DATE: April 21, 2014

TO: City Council

FROM: Ken Klopman, Youth Safety Coordinator
City Manager’s Office

SUBJECT: Fourth Amendment to Agreement for Gang Intervention Street Outreach

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Fourth Amendment to the Agreement for Gang Intervention Street Outreach with City Impact, Inc. (Agreement No. 5508-11-PO) to increase the agreement value by $99,000 to a total agreement value of $456,197.

DISCUSSION

This is the Fourth Amendment to the Agreement for Gang Prevention Street Outreach that City Council approved on February 5, 2013. This amendment will add $99,000 to the agreement with City Impact, Inc. to provide for additional street outreach staff hours and case management ($64,267), additional gang intervention and outreach training ($8,780), additional office expenses ($4,023), a vehicle lease and mileage ($15,000), and increased indirect costs ($6,930).

FINANCIAL IMPACT

This agreement is funded by the California Board of State and Community Corrections (BSCC) California Gang Reduction, Intervention, and Prevention (Cal-GRIP) grant.

(kk)

Attachment #1 - Prior Agreement and Amendments for Gang Intervention Street Outreach
Attachment #2 – Fourth Amendment to the Agreement for Gang Intervention Street Outreach
FOURTH AMENDMENT TO AGREEMENT FOR GANG INTERVENTION STREET OUTREACH

This Fourth Amendment ("Fourth Amendment") to the Agreement for Gang Intervention Street Outreach ("Agreement") is made and entered into in the County of Ventura, State of California, effective as of April 16, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and City Impact ("Consultant"). This Fourth Amendment amends the Agreement entered into on August 1, 2011, by City and Consultant. The Agreement previously has been amended on October 1, 2012 by a First Amendment, on December 21, 2012 by a Second Amendment, and on February 14, 2013 by a Third Amendment.

City and Consultant agree as follows:

1. In Paragraph 14a. of the Agreement, the amount of "$357,197" is deleted and replaced with the amount "$456,197".

2. Exhibit C-2 is deleted and replaced with Exhibit C-3 and the reference to "Exhibit C-2" in Paragraph 14 of the Agreement is replaced with "Exhibit C-3", which is attached hereto and incorporated by this reference in full herein.

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

Tim Flynn, Mayor

CONSULTANT:

Betty Ham, President
City Impact, Inc.

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Grace Magistrale-Hoffman, Deputy City Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager
Cal GRIP Gang Intervention-Street Outreach Program
City Impact, Inc.

EXPENSES

<table>
<thead>
<tr>
<th>A. Staff Salaries</th>
<th>Rate</th>
<th>Hours</th>
<th>TOTAL</th>
</tr>
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<tr>
<td>Outreach Specialists</td>
<td>$18</td>
<td>6,879</td>
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<td>Outreach Coordinator</td>
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<th>B. Training</th>
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<th>C. Office &amp; Supplies</th>
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<th>D. Transportation</th>
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<table>
<thead>
<tr>
<th>E. Indirect Costs</th>
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</thead>
<tbody>
<tr>
<td>Calculated at a US Dept. Education rate of 7%</td>
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<td>$18,270</td>
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</table>

TOTAL Expenses: $456,197
FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of October, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and City Impact, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on August 1, 2011, by City and Consultant.

City and Consultant agree as follows:

1. Effective October 1, 2012, Exhibit A is deleted and replaced with Exhibit A-1 and the reference to "Exhibit A" in Section 1 of the Agreement is replaced with "Exhibit A-1", which is attached hereto and incorporated by this reference in full herein.

2. Effective October 1, 2012, Exhibit C is deleted and replaced with Exhibit C-1 and the reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-1", which is attached hereto and incorporated by this reference in full herein.

3. In Section 14 of the Agreement, the figure "$159,503" is deleted and replaced with "$177,197".

4. The following is added to Section 14 of the Agreement: "f. Expenses incurred by the Consultant to provide clothing and equipment to Street Outreach Specialists that is specifically authorized and approved as part of a grant budget, will be reimbursed to the Consultant in addition to the compensation listed in Exhibit C-2."

5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

Karen R. Burnham
Interim City Manager

CONSULTANT:

Betty Ham, President
City Impact, Inc.

APPROVED AS TO INSURANCE:

James Cameron
Risk Manager

APPROVED AS TO FORM:

Alan Holmberg
City Attorney

APPROVED AS TO CONTENT:

Grace Magistrale Hoffman
Project Manager

ATTACHMENT 1
PAGE 1 OF 13
INTRODUCTION

a. General Description

i. The following duties and activities will serve as the scope of work for City Impact, Inc. (Consultant) for the implementation of gang intervention services as part of the City of Oxnard’s ‘Operation PeaceWorks’. These services will be provided in a target area defined in a California Gang Reduction, Intervention and Prevention (CalGRIP) grant which funds ‘Operation PeaceWorks’, as the Cities of Oxnard and Port Hueneme and the unincorporated area of El Rio.

ii. The City of Oxnard’s gang reduction efforts seek to bring about significant, long-term reductions in gang activity and improve overall community health through collaborative efforts at local, state, and federal levels.

b. Consultant Responsibilities

i. Consultant will provide gang intervention services that will utilize a two-pronged approach, integrating both Community-Based Gang Intervention and Individualized Service Provision.

1. Community-Based Gang Intervention is defined as violence interruption and crisis response activities conducted by the organization. This includes engagement with law enforcement, parents, community members, and other community stakeholders regarding specific gang-related confrontations, referring potential gang members for wrap-around services (as defined under Individualized Service Provision), working to mediate and diffuse conflict and tensions, and actively promote peace-building with active gangs impacting the designated target area.

2. Individualized Service Provision includes individualized assessment and referrals and follow-up to engage youth in counseling, academic and vocational education, job training and placement, and other linkages to programs in the community. Focus of this objective will be gang members or gang-involved youth and young adults ages 12-24 (target population can be lower/higher and will be determined on a case-by-case basis) who are ready to leave the gang life.
These two components are to be integrated into one cohesive program and requires the Consultant to collect and manage both process and outcome data. From the outset, the Consultant will work with the Gang Reduction Coordinator to submit program data in a timely manner.

II. Community-Based Gang Intervention: Violence Interruption and Crisis Response

a. Community-Based Gang Intervention will focus on responding to gang-related incidents and confrontations in the target area. Consultant will maintain a 24-hour, 7-day a week schedule to dispatch a Street Outreach Specialist to calls regarding gang-violence confrontations such as shootings, aggravated assaults, homicides, and other violent incidents, within a time to be specified, after receiving notification from the Oxnard Police Department (OPD), the Port Hueneme Police Department (PHPD), or the Ventura County Sheriff’s Office (VCSO), the Gang Reduction Coordinator, the City Manager’s Office, or the community. The role of the responding Street Outreach Specialist(s) will include, but not be limited to:

i. Diffusing tensions by talking to other gang members in the area while assisting in rumor control.

ii. Providing accurate incident-related information to community members, providing resource information, attending community meeting(s) related to the incident, and community activities to mitigate any violent and non-violent repercussions of the gang related offense.

iii. Engaging potential clients who are gang-involved or gang affiliated, and referring them into the Individualized Service Provision component.

iv. Developing a relationship with target area schools and school resource officers.

v. Creating a basic dialogue with gangs and their gang members in the target area. The Consultant will identify local conflicts between gangs and the history of rivalries and alliances within the local neighborhood gangs.

vi. Working to create and maintain non-violent relationships between gangs in target area.

vii. Mitigating the influences of gang members who intentionally disrupt intervention activities.

b. The Consultant will also provide supportive services to victim’s families and friends. Support services will be provided through initial contact with victim’s families and friends at the scene of an incident or at a time and location chosen by the victim’s family and friends. These services may include but are not limited to the following, which will be subject to an established protocol:
i. Providing input, if requested, during the family’s planning of activities such as memorials, funerals, or vigils for the victim.

ii. Accompanying the victim’s family members to the hospital and assisting with follow-up services.

iii. Referring the victim, the victim’s family members, and/or friends to appropriate programs for more intensive services if the organization or collaborative does not offer these services including, but not limited to, victims’ assistance, case management, healthcare services, mental health services, anger management, drug rehabilitation, job training and placement, support groups, tattoo removal, etc.

iv. Following-up with victims, the victim’s family members, and/or friends to ensure that they receive services.

v. Maintaining contact with members of the victim's family for at least 30 days after a violent incident to ensure intensive services are provided to them.

vi. The Consultant will provide an incident report and follow-up plan to the Gang Prevention Coordinator within a time to be specified. Portions of the report that contain private information must be maintained as confidential. The incident report and follow-up plan should include the following information, the gathering of which will be according to established protocol:

1. Basic incident information, including victim(s) involved in the incident, time and location of incident, family information, and related descriptive information

2. Plan of action to specify staff members' responses to diffuse intra- and inter-gang tension and prevent follow-up incidents.

3. Descriptive information on the incident, to the extent available. Particularly information about the dynamics of the incident and pre-incident gang activity and possibility of post-incident activity.

4. Plan of action to interrupt inter-gang conflict.

5. Provide information that might assist a victim and his/her family in escaping from the neighborhood cycle of violence through activities such as change of residence, school relocation, job opportunities, rehabilitation services, and case management.

6. Linkages made to partner organizations and the specific outcomes of those referrals, such as Job and Career Centers for job training and placement.
c. The Consultant will also be required to submit to the Gang Reduction Coordinator a monthly status update report. This report will provide an update on the incident, including information on the status of the victim's family.

III. Individualized Service Provision

a. The focus of this service will be on gang members or gang-involved youth and young adults ages 12-24 (target population can be lower/higher and will be determined on a case-by-case basis) who desire to transition out of the gang life.

b. The Consultant will refer a minimum of fifty (50) clients to services. These referrals will be for gang-involved youth and young adults that did not attend a community “Call-In”.

c. The Consultant will work closely with the Gang Reduction Coordinator and a number of referral agencies including schools, parents, community-based organizations, the Ventura County Probation Agency, the California Department of Corrections and Rehabilitation, the Oxnard and Port Hueneme Police Departments and the Ventura County Sheriff’s Office to identify appropriate gang-involved youth or young adults in the target area. Services to these gang-involved youth or young adults may include, but are not limited to: jail outreach, relocation and transition services, job training and placement, educational support and services, tattoo removal, referrals to housing, healthcare services, mental health services, anger management, support groups, substance abuse treatment, etc. If services are not available through the Consultant, staff will refer clients to other organizations that can effectively serve this target population.

d. The Consultant will provide a Street Outreach Coordinator to serve as a case manager for attendees of a community or Juvenile Facility “Call-In” that do not qualify for services by the OPW companion CalGRIP grant funded through EDD called “Transformation Works”. The role of case manager for these youth will consist of encouraging them to enter the City Corps program, assisting them in remaining in the program and keeping track of their progress.

e. The Consultant must collaborate fully with the Gang Reduction Coordinator and any evaluation team that may be utilized by the City. Collaboration requires open access to data sources and the timely submission of necessary evaluation data in a form to be specified. The Gang Reduction Coordinator and the evaluation team will maintain confidentiality of all data sources. Crime statistics will also be collected through the partner law enforcement agencies.

IV. Core Service Parameters

a. The Consultant will:

   i. Provide violence interruption and crisis response activities and individualized service provision as detailed above.
ii. Participate in *Operation PeaceWorks* (OPW) meetings and multidisciplinary participant review and case conferences. OPW participant reviews and case conferences require information sharing and coordination of services. Case management will ensure that services are delivered effectively to clients.

iii. The Consultant will actively participate in data collection and project management training that will be provided by the Gang Reduction Coordinator. Such training will ensure accurate collection and organization of process and outcome data.

V. Outcome Goals

   a. The primary outcome goals of the Gang Intervention Program are:

      i. Reduce criminal behavior and violence in the target area.

      ii. Reduce community residents' fear of crime, intimidation, and victimization while improving neighborhood cohesion and increasing perceptions of community safety (i.e., active community use of public and private spaces, such as parks, recreation fields, and similar areas).

      iii. Reduce victimization and criminal conduct of clients who receive services in the target area.

   b. Grant-related performance measures:

      i. In late 2012, 70% of gang involved youth incarcerated in the Juvenile Facility will know what Street Outreach Specialists are when surveyed by the Probation Agency:

      ii. When surveyed, 75% of gang members participating in *Operation PeaceWorks*, who have been assigned a Street Outreach Specialist as a case manager, will report that their Street Outreach Specialist is an important person in their lives.

      iii. The Consultant will seek to contact at least 1000 gang members or gang-involved persons during the course of the contract, as a cumulative total of all activities.

      iv. The Consultant will refer 50 youth to services over the course of the contract.

VI. Staffing

   a. Consultant will provide a minimum of 100 hours per week of Street Outreach Specialist time for a contract minimum total of 6,660 hours Specialist time and 1,011 hours of Coordinator time.
City of Oxnard  
Gang Intervention - Street Outreach  
Budget - Exhibit C-1

Cal GRIP Gang Intervention-Street Outreach Program  
*City Impact, Inc.*

**EXPENSES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Hours</th>
<th>TOTAL</th>
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<tr>
<td><strong>A. Staff Salaries</strong></td>
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<tr>
<td><strong>B. Staff Benefits 18%</strong></td>
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<tr>
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<td><strong>C. Staff Salaries</strong></td>
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<td>Street Outreach Worker (.75 FTE)</td>
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<td><strong>D. Staff Benefits 9.65%</strong></td>
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<td>9.65% of Personnel Costs: Taxes, SUI, W/C, OASDI, Medicare, SSI</td>
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<td><strong>Total Staff Benefits:</strong></td>
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<td><strong>E. Cell Phones</strong></td>
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<td><strong>G. Indirect Costs (7% of grant $164,203)</strong></td>
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<td><strong>TOTAL Expenses:</strong></td>
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<td>$175,697</td>
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</table>
City of Oxnard
Gang Intervention - Street Outreach
Budget – Exhibit C-1, Page 2

**Staff Salaries** - $113,220: (3) Street Outreach workers ($21/hr x 30 hrs/wk x 17 months x 1 Outreach worker, $15/hr x 30 hrs/wk x 17 months x 2 Outreach workers). Street Outreach worker (part-time): This item represents the salary of the part-time Street Outreach workers who will provide direct services to program participants. Street Outreach workers will be directly supervised by the Project Coordinator.

**Staff benefits** - $14,817: calculated at a rate of 18% of salary for one Outreach worker and includes: State Unemployment Insurance (1%), MC/SS (7.65%), health (5.35%), worker’s compensation (1%) and retirement (3%); and 9.65% of salary for two Outreach workers and includes: State Unemployment Insurance (1%), MC/SS (7.65%), worker’s compensation (1%).

**Cell Phone** - $781: ($17.35/phone x 3 phones x 15 months = $880), this item represents monthly cell phone for project personnel.

**Contractual Services** - $35,385: ($35/hour x 1,011 hours = $35,385), this item represents the sub-contract between City Impact and Socorro Gamboa for Project Coordinator services.

**Indirect Costs** - $11,494: (7% of $164,203 = $11,494), this item represents the indirect costs associated with the program. Indirect costs are calculated at a rate of 7% of direct costs; the authorized rate as determined by the United States Department of Education Agreement Number 2008-129.
FIRST AMENDMENT TO AGREEMENT FOR GANG INTERVENTION STREET OUTREACH

This First Amendment ("First Amendment") to the Agreement for Gang Intervention Street Outreach ("Agreement") is made and entered into in the County of Ventura, State of California, effective as of December 31, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and City Impact ("Consultant"). This First Amendment amends the Agreement entered into on August 1, 2011, by City and Consultant.

City and Consultant agree as follows:

1. In Paragraph 12 of the Agreement, the date “December 31, 2012” is deleted and replaced with the date “December 31, 2014”.

2. In Paragraph 14a. of the Agreement the amount of “$159,503” is deleted and replaced with the amount “$339,503”.

3. In section V. Outcome Goals, point “b” of Exhibit A of the Agreement, “Grant-related performance measures” points “i to iv” are deleted and replaced with “i. In each of the two years, the Street Impact Team (SIT) will contact 2,000 target youth, 500 parents, and 150 businesses. ii. In each of the two years SIT will follow-up with 500 target youth. iii. In each of the two years, SIT will refer 650 youth to services. iv. Consultant will establish working relationships with all target area middle and high schools.”

4. In section VI. Staffing, point “a” of Exhibit “A” of the Agreement, “The consultant will provide a minimum of 75 hours per week of Street Outreach Specialist time for a contract minimum total of 7,800 hours” is deleted and replaced with “The consultant will provide a minimum of 3,900 annual hours for the years 2013 and 2014.”

5. In Exhibit “B” of the Agreement, bullet point III, the date “December 31, 2012” is deleted and replaced with the date “December 31, 2014”.

6. In Exhibit “B” of the Agreement, bullet point III, the date “April 1, 2012” is deleted and replaced with the date “December 31, 2013”.

7. In Exhibit “B” of the Agreement, bullet point III, points “a, b, c, and d” are deleted and replaced with “a. In each of the two years, the Street Impact Team (SIT) will contact 2,000 target youth, 500 parents, and 150 businesses. b. In each of the two years SIT will follow-up with 500 target youth. c. In each of the two years, SIT will refer 650 youth to services. d. Consultant will establish working relationships with all target area middle and high schools.”

8. As so amended, the Agreement remains in full force and effect.
THIRD AMENDMENT TO AGREEMENT FOR GANG INTERVENTION STREET OUTREACH

This Third Amendment ("Third Amendment") to the Agreement for Gang Intervention Street Outreach ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of February, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and City Impact ("Consultant"). This Third Amendment amends the Agreement entered into on August 1, 2011, by City and Consultant. The Agreement previously has been amended on October 1, 2012 by a First Amendment and by a Second Amendment on December 31, 2012.

City and Consultant agree as follows:

1. In Paragraph 14a. of the Agreement the amount of "$339,503" is deleted and replaced with the amount "$357,197".

2. Exhibit C is deleted and replaced with Exhibit C-2. The reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-2", which is attached hereto and incorporated by this reference in full herein.

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

[Signature]
Karen R. Burnham, Interim City Manager

CONSULTANT:

[Signature]
Betty Ham, President
City Impact, Inc.

APPROVED AS TO FORM:

[Signature]
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

[Signature]
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

[Signature]
Jeri Williams, Chief of Police
THIRD AMENDMENT TO AGREEMENT FOR GANG INTERVENTION STREET OUTREACH

This Third Amendment ("Third Amendment") to the Agreement for Gang Intervention Street Outreach ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of February, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and City Impact ("Consultant"). This Third Amendment amends the Agreement entered into on August 1, 2011, by City and Consultant. The Agreement previously has been amended on October 1, 2012 by a First Amendment and by a Second Amendment on December 31, 2012.

City and Consultant agree as follows:

1. In Paragraph 14a. of the Agreement the amount of "$339,503" is deleted and replaced with the amount "$357,197".

2. Exhibit C is deleted and replaced with Exhibit C-2. The reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-2", which is attached hereto and incorporated by this reference in full herein.

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

Karen R. Burnham, Interim City Manager

CONSULTANT:

Betty Ham, President
City Impact, Inc.

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

John Williams, Chief of Police
City of Oxnard  
Gang Intervention – Street Outreach  
Budget – Exhibit C-2  

Cal GRIP Gang Intervention-Street Outreach Program  
City Impact, Inc.  

EXPENSES

A. **Staff Salaries**  
   | Rate | Hours | TOTAL  
   |------|-------|-------|  
   | $18  | 6,879 | $123,815  
   | $35  | 767   | $26,845  
   | $20  | 9,000 | $180,000  
   |      |       | **$330,660**  

B. **Training**  
   Training of Outreach Specialists  
   $9,220  
   $9,220  

C. **Supplies**  
   Printing, paper and office supplies  
   $5,977  
   $5,977  

D. **Indirect Costs**  
   Calculated at a US Dept. Education rate of 7%  
   $11,340  
   $11,340  

**TOTAL Expenses:**  
$357,197