



ITEM NO. 8

STAFF REPORT

CITY OF OCEANSIDE

DATE: April 3, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH NORTH COUNTY LIFELINE IN THE AMOUNT OF \$12,000 FOR THE 2013 ALTERNATIVE COURT TREATMENT PROGRAM**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding with North County Lifeline which will reimburse the City in an amount up to \$12,000 for approved expenses for the 2013 Alternative Court Treatment Program, appropriating these funds to the Police Department; and authorizing the City Manager to execute the Memorandum of Understanding and all required documents.

BACKGROUND

North County Lifeline (NCLL) received grant funds from the California Department of Corrections and Rehabilitation Corrections Standards Authority for the Alternative Court Treatment (ACT) program to provide alternatives to detention for youth in North County. The goal of the ACT program is to reduce juvenile offending by offering an intensive treatment program for youth who are at risk of arrest as a result of behavior problems at school, home and/or in the community, or youth with first-time arrests for non-violent felony offenses. The 2013 ACT program is a renewal of the original 2012 ACT MOU between OPD and NCLL.

ANALYSIS

OPD will partner with NCLL to provide law enforcement services. OPD will refer eligible youth age 12 to 17 to the ACT Program in accordance with the MOU. Additionally, OPD will conduct a minimum of three truancy sweeps and provide an officer representing law enforcement to participate as a member of the ACT Community Assessment Panels. NCLL will reimburse OPD for the hourly-based salary of the officer participating in the Community Assessment Panels, and the overtime and benefits for the officers conducting the truancy sweeps. OPD will also provide arrest, demographic and recidivism data to NCLL as necessary to complete required reports and to evaluate the program's impact.

FISCAL IMPACT

OPD will use the funds as follows:

| <u>Expenditure</u> | <u>Amount</u> | <u>Account #</u> |
|--|----------------------|-------------------------|
| Hourly-based Salary for Officer on Community Assessment Panels | \$7,119 | 500503101.5105 S100727 |
| Overtime for Truancy Sweeps | \$4,836 | 500501101.5120 S100727 |
| Benefits for Truancy Sweeps | \$75 | 500501101.5207 S100727 |
| | | |
| Total Expenditures | \$12,000 | |

| <u>Revenue</u> | <u>Amount</u> | <u>Account #</u> |
|-----------------------|----------------------|-----------------------------|
| Total Revenue | \$12,000 | 500503101.4368.0009 S100727 |

NCLL will reimburse the City of Oceanside for approved expenses. OPD will track expenditures on a monthly basis and bill NCLL accordingly, as well as record the revenue in the assigned accounts. Reimbursement will be deposited into revenue account 500503101.4368.0009 S100727 – Alternative Court Treatment. There is no requirement for matching funds from the City of Oceanside.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission will be advised of this matter at its regular monthly meeting on April 18, 2013.

CITY ATTORNEY'S ANALYSIS

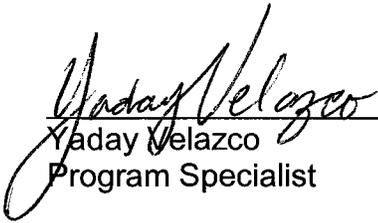
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

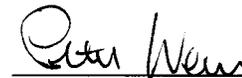
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PREPARED BY:

SUBMITTED BY:



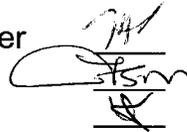
Yaday Velazco
Program Specialist



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank S. McCoy, Chief of Police
Teri Ferro, Financial Services Director



EXHIBITS/ATTACHMENTS

Attachment A – Resolution
Attachment B – Memorandum of Understanding

1 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
2 this _____ day of _____, 2013 by the following vote:

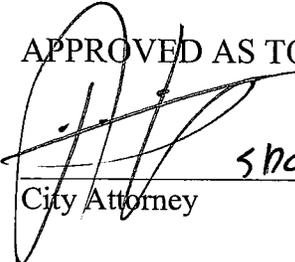
- 3 AYES:
4 NAYS:
5 ABSENT:
6 ABSTAIN:
7

8
9 _____
MAYOR OF THE CITY OF OCEANSIDE

10 ATTEST:

11 APPROVED AS TO FORM:

12 _____
13 City Clerk

14 
15 _____
16 City Attorney

SDCA FOR

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26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE
27 AUTHORIZING APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH
28 NORTH COUNTY LIFELINE FOR THE 2013 ALTERNATIVE COURT TREATMENT
PROGRAM

ATTACHMENT B



ALTERNATIVE COURT TREATMENT (ACT) PROGRAM *Memorandum of Understanding*

BETWEEN

North County Lifeline, Inc.
3142 Vista Way, Ste. 400
Oceanside, CA 92056

and

Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

Lifeline's Alternative Court Treatment (ACT) Program is designed to reduce juvenile offending with emphasis on system improvement/reform and strategies for addressing disproportionate contact. ACT has created a community based system in North San Diego County that offers an alternative to detention/system involvement for youth ages 12 to 17. Youth and their families receive long-term (3-12 months) individual and family services to address each family's unique needs. The treatment plan is determined by a Community Assessment Panel composed of Lifeline, law enforcement, Probation Department, and school staff based upon the nature of the youth's offense and the degree of dysfunction within the family.

The ACT Program fills a regional gap in services by creating a North County "base" to serve these youth and families, alleviating the need to travel back and forth to San Diego (a hardship for many families which contributes to the youth's risk of failure in fulfilling court requirements) and takes an innovative approach to juvenile diversion by offering more intensive services at the front end of the San Diego Comprehensive Strategy continuum. By providing more intensive services to address the causes of the youth's behavior within the *family* context at or prior to the youth's first arrest, the ACT Program aims to create permanent change for the youth, reducing juvenile offending and recidivism over a longer term.

ACT's umbrella of services includes:

- Restorative justice principles (community service, civic leadership, monetary restitution);
- Group and individual counseling for youth;
- Financial education and employment readiness for youth;
- Family counseling;
- Parent services, to include parenting classes, support groups, and coaching from a parent advocate with knowledge of the workings of the juvenile justice system; and
- Referrals to supportive wraparound services within the community for youth, parents, and other family members.

Lifeline and the ACT collaborative partner organizations will work together to identify, assess, treat and monitor the progress of 150 ACT Program youth annually.

More specifically, **Oceanside Police Department** will:

- Refer youth age 12 to 17 picked up by OPD to Lifeline's ACT Program.
- (Possibly) conduct periodic truancy and/or curfew sweeps targeting locations frequented by delinquent youth.
- Participate as a member of the ACT Community Assessment Panels, representing law enforcement.
- Communicate pertinent information regarding referred youth to Lifeline's ACT Program Supervisor.
- Provide input into Multi-disciplinary Team evaluations as requested.
- Provide arrest, demographic, and recidivism data to Lifeline to the extent allowed by applicable law, as necessary to complete required reports and evaluate program impact.
- Maintain confidentiality of client information obtained through service provision.

More specifically, **North County Lifeline** will:

- Provide direct services to include case management; individual, group and family therapy; youth financial education; family support groups; and restorative justice opportunities.
- Connect youth with community service and/or civic leadership projects through Lifeline or other community agencies.
- Maintain a network of community providers who can offer supportive wraparound services to ACT youth and families to maximize their ability to achieve long-term success.
- Adhere to all contract provisions set by the Correction Standards Authority and communicate contract information and requirements to Oceanside Police Department.
- Complete and submit required reports to the Correction Standards Authority on behalf of the ACT Program.
- Submit billing in accordance with CSA's requested timeframes.
- Reimburse Oceanside Police Department up to \$12,000 annually to perform as outlined above.
- Maintain confidentiality of client information obtained through service provision.

The terms and conditions of Lifeline's Contract #CSA 383-11 with the State of California Department of Corrections and Rehabilitation, Corrections Standards Authority County of San Diego are attached hereto for reference. It is expected and agreed that OPD will endeavor to adhere to requirements of this contract, specifically, the "Books and Records" accounting requirements in Exhibit A, Subparagraph E (Contracting Requirements), which requires Oceanside Police Department to:

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final grant project audit under the grant Agreement, and shall be subject to examination and/or audit by the CSA or designees, state government auditors or designees, or by federal government auditors or designees.

Make such books, records, supporting documentations, and other evidence available to the CSA or designees, the Department of General services, the Department of Finance, the bureau of State Audits, their designated representatives, and federal government auditors or designees, during the course of the project and for a minimum of three years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Claims are due to Lifeline by the 10th of every month. Claims that are submitted without appropriate backup documentation as required or requested will be held for reimbursement pending receipt from OPD of documentation which meets the parameters requested by Lifeline.

Oceanside Police Department agrees that it will have no entitlement to Lifeline's worker's compensation benefits.

This MOU will be effective from **January 1, 2013** through **December 31, 2013** and may be renewed on an annual basis as agreed by both parties for up to two years thereafter, depending on contract renewal. Lifeline's ability to fulfill the terms of this subcontract is based upon funding availability.

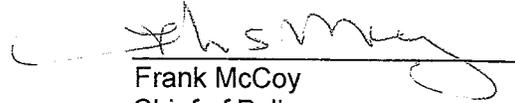
This MOU may be terminated at any time by either party upon thirty (30) days written notice.

We, the undersigned, as authorized representatives of North County Lifeline and Oceanside Police Department, do hereby approve this MOU.

North County Lifeline, Inc.

Oceanside Police Department

Donald Stump
Executive Director



Frank McCoy
Chief of Police

Date

3/4/13

Date

BOARD OF STATE AND COMMUNITY CORRECTIONS

EXHIBIT A

**TITLE II FORMULA BLOCK GRANTS PROGRAM
STANDARD CONDITIONS**

ARTICLE 1. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

ARTICLE 2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE 3. PROJECT COSTS

The BSCC's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants* outlines eligible and ineligible project costs, as well as match and project income requirements. Grantee is responsible for ensuring that all invoices contain only eligible project costs.

ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is solely responsible for the project activities as identified in the Grant Proposal. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds by the BSCC and shall not be deemed to relieve or restrict the Grantee's responsibility.

ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States Department of Justice. Grantee shall at all times comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Use of Grant Funds

Grantee shall expend all grant and matching funds solely for eligible project costs. Grantee shall, upon demand, remit to the BSCC any grant funds and interest or income not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

E. Contracting Requirements

In accordance with the provisions of this Grant Agreement, the Grantee may contract with public or private contractors of services for activities necessary for the program implementation and activities of the project. Grantee agrees that in the event of an inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement.

Grantee assures that for any contract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

Grantee agrees to place appropriate language in all contracts for work on the project requiring the Grantee's contractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designees, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, and federal government auditors or designees, during the course of the project and for a minimum of three years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

ARTICLE 6. PROJECT ACCESS

The Grantee shall insure that the BSCC, or any authorized representative, will have suitable access to the project activities, sites, and staff at all reasonable times during project implementation.

ARTICLE 7. RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documents include copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants and contractors.
- D. The Grantee shall maintain documentation for donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see *Accounting Standards and Procedures for Counties*, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

A. Federal Single Audit Act

If the Grantee expends \$500,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Circular No. A-133 requires non-federal entities that meet the expenditure criteria to have either a single or program specific audit conducted for that expenditure year.

B. Interim Audit

The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Grant Agreement and the completion or termination of the project. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

C. Annual Audit

- 1) Within 120 calendar days of the Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$500,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.
- 2) Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

ARTICLE 9. CHANGES

- A. Grantee shall immediately advise the BSCC of any significant problems or changes arising during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program component contained in the approved Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Agreement. Further, in no event shall changes be authorized for the indirect costs line item that would result in that line item exceeding ten percent (10%) of the grant award.

ARTICLE 10. DISBURSEMENT

The Grantee shall be paid in arrears on invoices submitted to the BSCC on the forms or processes determined by the BSCC, certifying to the accuracy of the reports in accordance with generally accepted governmental accounting principles and BSCC regulations, guidelines, policies, and procedures.

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. For the final project year, at such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 12. TERMINATION

- A. This Grant Agreement may be terminated at any time by the BSCC, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.
- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the BSCC, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
- 1) Substantial alteration of the scope of the grant project without the prior written approval of the BSCC;
 - 2) Refusal or inability to complete the grant project in a manner consistent with the grant proposal or approved modifications;
 - 3) Failure to provide the required local match share of the total project costs;
 - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, record, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 13.

ARTICLE 13. DISPUTES

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a BSCC staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion that may occur concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of BSCC staff, the Grantee may appeal the cause of the dissatisfaction to the Deputy Director in charge of the Corrections Planning and Programs Division of the BSCC. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and:
- state the basis for the dissatisfaction;
 - state the action being requested of the Deputy Director; and,
 - include any documentation related to the cause for dissatisfaction.

- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and:
- state the basis for the dissatisfaction;
 - state the action being requested of the Executive Director; and
 - include any correspondence related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 14. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.