County agrees, as resources allow, to:

For GRYD gang prevention and intervention services for gang-involved youth exiting Probation Camps:

- Serve as youth’s primary case manager.
- Where applicable to the youth’s case plan, refer youth to GRYD services; all referrals shall be made by County.
- Participate in meetings/events, orientation trainings with Agency.

For in-custody healing circles for Probation Camp youth:

- Schedule in-custody healing circles with Agency

VI. CONFIDENTIALITY

County and Agency 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. County and Agency shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this MOU.

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

VII. FISCAL PROVISIONS

County shall make payments to Agency for services rendered pursuant to this MOU. Such payment shall be made from the JJCPA funds and Board approved County funds. Payment terms are as follows:

- Agency shall submit Departmental invoices monthly that comply with Auditor- Controller guidelines. Expenditures must correspond to the JJCPA budget approved by the State. 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:

Norma Cruz-Lawler
Budget & Fiscal
Services Probation
Department
9150 East Imperial Highway, Room, P-73
Downey, CA 90242
Phone: (562) 940-2680
Fax: (562) 940-2459
E-mail: Norma.Cruz@probation.lacounty.gov

- If an audit of the program covered in this MOU identifies and disallows ineligible costs, Agency shall reimburse County the amount of the over-payment.
- Email estimated Fiscal Year (FY) 2022-2023 expenditures for each month to the following: ProbJJCPAAdmin@parobation.lacounty.gov

VIII. LIABILITY

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of

such entities being parties to an agreement is defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Agency and County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

IX. BACKGROUND AND SECURITY INVESTIGATIONS

The County shall be responsible for ongoing implementation and monitoring of the following Paragraphs XI. 1 through XI. 7 listed below. Agency shall promptly report, in writing, any issues of compliance with this section.

1. No personnel employed by Agency for the Program having access to County 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 County.
2. County reserves the right to conduct a background investigation of Agency's prospective employees prior to employment or assignment to duties under this MOU and further reserves the right to conduct a background investigation of Agency's employees at any time and to bar such employees from working on the MOU under appropriate circumstances.
3. County reserves the right to preclude Agency from employment or continued employment of any individual services under this MOU at County's sole discretion.
4. No personnel employed by Agency for this project shall be on active probation or parole currently or within the last three (3) years.
5. Agency and its employees shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County.
6. Agency shall be responsible for conducting background investigations on Agency contractors/subcontractors and provide a list of cleared individuals to the Program Manager prior to the employee starting work on this MOU.

Probation Program Manager will notify the Background Investigation Unit of cleared individuals, but reserves the right to conduct a background investigation of Agency’s employees, contractors/subcontractors at any time. **Agency’s employees shall not begin work on this MOU before receiving written notification of clearance from Probation’s Program Manager.**

- 7. Because County is charged by the State for checking the criminal records Agency’s employees, County will bill Agency to recover these expenses, if required. The current amount is forty-nine dollars (\$49.00) per record check which is subject to change by the State.

X. SUSPENSION

Either party may suspend all or part of the project operations for failure by the other to comply with the terms and conditions of this MOU by giving written notice, which shall be effective upon receipt.

- Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period for corrective action.

XI. TERMINATION

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

XII. AMENDMENTS

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

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 amendment that is properly executed.

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FY 2022-23

MOU # 640-22-055

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IN WITNESS WHEREOF, County of Los Angeles and Agency have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of Agency warrants he or she is authorized to bind Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

CITY OF LOS ANGELES

By _____
ADOLFO GONZALES
CHIEF PROBATION OFFICER

By 
REGINALD J. ZACHERY
INTERIM DIRECTOR
MAYOR'S OFFICE OF GANG
REDUCTION AND YOUTH
DEVELOPMENT

Date

8-25-22

Date

APPROVED AS TO FORM:

DAWYN HARRISON ACTING
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

Date: _____

