

MEMORANDUM OF AGREEMENT

I. PARTIES TO THE AGREEMENT:

This agreement entered into by the City of Lynchburg, hereinafter called “The City”, the Virginia Department of Juvenile Justice, hereinafter called “DJJ”, and the Lynchburg Court Services Unit, hereinafter called “CSU”.

II. PERIOD OF AGREEMENT:

From January 1, 2004 through June 30, 2004 and renewable in accordance with the Department of Juvenile Justice (DJJ) and the Juvenile Accountability Block Grant (JABG).

III. PURPOSE:

This agreement is designed to enable The City and the Lynchburg CSU to reduce the number of child care days as they relate to minority overrepresentation in secure detention by enhancing and expanding alternatives to secure detention in accordance with DJJ’s juvenile detention alternatives initiative and a Juvenile Accountability Block Grant (JABG) award to DJJ from the Virginia Department of Criminal Justice Services. The purpose of this agreement is to describe the contractual relationship under which the City is to operate community/neighborhood based Reporting Centers to provide certain specified services to juvenile offenders referred by the Lynchburg Court Services Unit and the 24th District Juvenile and Domestic Relations Court.

IV. DESCRIPTION OF THE PROGRAM AND SERVICES TO BE PROVIDED:

A. Target Population

This structured program will serve juveniles under the jurisdiction of the Lynchburg Juvenile and Domestic Relations Court and Lynchburg Court Service Unit. Juveniles entering the program will be males and females between the ages of 10 and 17 years. The target capacity for the program shall be twelve (12) participants with a maximum of eighteen (18). The program will be available to juveniles who reside in the City of Lynchburg and are before the court for any detainable offense, with an emphasis on minority juveniles who reside in high crime areas. Program participants must complete a sixty to ninety day cycle.

B. Program Goals

The program will be highly structured, neighborhood-based, day/evening reporting centers. Emphasis will be placed on accountability, and competency development. The program will focus on academic improvement, employability,

decision making and problem solving skills, through education, small group activities, work and volunteer opportunities.

The goals of the program are:

1. To increase alternatives to detention for the Court and Court Services Unit;
2. To reduce the utilization of secure detention by providing highly structured neighborhood/community-based alternative services;
3. To reduce the number of child care days in secure detention for minorities before the Juvenile and Domestic Relations Court;
4. To achieve a 90% program participation rate;
5. To reduce factors that interfere with a juvenile's ability to successfully comply with the rules of supervision; and
6. To develop neighborhood partnerships and agreements for programs and services.

C. Program Design

The program shall consist of reporting centers that are neighborhood/community based. The center sites will be located in the neighborhoods with the greatest need, i.e. where significant numbers of juveniles in the target population reside. The hours of operation will be from 3:30 p.m. to 7:00 p.m. Thursday, Friday, Saturday, Sunday and Monday. These hours may be extended based on need, desires of participants and resource availability. An evening meal will be provided in accordance with relevant standards for non-residential programs. Program participants will participate in other activities provided by the center as appropriate, as well as other community activities that are available. Transportation will be provided as needed.

Juveniles shall be referred to the program via a referral from the supervising intake officer or an order from the Court. The supervising probation officer shall provide the program upon referral with current background information, service plan objectives and any other evaluation and/or assessment information available.

Outreach detention staff will collaborate with the CSU probation staff, family and the youth to develop individual service plans.

Each program participant shall have an individual case file that includes all demographic information, service plans and the referral information completed by the supervising probation officer.

Outreach Detention Aides will be hired through the City of Lynchburg's selection process and will be subject to all the necessary background checks as required by the Department of Juvenile Justice. Staff will be under the supervision of City of Lynchburg's Juvenile Services Outreach Detention.

Outreach Detention staff, in coordination with Outreach Detention Aides and Center staff, will monitor school attendance and behavior and will provide the court and/or supervising probation officer with monthly written reports on the juvenile's behavior and performance while in the program.

Participants will be considered to have successfully completed the program if they meet all of the goals outlined in their service plan. Any youth having more than 3 unexcused absences from the program will be terminated.

Participants can be terminated from the program for the following reasons:

- Assault of staff or peer
- Alcohol or drug usage
- Inappropriate sexual behavior
- Any restrictions placed by the courts that will not allow the juvenile to actively participate in program activities.
- Possession of weapons.
- Excessive violation of program rules.

If violations occur while in the program the juvenile is to be charged with violation of court order, which may result in the juvenile being detained.

The Core Program Elements may include, but are not limited to the following:

Supervision through Outreach Detention: Youth enrolled in the program will be eligible for participation in the Outreach Detention Program depending upon the level of risk posed by the youth.

Tutoring and Educational Support: Youth will participate in tutoring services currently being provided by the community centers. Additional educational support provided by the Outreach Detention Aides will include monitoring classroom behavior and assignments, attending school meetings as appropriate, ensuring parental support as appropriate.

Case management services: Case management will be provided by the Outreach Detention Aides to ensure compliance with the service plans.

Group sessions: Topics for group sessions shall include employment preparation, decision making and problem solving, effective communication, life skills, parenting (if needed) and substance abuse education. Group sessions will be provided by qualified Juvenile Services staff who currently conduct group sessions for the Day Services Program.

Community services: Youth will be required to plan and participate in at least one community service related activity while enrolled in the program. They will also be required to complete any court-ordered community service

obligation, if feasible during the time they are enrolled in the program. Program participants will also participate in other community sponsored service activities.

Recreational opportunities: Youth will be provided opportunities to participate in recreational and other activities currently being provided by the community centers.

Mini-grant Program

The mini-grant program will be modeled after a very successful program funded through the “Weed and Seed” grant awarded the City of Lynchburg in 1997. Funds will be made available to participating neighborhood groups in order to develop specific programs and services to meet the needs of the participants, i.e. employment preparation training, parenting skills, group resources (videos, workbooks), meals, transportation, etc. These funds will also be used to support the centers while open during non-traditional hours. Each participant will be required to sign a contract with the City of Lynchburg outlining the requirements for the disbursement of funds. Each participant will be required to submit monthly progress and financial reports. Financial reports must contain documentation of cumulative expenditures. They must also agree to maintain books, records, documents and other evidence pertaining to the costs and expenses that will properly reflect all net costs associated with the programs/services provided. They must agree to make available all program records upon request by the City of Lynchburg.

D. Program Management/Organizational Capability

The program shall be administered by the City of Lynchburg as part of its Virginia Juvenile Community Crime Control Act (VJCCCA) and be under the direct supervision of the Director of Juvenile Services. The program shall be funded through a grant to the Department of Juvenile Justice. The continuance of the program shall be dependent upon continue funding by the Department of Juvenile Justice and at the discretion of the City of Lynchburg.

All services shall be provided in compliance with the Department of Juvenile Justice Standards for Non-residential Services and shall conform to all applicable federal, state and local statues and ordinances.

E. Required Reporting for Program Evaluation

Success will be measured and determined by the number of program participants who appear for their court appearance, the number of participants who do not re-offend while in the program and a reduction in the number of

detention child care days as a result of overrides as compared to the previous year's numbers.

The program shall develop and maintain information required for the evaluation of program utilization, activities and effectiveness. Outcome measures shall be developed in conjunction with program staff, CSU, community/neighborhood stakeholders and DJJ representatives. All program participants will be entered by the provider into the DJJ Community Programs Report (CPR) automated data system to facilitate outcome tracking of participants and utilization management for the program. A quarterly progress report shall be submitted to DJJ no later than the 5th working day following the close of each quarter to include the following information:

- Daily number of juveniles entered during the quarter;
- Number of juveniles admitted during the quarter;
- Number of juveniles discharged during the quarter and the nature of the discharge (e.g. successful completion, termination due to non-compliance/violation of program rules as described in Paragraph IV, Section C. above), termination due to new delinquent offense, other reasons (to be specified);
- Number of juveniles detained due to overrides as compared to historical data;
- Number of participating juveniles detained during the quarter and duration of detention;
- Number of referrals made to community agencies;
- Description of program sponsored community service projects held during the quarter and the number of juveniles participating;
- Number and description of community events in which juveniles participated; and
- Significant events (e.g. change in program staff).

V. LOCATION OF SERVICES:

The exact location of services is to be determined after an analysis of the data and ongoing dialogue with community stakeholders. Potential sites include:

Daniels Hill Neighborhood – Fellowship Community Outreach Center,
1816 Bedford Avenue, Lynchburg, VA 24503
Whiterock Hill Neighborhood – Whiterock Education Center, 2101 Grace
Street, Lynchburg, VA 24502
Jubilee Family Development Center, 1512 Florida Avenue, Lynchburg,
VA 24502

These sites are established community/recreational facilities with strong linkages to the City's Parks and Recreation Department. There are operated by a Board of Directors and have all recognized as 501C3 non-profit, incorporated organizations.

These sites also have established partnerships with Lynchburg City Schools for their after school programs, programs through the Workforce Investment Board, the United Way and the Community Development and Block Grant through the City of Lynchburg.

VI. CONFIDENTIALITY:

The City of Lynchburg, the Department of Juvenile Justice and the Lynchburg Court Service Unit agree to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender information.

VII. PRICING AND PAYMENT TERMS:

The monthly program budget shall consist of \$7,250 in grant funds from the Department of Juvenile Justice. Payments to the City of Lynchburg will be made quarterly, on a reimbursement basis contingent on successful operation of the program and submission of request for funds to DJJ. Documentation of successful program operation shall be through enrollment of juveniles in the DJJ Community Programs Reporting System (CPR) and submission of progress reports detailing program activities as described in Paragraph IV. Section E., above.

In addition to the above monthly budget, the City may invoice for reasonable, one-time start-up costs associated with the initiation of this program, not to exceed \$15,000 based on submission of an itemized description of such purchases.

VIII. TERMS AND CONDITIONS:

- A. AUDIT:** The City of Lynchburg will retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DJJ, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. APPLICABLE LAWS AND COURTS:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City of Lynchburg shall comply with all applicable federal, state and local laws, rules and regulations.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that both parties shall be bound hereunder only to the extent of the funds availability or which may hereafter become available for the purpose of this agreement.

D. CANCELLATION OF AGREEMENT: The parties to this agreement may terminate this agreement, in part or in whole, without penalty, upon 30 days written notice. Any agreement cancellation notice shall not relieve the City of Lynchburg of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation or relieve DJJ from paying for services rendered prior to the date of cancellation.

E. CHANGES TO THE AGREEMENT: The parties may agree in writing to modify the scope of the agreement. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of a written agreement to modify the scope of the agreement.

F. DEFAULT: Failure to deliver goods or services in accordance with the agreement terms and conditions shall be cause for DJJ, after due oral or written notice, to procure services from other sources and hold the City for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which DJJ may have.

G. DRUG FREE WORKPLACE: The City of Lynchburg acknowledges and certifies that it understands that the following acts by the City, its employees, and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs except the use of drugs for legitimate medical purposes.

The City further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

H. BACKGROUND INVESTIGATIONS: The City of Lynchburg will certify that a background investigation has been completed on staff hired under this agreement, in accordance with statutory requirements.

I. RENEWAL OF AGREEMENT: This agreement may be renewed on an annual basis by upon written agreement of both parties. The maximum term of the agreement with all renewals shall not exceed five years. Any changes in the terms of the agreement and the pricing will be negotiated at the time of renewal and included in the renewal document signed by the parties.

The City of Lynchburg:

By: _____

Title: _____

Date: _____

Department of Juvenile Justice

By: _____

Title: _____

Date: _____

24th District Court Service Unit

By: _____

Title: _____

Date: _____