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July 11, 2006

Oakland Life Enrichment Committee
Oakland, CA

RE: A Report and Recommendation from Safe Passages to Adopt a Resolution Authorizing The Creation Of The Youth Ventures Joint Powers Authority For Children And Youth Issues Between The City Of Oakland, Alameda County, And The East Bay Community Foundation

Dear Chairperson Chang and Members of the Committee:

The Rules and Legislation Committee on June 1, 2006 approved the Safe Passages request to present a Report and Recommendation for the Creation of the Joint Powers Authority Agreement (JPA) for Children and Youth Issues.

Safe Passages has submitted the attached Report, Resolution and Draft Agreement. As City Council considers this JPA model, the same document has been approved on June 27, 2006 by County Board of Supervisors. Both the City of Oakland and the Alameda County attorneys have provided input into this draft agreement. The Oakland Unified School District is considering the agreement, as well.

FORWARDED TO THE LIFE ENRICHMENT
COMMITTEE:



Office of the City Administrator

Item _____
Life Enrichment Committee
July 11, 2006



TO: Life Enrichment Committee
Chairperson Chang & Committee members

ATTN: Deborah Edgerly

FROM: Josefina Alvarado Mena, Executive Director Safe Passages

DATE: July 11, 2006

RE: A Report and Recommendation from Safe Passages to Adopt a Resolution Authorizing the Creation of the Youth Ventures Joint Powers Authority for Children and Youth Issues Between the City of Oakland, Alameda County, and the East Bay Community Foundation.

SUMMARY

This report summarizes a joint proposal from the Safe Passages board for the creation of the Youth Ventures Joint Powers Authority (JPA) as the preferred structure for continuing and institutionalizing the expanded work of Safe Passages. The proposed initial signatories to the agreement include: the County of Alameda, the City of Oakland, the Oakland Unified School District and the East Bay Community Foundation. A decision to join the Youth Ventures JPA does not commit the City of Oakland to any long term fiscal commitment. All partners to the Youth Ventures JPA are “at will” and can withdraw from the partnership at any time.

FISCAL IMPACTS

The City of Oakland has been a main partner in the work of Safe Passages since inception in 1996. Safe Passages was founded under the Robert Wood Johnson Foundation’s (RWJF) Urban Health Initiative (UHI), a ten year initiative in five urban cities across the United States. The goal of the initiative was to systematically improve the health and safety of children in urban centers.

Subsequently, as a condition for the RWJF’s UHI investment of approximately \$1 million/annual funding for Oakland, the foundation required that public entities serving children partner in service delivery. In addition, public partners were to contribute to the core operations of the initiative.

It is estimated that last year alone, Safe Passages leveraged its \$1.4 million budget into \$14 million in new programmatic funding for the City of Oakland’s children and youth. This represents a 912% return on investment for the collaborative partners.

The City of Oakland, along with the County of Alameda and the Oakland Unified School District each contributed \$150,000 annually to the core function of the initiative. The creation of a Youth Ventures JPA would not create new fiscal responsibilities for the city.

Rather, it would continue its current commitment of \$150,000 annually. In addition, the City of Oakland would not fund services for cities other than Oakland.

For FY 2006-07, the City's contribution would continue to be both in-kind and cash contributions valued at \$150,000.

BACKGROUND

Safe Passages was founded when Oakland was chosen as one of five urban cities in 1996 to participate in the Urban Health Initiative of the Robert Wood Johnson Foundation designed to improve the health and safety of children. The focus of Safe Passages was to create large scale systems change to improve public system service delivery. To this end, Safe Passages developed an unprecedented partnership in Oakland among the city government, the County of Alameda, the Oakland Unified School District (OUSD), the East Bay Community Foundation (EBCF), and a variety of community-based organizations.

The Safe Passages Board of Directors includes elected county, city, and school district officials, as well as agency directors, high level administrators, and community leaders. Today over 65 governmental agencies, community service providers, schools, early childhood centers, and philanthropic organizations work together under the Safe Passages umbrella to design, fund, implement, and evaluate programs for poor and vulnerable families in Oakland, particularly those *exposed to community violence*.

Safe Passages Board of Directors

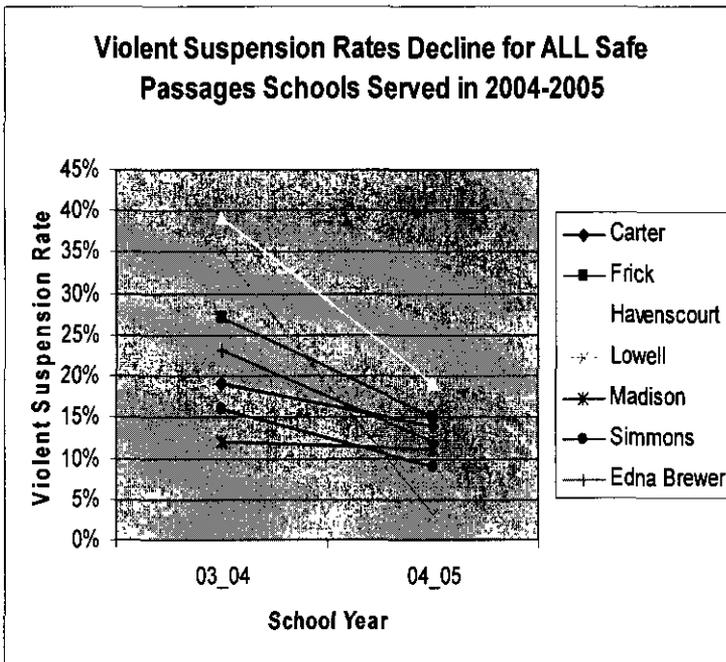
Josefina Alvarado-Mena, Executive Director
Dave Kears, Chair, Alameda County health Care Services Agency Director
Hon. Keith Carson, Alameda County Board of Supervisors
Hon. Nate Miley, Alameda County Board of Supervisors
Hon. Jane Brunner, Oakland City Council Member
Hon. Jean Quan, Oakland City Council member
Hon. Dan Siegel, School Board Member, Oakland Unified School District
Donald Blevins, Probation Chief Alameda County
Chet Hewitt, Director Alameda County Social Service Agency
Mike Howe, President, East Bay Community Foundation
Dr. Harold Mayberry, Reverend, First African Methodist Episcopal Church
Susan Muranishi, Alameda County Administrator
Cheryl A.P. Thompson, Assistant City Administrator, City of Oakland
Wayne Tucker, Chief of Police, Oakland Police Department
Kirsten Vital, Chief of Community Accountability, Oakland Unified School District
Andrea Youngdahl, Director, City of Oakland Department of Human Services

Safe Passages Strategies and Programs

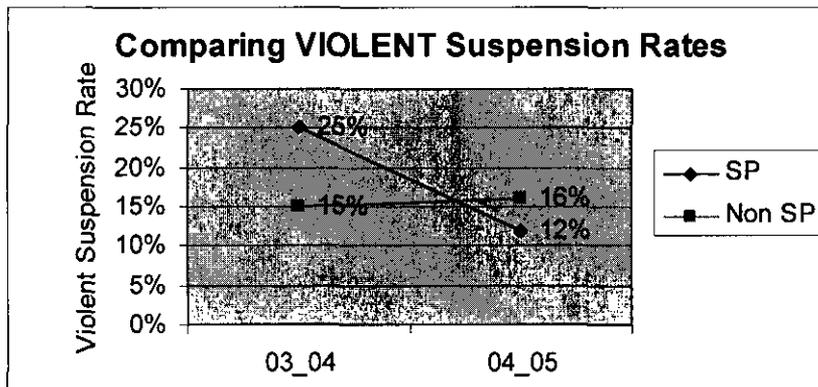
Safe Passages has developed health-and safety-related strategies for children and youth that are data-driven, research-based, and proven best practices. Prior to implementing three of its current strategies, Safe Passages spent two years conducting a thorough literature review, visiting various cities, and administering surveys to identify effective models to replicate locally. Finally, the following violence prevention strategies were identified to address the unique needs of Oakland:

- (1) Early Childhood Initiative** – Promotes collaboration between multiple public systems and non-profit providers to create a city-wide safety net for children, from birth through pre-school, who are exposed to community and domestic violence. All public childcare teachers receive training on implementing a violence prevention curriculum and identifying children exposed to violence. Police officers are also trained on how to work with children at crime scenes. **In 2005, nearly 6,000 children were being taught the curriculum at all 77 public childcare sites across Oakland, over 2,500 children and families had received mental health services, and over 400 officers had been trained.** This strategy involves the sharing of resources among the City of Oakland’s Head Start Programs, OUSD Early Childhood Centers, Alameda County Behavioral Health Care Services, the Oakland Police Department, and several nonprofit providers.
- (2) Middle School Strategy** – Aims to improve school climate and reduce the number of suspensions, particularly due to violence, at school sites. It includes a violence prevention curriculum, school-based mental health counseling, case management, alternatives to suspension, parental involvement, service coordination and after-school programs. Since inception in 1998, **schools participating in this strategy have experienced a 72% decrease in suspensions due to violence.** In addition, school absences dropped by 28%. Over 5,200 students and families at 11 middle schools are being served currently. This strategy involves collaboration between the County of Alameda, the Oakland Unified School District, the City of Oakland, and several community mental health providers.

Suspension rates for violent acts decreased from the previous year at **all** Safe Passages middle schools served in 2004-2005.



- **Lowell:** 91% decrease in violent suspension rate. (City Council District 3)
- **Havenscourt:** 51% decrease in violent suspension rate. (City Council District 6)
- **Edna Brewer:** 48% decrease in violent suspension rate. (City Council District 4)
- **Frick and Simmons:** 44% decrease in violent suspension rate. (City Council Districts 6 and 5)
- **Carter:** 26% decrease in violent suspension rate. (City Council District 1)
- **Madison:** 8% decrease in violent suspension rate. This is on top of the 82% decrease in previous school year. (City Council District 7)



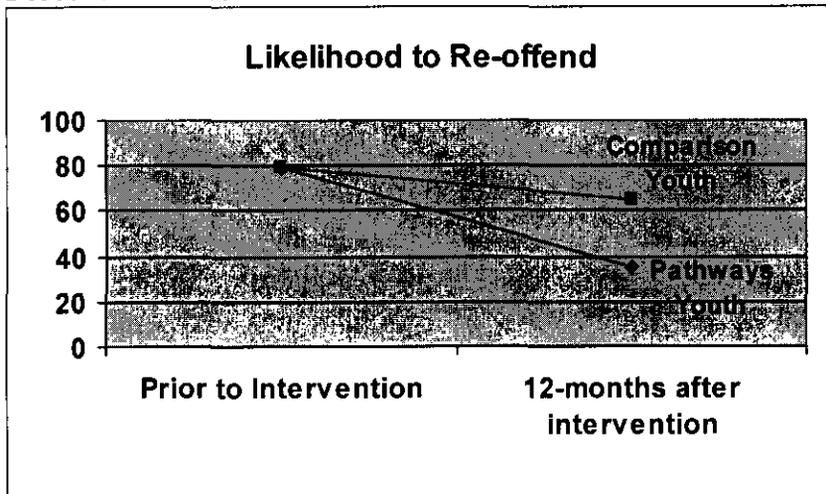
For all Safe Passages schools combined, the violent suspension rate showed a 52% decrease from 03-04 to 04-05 (from 25% to 12%), actually falling **below** the violent suspension rate of Non-Safe Passages schools (at 16%).

- (3) **Youth Offender Strategy: Pathways to Change** – Brings juvenile courts, probation officers, and service providers together to reduce recidivism among juvenile offenders and to provide an alternative to costly incarceration. The program involves intensive case management and service referrals for repeat youth offenders. Since program inception, nearly 300 youth have been served through the program at a cost of approximately \$3,000 a year per youth, while it costs the state over \$50,000 annually to incarcerate a youth. From six to eighteen months following program participation, **Pathways to Change youth are nearly half as likely to recidivate when compared to a matched group of similar youth. They also see a 26% reduction in school absence rate, and a 71% reduction in school suspensions.**

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This successful collaboration includes the Alameda County Probation Department, Alameda County Health Care Services Agency, the City of Oakland's Measure Y, the Oakland Police Department, the District Attorney's Office, the Public Defender Office, the Social Services Agency, the County Superior Court, the Mentoring Center, and several other community service agencies.

Percent Increase in Recidivism from 6 to 18 months



From 6 to 18 months, the increase in the number of Comparison youth to recidivate is **twice** that of the PTC group: 20 PTC youth re-offended compared to 39 Comparison youth.

(4) After-School Strategy-Safe Passages houses Oakland's city-wide After-School Coordinating Team (OASCT), which includes city and school district representatives and providers to promote data sharing and the sustainability of quality after-school programs. To date, the efforts of the OASCT have improved the way the City of Oakland and the school district work together to transform the after-school arena, **and have brought in an additional \$23 million in funding to Oakland after-school programs.**

KEY ISSUES AND IMPACTS

After several months of research presented by staff at Safe Passages Board Meetings throughout the year, Board members approved the establishment of a new Joint Powers Authority as the preferred structure for continuing and institutionalizing the expanded work of Safe Passages on October 17, 2005.

Safe Passages staff was directed by its board to research several structural options for the organization. Staff provided research on pros and cons of establishing a 501(c) (3) Non-profit, a Special Authority (provided by state legislation), and a Joint Powers Authority. After almost a year of deliberations, the Safe Passages Board agreed to move forward with the recommendation for the creation of a new Joint Powers Authority.

The extensive research established that a JPA structure would:

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- 1) **Provide for a neutral, quasi-governmental entity for partnership among several public institutions;**
- 2) **Institutionalize the unique public partnership built over the last ten years;**
- 3) **Maintain local control;**
- 4) **Allow for maximization of fiscal leveraging of external sources. A JPA is eligible to apply for many federal and state grants for which non-profits are not. A JPA demonstrates an innovative approach to a wide range of potential funders; and**
- 5) **A JPA would best support expansion of efforts within Oakland and Alameda County.**

As discussed previously, Safe Passages has embodied a unique and unprecedented partnership in which the role of government has been instrumental. The investment of the Robert Wood Johnson Foundation and local partners has resulted in substantial leveraging of resources across the City of Oakland and critical positive outcomes for children and youth. The cross-jurisdictional collaboration and work have been both innovative and unparalleled. None of the other urban areas funded by the Urban Health Initiative achieved the breath of collaboration accomplished in Oakland. Moreover, none of the other Urban Health Initiative sites realized the type of outcomes produced in Oakland. The collaboration and outcomes could not have been achieved in the absence of the public entities working together. The ability to sustain and expand the work of Safe Passages into the future is contingent upon the ability to identify the appropriate vehicle in which to institutionalize the partnership.

Non-profit organizations cannot capture the current government partnership embodied by Safe Passages. Public systems do not share ownership in non-profit organizations. The JPA structure in contrast, is designed to capture government partnership and provides specifically for joint ownership between government entities. In addition, a JPA is both locally created and controlled.

In addition, the JPA structure allows for maximization of fiscal leveraging of external sources. A JPA is eligible to receive support from government partners, philanthropy, and a wide range of federal, state and local grants for which non-profits are not. Government partners and other funders can pool funding to support children, youth and their families through a JPA. Finally, a JPA demonstrates an innovative approach that will create tremendous interest in Oakland and Alameda County from a wide range of potential funders. Large philanthropic organizations such as the Robert Wood Johnson Foundation and the California Endowment have expressed interest in supporting regional approaches to systems change efforts. The JPA structure, therefore, will provide the greatest opportunity for expansion and sustainability.

For all of the aforementioned reasons, a JPA structure offers the most appropriate vehicle to institutionalize the unique public partnership built through Safe Passages over the last 10 years.

Proposed initial signatories to the Youth Ventures JPA would be the County of Alameda, the City of Oakland, the Oakland Unified School District, and the East Bay Community Foundation. Additional jurisdictions will be approached for membership in the Youth Ventures JPA, including other cities and school districts in Alameda County.

The following core principals for the Youth Ventures JPA were also approved by the Board.

Proposed Core Principles

- (a) Shared commitment to improving the well-being of children, youth and families
- (b) Shared commitment to systems change
- (c) Shared commitment to collaboration
- (d) Commitment to shared decision making
- (e) Commitment to sharing resources
- (f) Shared responsibility for meaningful outcomes
- (g) Shared credit for successes
- (h) Data-driven decision making
- (i) Usage of best practices
- (j) Cross agency strategies

Proposed Functions

The chart below describes the proposed functions of the organization. All functions would occur at multiple levels of the organization.

| Function | Goal |
|--|--|
| POLICY DEVELOPMENT, IMPLEMENTATION, & ADVOCACY <i>EXAMPLE</i> | Facilitate improvements in the health and well being of children, youth, and families within cities and the county as a whole. <i>For the past five years, Safe Passages has successfully gained the support from school principals to allow direct service delivery of mental health programs and case management in their schools. The success of this new policy has resulted in an investment of over \$10 million in county-managed mental health Medicare funds in Oakland public schools. In addition, school sites themselves have invested in hiring full-time staff to coordinate these programs on-site.</i> |
| COORDINATION <i>EXAMPLE</i> | Facilitate cross-jurisdictional coordination of efforts targeting children, youth, and families. Reduce duplication of efforts and maximize both new and existing resources. <i>Today, the County of Alameda coordinates service delivery with Oakland Unified School District schools and early childhood centers, and with City of Oakland's Head Start Programs.</i> |
| COMMUNICATION | Disseminate information regarding policy development, research, |

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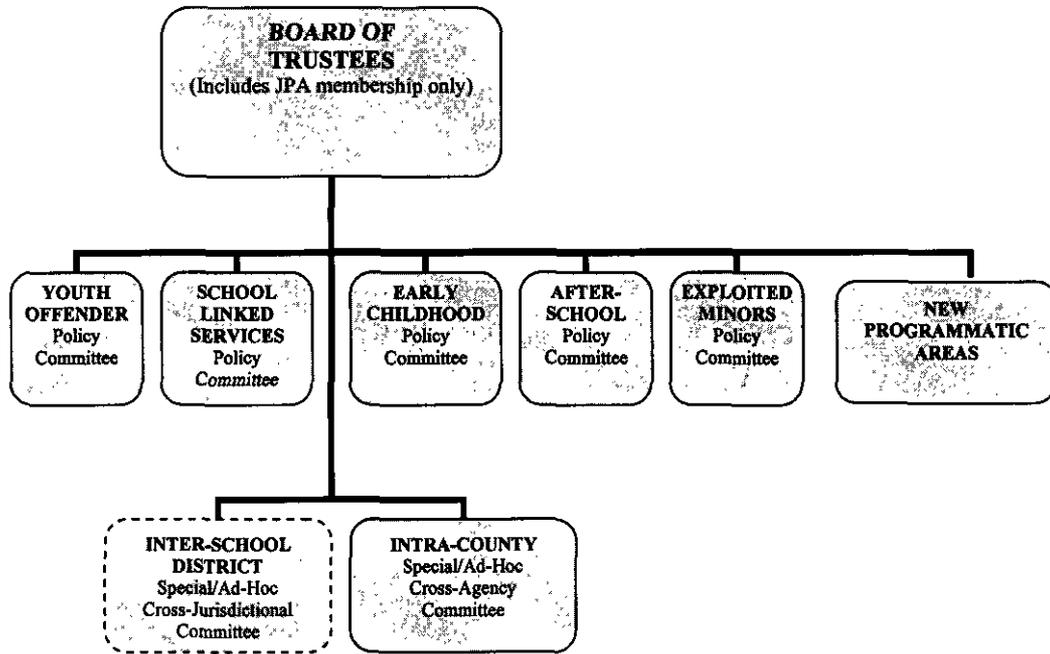
| | |
|---|--|
| <p><u>EXAMPLE</u></p> | <p>best practices, resource development, and new and existing initiatives. Market services to target populations. Market strategies to potential funders. Advocate for systems change efforts.</p> <p><i>Development outreach and education materials for families receiving services and other Oakland residents such as newsletters, school calendars with parenting tips, growth charts, brochures; produced radio shows for families in collaboration with Childhood Matters/Nuestros Ninos. All material is translated into three other major languages: Spanish, Chinese and Vietnamese.</i></p> <p><i>This unit also works closely with elected officials in all levels of government for the development of children and youth policies. Presented to legislative bodies including the Oakland City Council, Alameda County Board of Supervisors and philanthropic entities.</i></p> |
| <p>RESEARCH & EVALUATION</p> | <p>Data gathering, integration, and analysis to continuously assess the well being of children, youth, and families as well as the effectiveness of new and existing strategies to meet the needs of those populations. Identification and analysis of best practices.</p> |
| <p>DESIGN & INCUBATION OF INNOVATIVE SERVICE DELIVERY SYSTEMS</p> <p><u>EXAMPLE</u></p> | <p>Use data and best practices to guide the development of innovative cross-agency approaches to better meet the needs of children, youth, and families. Assist in the design of funding/leveraging plans to support implementation. Administer the start-up and implementation of strategies as needed to test viability and evaluate effectiveness. Build capacity within public systems to implement innovative strategies. Facilitate the institutionalization of effective strategies within partner entities for long-term implementation.</p> <p><i>Under the Youth Offender Strategy, Pathways to Change was designed and incubated through funding from the Oakland Police Department. This program was deemed successful and has been institutionalized through Measure Y funds and under the auspices of The Mentoring Center.</i></p> |
| <p>RESOURCE DEVELOPMENT</p> | <p>Administer and coordinate resource development strategies to secure new resources and the redirection of existing resources to perform the functions of the proposed organization and support long term implementation of innovative service delivery systems for children, youth, and families.</p> |

Proposed Organizational Structure

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The proposed JPA must offer the opportunity for jurisdictions both large and small to participate. The JPA must also encourage investment of jurisdictions both large and small to sustain advocacy efforts for children, youth, and families. Finally, the JPA should recognize multiple levels of investment.

Board of Trustees

The highest level of investment in the Youth Ventures JPA’s core operating budget will initially come from the chartering members of the Youth Ventures JPA. These chartering members will bear a voluntary fiduciary responsibility for the new entity. Chartering members of the Youth Ventures JPA will be represented on the Board of Trustees. New jurisdictions will be added to the Board of Trustees as they formally join the JPA and pledge their financial commitments to the infrastructure of the organization.

Proposed Voting Structure:

The Board of Trustees will oversee the operations of the Youth Ventures JPA, including resource development activities and allocation of JPA resources. Voting rights will be assigned to members of the Board of Trustees based on both financial contribution and population.

The Safe Passages Board recommends a weighted voting structure that would grant the City of Oakland with five votes, Alameda County with five votes, the Oakland Unified School District with five votes and the East Bay Community Foundation with one vote. This voting structure is based on a current contribution from each member of \$150,000 annually to the core structure of Safe Passages, with the exception of EBCF which contributes \$25,000 annually. In addition, the fact that the City of Oakland and OUSD

represent the largest and highest need city and school district of the county, was taken into account when designing the voting structure.

As new jurisdictions join the YOUTH VENTURES JPA, voting rights will be assigned based both on their population size and fiscal contribution to the operations of the JPA.

Legislative Process for Approving the Youth Ventures JPA Agreement

As the role of RWJF in the Oakland initiative comes to an end, it is urgent that the partnerships and collaborative embodied in Safe Passages be institutionalized into a neutral yet quasi governmental structure. This would facilitate greatly the attraction of external, including new philanthropic, investment in Oakland and Alameda County.

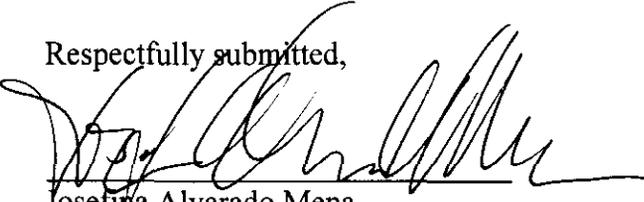
Currently, both the Alameda County Board of Supervisors, the Oakland Unified School District State Administrator and School Board, and the Board of EBCF are considering this proposal in their legislative agendas. It is expected that all partners to this agreement, will have finalized their legislative processes by the end of July, 2006.

RECOMMENDATIONS

Staff recommends the following action be taken by the City Council:

- 1) Approve the City of Oakland becoming a charter member of the new Youth Ventures JPA.
- 2) Approve representation by the City of Oakland on the Youth Ventures JPA Board of Trustees with five votes.
- 3) Continue City of Oakland commitment valued at \$150,000 to support the Youth Ventures Joint Powers Authority for the 2006-07 fiscal years.

Respectfully submitted,



Josefina Alvarado Mena,
Executive Director Safe Passages

Reviewed by:
Andrea Youngdahl, Director
Department of Human Services

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**JOINT POWERS AGREEMENT
CREATING THE
Youth Ventures Joint Powers Authority**

THIS AGREEMENT is made and entered into as of July _____, 2006, by and between the following parties:

- (a) County of Alameda, a political subdivision of the State of California (“County”);
- (b) City of Oakland, a municipal corporation and charter City, organized and existing under the laws of the State of California;
- (c) East Bay Community Foundation (“EBCF”), a 501(c) (3) Public Benefit Cooperation serving Alameda and Contra Costa Counties.

The Agreement creates a Joint Powers Authority formed as a public entity, separate and apart from the signatories, pursuant to the provisions of California Government Code Section 6500, et. seq. and pursuant to any state legislation that shall hereafter be enacted which may facilitate and/or augment the performance of the core functions and responsibilities of the JPA as defined below.

The public entity shall be referred to as the Youth Ventures and shall be synonymous with “Joint Powers Authority” as referred to in Government Code Section 6500.

**I.
RECITALS**

WHEREAS, the County, City of Oakland, and EBCF are committed to social justice for children, youth and families; and

WHEREAS, promoting the education, health, well-being and economic viability of children, youth and families within the County of Alameda is a top priority of the County, City of Oakland, and EBCF; and

WHEREAS, the County, City of Oakland, and EBCF participate in the national Urban Health Initiative, locally implemented through the Safe Passages partnership, which focuses on collaboration and systems changes to improve the health and safety of young children and older youth in urban communities; and

WHEREAS, the County, City of Oakland, and EBCF recognize the need to expand existing efforts County-wide to include all high need areas of Alameda County, building upon other successful collaborative efforts in Alameda County; and

WHEREAS, the intent of the County, City of Oakland, and EBCF is to initially promote coordination and collaboration among Charter Members in a manner that protects the

privacy and confidentiality of those served, and to expand to include other jurisdictions as those jurisdictions choose to become Members.

WHEREAS, the County, City of Oakland, and EBCF are committed to institutionalizing their cross jurisdictional collaboration as embodied by Safe Passages and also by the Alameda County Interagency Children’s Policy Council (ICPC), and

WHEREAS, the County, City of Oakland, and EBCF are committed to building upon eleven years of successful public and philanthropic investment to create better outcomes for children, youth and families in Oakland and other high need areas of Alameda County.

WHEREAS, public systems must invest in building research and development capacity to ensure that public dollars are invested in programs and services that are based on proven best practices and produce meaningful outcomes for the children, youth and families served by those services.

WHEREAS, The County and the City of Oakland hereto possess in common the power to study, discuss and enact policies and create and fund strategies to improve the education, health, well-being and economic viability of children, youth and families of direct concern to the performance of their constitutional and statutory functions and to join associations and expend funds for these purposes;

NOW, THEREFORE IN CONSIDERATION, of the mutual terms, covenants and conditions herein agreed, the County, City of Oakland, and EBCF mutually agree as follows:

II. DEFINITIONS

For the purpose of Agreement, the following words shall have the following meanings:

1. “Agreement” means this Joint Powers Agreement.
2. “JPA” means the legal entity formed by this Agreement pursuant to the Joint Exercise of Powers Act, codified at California Government Code Sections 6500 et. seq.
3. “Act” means the Joint Exercise of Powers Act
4. “Board” or “Board of Trustees” means the governing body of the JPA.
5. “Member” means each of the Members that become a signatory to this agreement, including any public entity executing an addendum of the original agreement hereinafter provided.
6. “Charter Member” means the City of Oakland, Alameda County and the East Bay Community Foundation.
7. “Trustee” means any Trustee representing a Member.

**III.
PARTIES; MEMBERSHIP**

- A. The Parties to this Agreement and the Members of the Joint Powers Authority are:
1. County of Alameda, a political subdivision of the State of California (“County”);
 2. City of Oakland, a municipal corporation and charter City, organized and existing under the laws of the State of California;
 3. East Bay Community Foundation (“EBCF”), a 501(c) (3) Public Benefit Cooperation serving Alameda and Contra Costa Counties.
 - 4.
- B. The Members of the JPA shall be the Charter Members hereto and such other public entities as may execute this Agreement or any addendum hereto. Membership is open to any city, local education agency or other entity deemed appropriate by the Board that participates in funding the administration of the JPA.
- C. Prospective Members may become signatories to this Agreement by petition to the JPA Board of Trustees. Each Member certifies that it intends to, and does, contract with every Member that is a signatory to this Agreement and, in addition, with such other entities as may later be added as Members pursuant to Section II (B) of this Agreement. Each Member also certifies that the deletion of any member from this Agreement does not void this Agreement nor each remaining Member’s intent to contract with the other remaining Members.
- D. Any Member may withdraw from the JPA at any time or upon giving each of the other Members written notice thirty (30) days prior to the end of a fiscal year; provided, however, any withdrawing Member shall be obligated for all expenses incurred prior to withdrawal as previously authorized by the Member’s governing agency. Financial contributions shall not be refundable upon withdrawal.
- E. The JPA is a separate legal entity from each of the Members of the JPA.

**IV.
MISSION; PURPOSE**

A. MISSION

The Mission of the JPA shall be to advocate for children, youth and families in Alameda County with a special emphasis on vulnerable populations. The JPA shall operate in accordance with core principles intended to support and implement this mission. These core principles include, but are not limited to, the following:

- Creation and institutionalization of inter-agency and intra-agency support systems and strategies;
- Data-driven, collaborative decision-making;
- Protection of individual privacy and confidentiality;
- Resource development, expansion, leveraging and pooling;
- Mutual responsibility for meaningful outcomes;
- Joint credit for success;
- Promotion of best practices.

B. PURPOSE.

The purpose of this Agreement is to jointly exercise the common powers of the Members to implement the following:

1. Develop, advocate and implement effective policy that promotes improvements in the health and well-being of children, youth and families within cities and the County as a whole.
2. Advocate for system change to eliminate bureaucratic barriers to providing services for the children, youth and families who need them.
3. Promote and facilitate the cross-jurisdictional coordination of efforts targeting children, youth and families to reduce duplication of effort.
4. Maximize both new and existing resources dedicated to children, youth and families.
5. Disseminate information regarding policy development, research, best practices, and resource development.
6. Market services to target populations to maximize service utilization.
7. Market strategies to potential funders.
8. Conduct data gathering, integration and analysis to continuously assess the well-being of children, youth and families.
9. Promote and/or provide for the sharing of confidential data among and between Members to assess need and evaluate outcomes.
10. Evaluate the effectiveness of new and existing strategies to meet the needs of vulnerable populations.
11. Identify and analyze best practices.

12. Use data and best practices to guide the development of innovative cross-agency approaches to better meet the needs of children, youth, and families.
13. Design funding/leveraging plans to support implementation of innovative cross-agency approaches.
14. Incubate and implement strategies as needed to demonstrate viability and evaluate effectiveness.
15. Build capacity within public systems and partner agencies to implement innovative strategies.
16. Institutionalize effective strategies within public systems and partner agencies for long term implementation.
17. *Administer and coordinate resource development strategies to secure new resources and the redirection of existing resources to perform the functions of the JPA and support long term implementation of innovative service delivery systems for children, youth and families.*
18. Any other function necessary to implement the mission of the JPA.

V. POWERS

- A. **GENERAL POWERS.** The JPA shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and necessary to the accomplishment of the purpose of this Agreement, as provided in Section IV.
- B. **SPECIFIC POWERS.** The JPA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including, but not limited to, any or all of the following :
 1. Make and enter into contracts;
 2. Incur debts, liabilities and obligations; provided that no debt, liability or obligation of the JPA shall constitute a debt, liability or obligation of any Member except as separately agreed to by such Member that agreed to accept said debt, liability or obligation;
 3. Prepare and support legislation that may be necessary to carry out this Agreement;

4. Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means;
 5. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
 6. Apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or the State of California;
 7. Invest any money in the treasury pursuant to the Act which is not required for the immediate necessities of the JPA, as the JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
 8. Receive, collect, and disburse moneys;
 9. Sue and be sued in its own name;
 10. Employ agents, contractors, or employees;
 11. Lease real or personal property as lessee and as lessor;
 12. Sharing confidential data among and between Members to assess need and evaluate outcomes consistent with applicable state and federal law governing the confidentiality of individually identifiable information;
 13. Exercise any and all other powers and authorities incidental to and/or necessary for the accomplishment of powers and duties of the JPA, including all of those powers referenced in Government Code Section 6508;
 14. Exercise any and all other powers granted by any Special Legislation of the State Legislation enacted after the formation of the JPA.
- C. **RESTRICTIONS ON POWERS.** Pursuant to Section 6509 of the Act, the aforementioned powers shall be subject to the restrictions upon the manner of exercising the power of the City and County.

VI. ORGANIZATIONAL STRUCTURE; OPERATIONS

A. BOARD OF TRUSTEES.

1. The JPA shall be governed by a Board of Trustees which shall exercise all powers and authorities on behalf of the JPA.

2. Each Charter Member shall appoint up to five trustees with the exception of EBCF which shall appoint one Trustee. The number of Trustees shall not exceed sixteen unless the Board adjusts the number of Trustees by a 2/3 majority vote. Trustees are appointed by the governing bodies of the Members.
3. The Trustees shall serve at the pleasure of the appointing body of the Member.
4. Subject to the right of the appointing Member to replace a Trustee at any time, the term of office of a Trustee shall be four years. Initial appointments shall be staggered at the discretion of the appointing body. The number of terms that may be served by a Trustee is to be determined by the appointing body of the Member. Proxy votes can be assigned in accordance with the Bylaws.
5. Trustees are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by Trustees or alternative Trustees. Only disinterested Trustees may vote on such authorizations.

B. BOARD OF TRUSTEES VOTING STRUCTURE. The voting structure of the JPA shall be a weighted voting structure. The initial voting structure of the JPA shall be as follows:

1. Five votes for the County of Alameda provided the minimum County contribution as set by the Board is made to the JPA.
2. Five votes for the City of Oakland provided the minimum city contribution as set by the Board is made to the JPA.
3. One vote for the East Bay Community Foundation to institutionalize the role of philanthropy in the JPA provided the minimum EBCF contribution is made to the JPA.
4. Voting rights will be assigned to new Members according to a formula based on both population and financial contribution as set by the Board. The Board reserves the right to adjust the entire voting and financial contribution structure as necessary to incorporate new Members and/or address demographic shifts within Alameda County.

C. GENERAL POWERS OF THE BOARD OF TRUSTEES. In accordance with applicable law, the Board powers include:

1. Selection and evaluation of a Chief Executive Officer responsible for daily operations.

2. Annual approval of the budget of the JPA.
3. Approval of necessary administrative policies and procedures.
4. Establishment and oversight of policies, priorities, goals, objectives evaluations and plans necessary to implement this Agreement.
5. Contract for all or parts of the administration of the JPA.

D. MEETINGS OF THE BOARD OF TRUSTEES.

1. The Board shall hold regular meetings as determined in the JPA bylaws.
2. All meetings of the Board shall be in compliance with the provisions of the Ralph M. Brown Act.

E. OFFICERS.

1. Chief Executive Officer. The Board of Trustees shall designate a Chief Executive Officer as set forth in the bylaws of the JPA. The Chief Executive Officer shall assist and serve at the pleasure of the Board. The performance of the Chief Executive Officer shall be evaluated annually by the Board.
2. Treasurer. The Board of Trustees shall designate a treasurer consistent with Sections 6505.5 and 6505.6 of the Act. The designation may be made by way of resolution. The powers and duties and manner of designation shall be set forth in the bylaws of the JPA.
3. Other Officers. The Board of Trustees may determine other officers of the JPA and establish the powers and duties of each position in its bylaws.

F. COMMITTEES. The Board may create committees to facilitate review and analyses of Board issues. Committees shall be subject to the Ralph M. Brown Act such that if they are formed in a manner that constitutes them as a “legislative body” as defined in the Brown Act then they shall comply with all applicable requirements of that open meeting law.

G. BYLAWS. The Trustees shall adopt Bylaws for the operation of the JPA. These Bylaws shall be subject to amendment as provided for in the Bylaws. Bylaws must be consistent with requirements, mandates and exceptions delineated by this agreement and the Act.

**VII.
BUDGET; FINANCE; CONTRIBUTIONS**

- A. **BUDGET.** The Board shall adopt, at its sole discretion, an annual or multi-year budget before the beginning of a fiscal year.
- B. **FISCAL YEAR.** The first fiscal year of the JPA is the period from the date of this Agreement through June 30, 2007. Each subsequent fiscal year of the JPA begins on July 1 and ends on June 30.
- C. **CONTRIBUTIONS AND PAYMENTS.** Yearly financial contributions shall be made at the beginning of each fiscal year by the parties to this Agreement from the treasuries or other available public funds of the Members for the purpose of defraying the costs of providing the annual benefits accruing directly to the constituents of each Member from this Agreement. All such payments of public funds shall be paid to and expended by the JPA, which shall be strictly accountable for all funds. Financial contribution amounts shall be established by the Board and related to representation and the size of the jurisdiction. The Board may modify the financial contributions amounts as deemed necessary by the Board. All financial contributions shall be made in cash contributions unless otherwise authorized by the Board.
- D. **ANNUAL AUDITS AND AUDIT REPORTS.** The Chief Executive Officer will cause an annual audit to be made by an independent certified public accountant with respect to all JPA receipts, disbursements, other transactions and financial records. By unanimous vote of the Board, the Chief Executive Officer may cause a biannual financial audit. A report of the financial audit will be filed as a public record with each Member. The audit will be filed no later than required by State law. The JPA will pay the cost of the financial audit as part of its administrative budget.
- E. **ESTABLISHMENT AND ADMINISTRATION OF FUNDS.** The JPA is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law related to the establishment and administration of funds, particularly Section 6505 of the Act.
- F. **LIMITATION ON LIABILITY OF MEMBERS FOR DEBTS AND OBLIGATIONS OF THE JPA.** Pursuant to Section 6508.1 of the Act, the debts, liabilities, and obligations of the JPA do not constitute the debts, liabilities, or obligations of any party to this Agreement. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the JPA. Notwithstanding any other provision of this Agreement, no fee or charge may be levied against a current Member without express consent of the Member.
- G. **DISPOSITION OF PROPERTY.** Upon termination of this Agreement, any property acquired by the JPA under this Agreement shall be distributed among the parties hereto in accordance with the respective contributions of each of the parties to the cost of the property or as otherwise legally allowable under IRS regulations.

- H. **DISTRIBUTION OF FUNDS UPON TERMINATION.** Upon termination of this Agreement, any money in possession of the JPA after the payment of all costs, expenses and charges validly incurred under this Agreement shall be returned to the parties in proportion to this contribution determined as of the time of termination or as otherwise legally allowable under IRS regulations.

VIII. ADDITIONAL PROVISIONS.

- A. **TERM.** The JPA shall continue until this Agreement is terminated as herein provided. This JPA Agreement shall continue in full force and effect subject to the right of the parties to terminate it as set forth herein.
- B. **TERMINATION.** This Agreement shall be terminated after written notice *thereof has been given to all other members by a majority of the Members hereto*; provided, however, that the coalition of Members shall continue to exist for the purpose of disposing of all liabilities, the distribution of assets and all other functions necessary to wind up its affairs. In the event the Board determines to transfer all or part of the coalition's assets and liabilities to a successor JPA or other legal entity, no disposition of net assets shall be made to any Member. Notwithstanding the vote of the Members, the Board shall remain in existence until provisions for the assignment and transfer of all assets, liabilities and functions of the coalition to a successor joint powers authority or other legal entity have been completed.
- C. **NOTICE TO SECRETARY OF STATE.** The JPA shall cause a notice of this Agreement, and any subsequent amendment thereto, to be filed with the Secretary of State within thirty days of the effective date of this Agreement or subsequent amendment, as required by Section 6503.5 of the Act.
- D. **AMENDMENTS.** This Agreement may be amended only by agreement signed by all of the Members and as approved by resolution adopted by the governing body of each Member.
- E. **ATTORNEY'S FEES.** In the event an action is commenced by any party to this Agreement to enforce or construe its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the Court, shall be entitled to recover all statutory costs plus a reasonable amount for attorneys' and consultants' fees in regard thereto.
- F. **SEVERABILITY.** If any portion, term, condition or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby. Each of the Members hereby declares

that it would have entered into this Agreement and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, or the application thereof, to any Member or any other person or circumstance be held invalid.

G. INDEMNIFICATION. To the full extent permitted by law, the JPA shall protect, hold harmless, and indemnify each of the Members and their respective governing board members, directors, officers, employees, and volunteers from any and all claims, demands, actions, causes of action, judgments, losses and/or expenses including costs and attorneys fees, due to or arising from services performed by the JPA pursuant to the provisions of this Agreement or at the direction of the Board. The JPA waives all claims and recourse against each Member and their respective governing board members, directors, officers and employees, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement or participation in the JPA. Pursuant to the provisions of California Government Code Section 895, et. seq., and except as provided above, each Member agrees to the extent permitted by law to defend, indemnify, and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, contractor, volunteer, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

H. INSURANCE

1. **PUBLIC LIABILITY INSURANCE.** The JPA will obtain and maintain in the name of the JPA and JPA Members at all times during the life of the agreement and at a level of coverage approved unanimously by the Members. Such Public Liability Insurance shall protect the JPA, its Member entities, its respective officials, officers, Trustees, employees' agents and contractors. The JPA will obtain and maintain at all times appropriate property insurance as needed and approved unanimously by the Members. The JPA will provide each Member with certificates of insurance evidencing levels of coverage.

2. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** The JPA will obtain and maintain at all times workers' compensation and employer's liability coverage in an amount sufficient to satisfy the requirements of the Labor Code of the State of California.

3. **ANNUAL REVIEW.** All insurance limits and coverage shall be reviewed annually by the Members.

I. DISPUTE RESOLUTION. The Members agree to meet and confer in good faith to resolve any disputes that arise. If resolution fails, the parties agree to

submit the matter to outside arbitration under the rules of the American Arbitration Association.

J. CHOICE OF LAW. The laws of the State of California shall govern the validity, enforceability or interpretation of the Agreement. Alameda County shall be the venue for any action or proceeding, in law or in equity.

K. ENTIRE AGREEMENT. This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day year written below.

SIGNED:

by: Oakland City Administrator

Date

by: Alameda County Administrator

Date

by: Michael Howe
President
East Bay Community Foundation

Date

Approved as to Form and Legality

OAKLAND CITY COUNCIL

OFFICE OF THE CITY ATTORNEY
[Signature]
2005 JUN 29 PM 7:15
City Attorney

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CREATION OF THE YOUTH VENTURES JOINT POWERS AUTHORITY FOR CHILDREN AND YOUTH ISSUES BETWEEN THE CITY OF OAKLAND, ALAMEDA COUNTY, AND THE EAST BAY COMMUNITY FOUNDATION

WHEREAS, the County, City of Oakland, and the East Bay Community Foundation (EBCF) are committed to social justice for children, youth and families; and

WHEREAS, promoting the education, health, well-being and economic viability of children, youth and families within the County of Alameda is a top priority of the County, City of Oakland, and EBCF; and

WHEREAS, the County, City of Oakland, and EBCF participate in the national Urban Health Initiative, locally implemented through the Safe Passages partnership, which focuses on collaboration and systems changes to improve the health and safety of young children and older youth in urban communities; and

WHEREAS, the County, City of Oakland, and EBCF recognize the need to expand existing efforts County-wide to include all high need areas of Alameda County, building upon other successful collaborative efforts in Alameda County; and

WHEREAS, the intent of the County, City of Oakland, and EBCF is to initially promote coordination and collaboration among Charter Members in a manner that protects the privacy and confidentiality of those served, and to expand to include other jurisdictions as those jurisdictions choose to become Members; and

WHEREAS, the County, City of Oakland, and EBCF are committed to institutionalizing their cross jurisdictional collaboration as embodied by Safe Passages and also by the Alameda County Interagency Children's Policy Council (ICPC); and

WHEREAS, the County, City of Oakland, and EBCF are committed to building upon eleven years of successful public and philanthropic investment to create better outcomes for children, youth and families in Oakland and other high need areas of Alameda County; and

WHEREAS, public systems must invest in building research and development capacity to ensure that public dollars are invested in programs and services that are based on proven best practices and produce meaningful outcomes for the children, youth and families served by those services; and

WHEREAS, the County and the City of Oakland hereto possess in common the power to study, discuss and enact policies and create and fund strategies to improve the education, health, well-being and economic viability of children, youth and families of direct concern to the performance of their constitutional and statutory functions and to join associations and expend funds for these

purposes; and

WHEREAS, funds totaling \$25,000 are available in the FY 2006-07 adopted budget within the General Purpose Fund (1010), Citywide Activity Organization (90591); now, therefore be it

RESOLVED that the City Council agrees to adopt the Youth Ventures JPA agreement and to become a charter member of the JPA; and be it

FURTHER RESOLVED: that the City Council approves representation by the City of Oakland on the Youth Ventures JPA Board of Trustees with five votes; and be it

FURTHER RESOLVED: that the City Council approves the current City of Oakland in-kind and cash commitment valued at \$150,000 to support the Youth Ventures Joint Powers Authority for the 2006-07 fiscal year.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California