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OFFICE OF THE CITY CLERK
OAKLAND

CITY OF OAKLAND

AGENDA REPORT

2009 APR 30 PM 6:49

Office of the City Administrator
Attn: Dan Lindheim
From: Oakland Police Department
Date: May 12, 2009

Re: A Report And Proposed Resolution Authorizing The City Administrator To Enter Into A Partnership Agreement And An Occupancy Agreement with the Alameda County Family Justice Center (ACFJC) In Which the ACFJC Will Provide And Maintain A Worksite For The Oakland Police Child Abuse, Sexual Assault, and Domestic Violence Investigative Units For The Period of January 1, 2009 Through December 31, 2009, At No Cost to the City of Oakland

SUMMARY

A report and proposed resolution has been prepared authorizing the City Administrator, on behalf of the City of Oakland, to enter into a partnership agreement and an occupancy agreement with the Alameda County Family Justice Center (ACFJC) to provide and maintain a worksite for the Oakland Police Department's (OPD) Child Abuse, Sexual Assault, and Domestic Violence Investigative Units for the period of January 1, 2009 through December 31, 2009, at no cost to the City of Oakland.

FISCAL IMPACT

Approval of this resolution will allow the Department to enter into a partnership agreement and occupancy agreement with the Alameda County Family Justice Center (ACFJC) to provide and maintain a worksite for the Oakland Police Department at no cost to the City.

BACKGROUND

In response to disproportionately high levels of family violence in Alameda County, and a fragmented system that required victims to travel to multiple locations seeking legal, health and emotional support, leaders from across the county, community, and city organizations came together to open the Alameda County Family Justice Center in August of 2005. Since that time (until February 2008) the Police Department had been a physical partner at the ACFJC, as the Department's entire Youth and Family Services Division was housed within the ACFJC facility. At present, only the Domestic Violence Unit is still housed at the ACFJC facility. The Domestic Violence Unit works very closely with advocates and the District Attorney's Office to provide the utmost level of service to victims and their families.

As one of the 21 agencies currently housed at the ACFJC, the Police Department effectively coordinates victim centered services in a holistic manner in which issues surrounding the victim

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and the offender are addressed. This collaborative effort has been highly successful for the Police Department and has improved the Department's relationships with other service providers and victims.

KEY ISSUES AND IMPACTS

The Alameda County Family Justice Center has made a worksite location available for police investigators who handle child abuse, sexual assault, and domestic violence. This centralized location affords the Department the ability to coordinate efforts with various agencies, both law enforcement and non-governmental, to provide victims and their family with services.

The conditions of the partnership agreement (*Attachment A*) include an occupancy agreement which is basic and non-intrusive, and has not changed since the Department first joined the ACFJC in August 2005. Elements of the agreement include:

- Provide services at the ACFJC to victims of family violence as reasonably necessary and appropriate;
- Abide by all rules and regulations set forth in the ACFJC Operations Manual;
- Participate in strategic plan implementation, annual summits and evaluations;
- Assign appropriate personnel as participating partner liaisons to the ACFJC to attend ACFJC team meetings and supervisors meetings;
- Cover costs for telephone usage expenses and provide payment when requested within a reasonable amount of time. NOTE: *The Department uses City equipment and staff so this cost is non-applicable to this Partnership Agreement;*
- Indemnify and hold harmless the County, its officers, employees and agents, from and against all liability, damages, expenses or costs of any kind arising from the negligence or misconduct of the participating partner's personnel, employees, invitees, volunteers or contractors.

PROGRAM DESCRIPTION

The scope of services to be provided to the Oakland Police Department by ACJFC will be:

- Assign work space at ACFJC
- Building & maintenance
- Security for building
- Utilities
- Access to telephone and internet services

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- Use of common facilities including reception area, interview rooms, KIDZONE, hospitality areas, conference room and staff lunchroom
- Access to a photocopy machine for necessary and reasonable use

DISABILITY AND SENIOR CITIZEN ACCESS

There are no Americans with Disabilities Act (ADA) or senior access issues contained in this report; the Alameda Family Justice Center is ADA compliant.

SUSTAINABLE OPPORTUNITIES

Social Equity: Maintaining a worksite location at the ACJFC will continue to assist the Police Department in providing a more victim centered approach to criminal cases, thereby enhancing the prosecutorial efforts in addressing child abuse, sexual assault and domestic violence, subsequently, making the City safer.

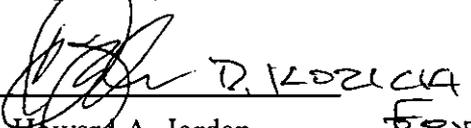
Economic: By making the City safer, consumers will be more likely to shop and conduct business in Oakland, which will have a positive effect on the economy.

Environmental: There are no environmental concerns associated with this report.

RECOMMENDATION / ACTION REQUESTED OF THE COUNCIL

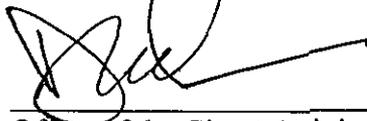
Staff recommends acceptance of this report, and approval of the proposed resolution authorizing the City Administrator to enter into a partnership agreement and an occupancy agreement with the Alameda County Family Justice Center to provide and maintain a worksite for the Oakland Police Department's Child Abuse, Sexual Assault, and Domestic Violence Investigative Units for the period of January 1, 2009 through December 31, 2009, at no cost to the City of Oakland.

Respectfully submitted,


Howard A. Jordan

Acting Chief of Police

APPROVED AND FORWARDED TO
THE PUBLIC SAFETY COMMITTEE:



Office of the City Administrator

Prepared By:

Lt. Kevin Wiley
Youth and Family Services Division
Oakland Police Department

Mr. Gilbert Garcia
Fiscal Services Manager
Oakland Police Department

Attachments:

A. ACFJC MOU

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Alameda County
Family Justice Center

Attachment A



A collaborative of law enforcement, government, and non-profit agencies ensuring the safety and healing of abuse victims through comprehensive, coordinated, accessible services.



February 19, 2009

Hello Partner:

Please find attached a 2009 Rental Agreement, Partnership Agreement, and Confidential Communications Policy & Protocol Agreement for your review. Please sign and return the enclosed agreements.

A handwritten signature in black ink, appearing to read "Nadia Davis-Lockyer".

Nadia Davis-Lockyer, Esq.
Executive Director
Alameda County Family Justice Center

OCCUPANCY AGREEMENT
BETWEEN
COUNTY OF ALAMEDA FAMILY JUSTICE CENTER
And
OAKLAND POLICE DEPARTMENT (OPD)
FOR 470 – 27th STREET BUILDING LOCATED IN OAKLAND

THIS AGREEMENT FOR USE OF COUNTY PROPERTY on 470 – 27th Street, is made between Family Justice Center (FJC) and Oakland Police Department (OPD) according to the following terms.

1. TERM

- a. The occupancy shall be for a period of one year, commencing on January 1, 2009 and terminating on December 31, 2009.
- b. The term may be renewed at the option of Family Justice Center (FJC).
- c. Violation of the terms of this Agreement may constitute grounds for its termination and removal of contractor. FJC reserves the right to suspend all activities under this Agreement or to cancel or terminate this Agreement.
- d. Either party has the ability to terminate this agreement with a 30-day written notice.

2. USE

Said premises shall be used by clients that will come to the building for Alameda County Family Justice Center (FJC) business.

3. ACKNOWLEDGEMENT OF TITLE/NO ASSIGNMENT

OPD may not assign all or part of its space to another entity. OPD must request permission from FJC in writing to substitute another Contractor.

4. RESPONSIBILITIES OF THE PARTIES

FJC shall:

- Assume responsibility to ensure that OPD complies with all terms and conditions of this Agreement.
- Oversee program requirements.

OPD shall:

- Keep the facility in good condition.
- Maintain program function and not add new programs without written authorization from the FJC.
- No furnishings or equipment shall be affixed or attached to the premises.
- Notify if FJC there is any damage or needed repair.

5. FINANCIAL RESPONSIBILITY

- a. Because the Oakland Police Department in-kind services to the FJC. OPD will not be responsible for rent during this period. FJC shall include utilities, regular or non-routine maintenance, janitorial services, not including telephones.
- b. The cost of all furnishings and equipment necessary to provide the permitted service shall be the sole responsibility of OPD. No furnishings or equipment shall be installed or attached without prior FJC approval.

6. TELECOMMUNICATIONS

The FJC uses wireless communications for computer access. Any additional cabling required by OPD shall be approved by FJC and paid by OPD.

7. HOURS OF OPERATION

Normal business hours will be set by the FJC. OPD shall notify the FJC Office Manager of any meetings held after hours. OPD will make sure that participants will be escorted out of the building by staff to avoid unwanted traffic on other floors.

8. INTERFERENCE WITH COUNTY OPERATIONS

If it is determined by the FJC, in its sole discretion, that any of activities detrimentally affect the County's operations or those of the FJC, FJC may direct OPD to alter its activities or take such other action, as FJC deems necessary, in order to eliminate said interference. OPD will be given a reasonable time within which to comply with FJC's directive, but the determination of what is reasonable in this regard shall be left to FJC's sole discretion. Any costs incurred by FJC in eliminating said interference shall be OPD's sole responsibility.

9. ACCEPTANCE AND REPAIRS

OPD, at its sole cost, shall keep and maintain said premises and every part thereof in good and sanitary order, condition and repair. OPD shall be responsible for any and all repairs or maintenance of the premises required as the result of the negligent, careless, or willful acts of OPD, its employees, or business visitors. By entry onto the premises, OPD shall be deemed to have acknowledged that the premises are in good order and repair and suitable for the use anticipated.

10. IMPROVEMENTS

- a. OPD shall make no improvements or alterations of any kind to the premises without the prior written approval of FJC and if unauthorized shall be removed or altered at OPD's sole expense.
- b. Non-routine maintenance or repairs requested by OPD made to the FJC; and the financial responsibility for these related costs shall be borne solely by OPD.

11. CONDITION OF PREMISES UPON TERMINATION

Upon termination of this Agreement, OPD at its sole cost and expense shall remove all its furnishings, equipment, and personal property from premises and, to the extent requested by FJC, restore the premises as nearly as possible to the condition in which it existed immediately prior to the date of commencement of this Agreement.

12. INSPECTION

FJC shall have the right at all times to enter upon said premises to determine if said use is to the satisfaction of FJC.

13. SIGNS AND ARTWORK

OPD shall only display those signs and artwork that are approved by FJC.

14. SOLICITING

No bake sales, auctions, or fundraisers should be conducted in the building without prior approval of FJC.

15. RESTRICTIONS ON USE

OPD shall not use the County Property for any activities that are not approved by FJC.

- a. OPD shall not construct or place any permanent structures, signs or improvements on the County Property, nor alter any existing structures, signs or improvements on the County Property.
- b. OPD shall not conduct any unauthorized activities on or about the County Property that constitute waste or nuisance.
- c. OPD shall not damage County's real or personal property.
- d. OPD shall not cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the County Property, or transported to or from the County Property. The exception is the daily disposal of red-tagged biohazard bags that at all times must be handled in accordance with accepted protocols.
- e. OPD shall immediately notify FJC of any release or suspected release of Hazardous Material or Bio Hazardous material. OPD shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, OPD shall, in accordance with all laws and regulations, return the County Property to its condition prior to the release. OPD shall allow FJC participation in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.



Alameda County Family Justice Center

- Partnership Agreement -

This Partnership Agreement ("Agreement") sets forth the basic terms under which Oakland Police Department ("Participating Partner") will provide services at and participate in the Alameda County Family Justice Center ("ACFJC"), consistent with the goals and objectives stated herein and in the ACFJC Operations Manual.

Terms:

A. Alameda County Family Justice Center Obligations:

The ACFJC agrees to provide the Participating Partner with the following, except as specifically provided herein:

1. Assigned work space at the ACFJC
2. Building and maintenance
3. Security of building
4. Utilities
5. Telephone and services
6. Access to internet via wireless connection (County agencies connected to County inter- and intra-net; Non-County agencies will provide their own Internet Service Provider)
7. Use of office furniture
8. Use of common facilities including reception area, interview rooms, KIDZONE, hospitality areas, conference room, and staff lunchroom.
9. Access to a photocopy machine and a fax machine for necessary and reasonable use.
10. Computers for client training and general public internet access.

B. Participating Partner Obligations:

Participating Partner agrees to:

1. Provide services at the ACFJC to victims of family violence (including domestic violence, sexual assault, child abuse and sexual exploitation, stalking, elder abuse, and minors who witness domestic violence) as reasonably necessary and appropriate in the Participating Partners service field;
2. Abide by all rules and regulations set forth in the ACFJC Operations Manual.
3. Participate in Strategic Plan implementation, Annual Summits, and Evaluations.
4. Assign appropriate personnel as the Participating Partner liaison to the ACFJC whom attends FJC Team Meetings and Supervisors Meetings.

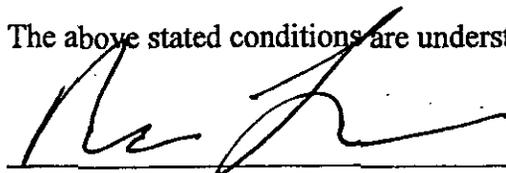
5. Cover costs for telephone usage expenses and provide payment when requested within a reasonable amount of time.
6. Payment of rent for assigned office space and/or in-kind services as negotiated and agreed upon by the ACFJC and Participating Partner.
7. Indemnify and hold harmless the County, its officers, employees and agents, from and against all liability, damages, expenses or costs of any kind arising from the negligence or misconduct of the Participating Partner's personnel, employees, invitees, volunteers or contractors.

C. Alameda County Family Justice Center & Participating Partners Obligations:

Both parties further agree as follows:

1. Adherence to the ACFJC Vision, Mission, Core Values, and Guiding Principles.
2. The participation of Participating Partner at the ACFJC does not create an employment, tenancy or agency relationship between the ACFJC or County of Alameda and Participating Partner, or any of their officers, employees, volunteers, agents or contractors.
3. The ACFJC and County of Alameda may unilaterally terminate this Agreement upon 30 days written notice, or less time if the Management Committee finds that extraordinary circumstances exist requiring immediate termination of Participating Partner's activities at the ACFJC.
4. Participating Partner may terminate this MOU upon 30 days written notice to Alameda County.
5. Upon termination of the Agreement, Participating Partner shall promptly surrender the Premises in a clean condition, shall return the Premises to its original occupied condition, and shall remove all items other than property owned by the County. Participating Partner shall repair or be liable for the costs of any damage caused by to the ACFJC by its personnel, employees, volunteers, agents or contractors.
6. County shall have the right to enter and inspect the Premises, and to change the assigned Premises as is necessary with no less than 5 days notice to the Participating Partner.

The above stated conditions are understood and agreed upon by the undersigned:



Nadia Davis-Lockyer, Esq.
Executive Director, ACFJC

2-19-05

Date

Printed Name: _____
Executive Director, Participating Partner

Date

SIGNATURES:

OAKLAND POLICE DEPARTMENT (OPD)

ALAMEDA COUNTY FAMILY JUSTICE CENTER

By: _____
Wayne Tucker
Chief of Police

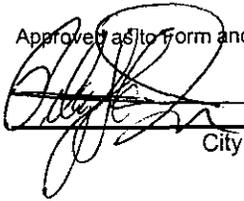
By:  _____
Harold Boscoyich
Site Manager
For
Nancy E. O'Malley
Chief Assistant District Attorney
Alameda County
District Attorney's Office

Date: _____

Date: 1/5/08

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OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL


City Attorney

2009 APR 30 PM 6:14 RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PARTNERSHIP AGREEMENT AND AN OCCUPANCY AGREEMENT WITH THE ALAMEDA COUNTY FAMILY JUSTICE CENTER ("ACFJC") IN WHICH THE ACFJC WILL PROVIDE AND MAINTAIN A WORKSITE FOR THE OAKLAND POLICE DEPARTMENT'S CHILD ABUSE, SEXUAL ASSAULT, AND DOMESTIC VIOLENCE INVESTIGATIVE UNITS FOR THE PERIOD OF JANUARY 1, 2009 THROUGH DECEMBER 31, 2009, AT NO COST TO THE CITY OF OAKLAND

WHEREAS, the Alameda County Family Justice Center ("ACFJC") has played an integral part in the Oakland Police Department's efforts to combat child abuse, sexual assault and domestic violence for more than three-years, by providing a collection of service providers to aid victims and their families; and

WHEREAS, ACFJC provides a physical location for Oakland Police Department ("OPD") child abuse, sexual assault, and domestic violence investigators; and

WHEREAS, the ACFJC has agreed to provide such a physical location for OPD for the period of January 1, 2009 through December 31, 2009 at no cost to the Department or the City, as long as the terms and conditions of the Agreement are complied with; and

WHEREAS, the requirements of CEQA, the CEQA Guidelines as prescribed by the Secretary for Resources, and the provisions of the Environmental Review Regulations of the City of Oakland have been met; now, therefore be it

RESOLVED: That, pursuant to Oakland City Charter section 504(1), the City Council authorizes the City Administrator to enter into an Occupancy Agreement for use of Alameda County office space, and a Partnership Agreement stating the services to be offered by OPD with the Alameda County Family Justice Center to provide and maintain a worksite for the Oakland Police Department's Child Abuse, Sexual Assault, and Domestic Violence Investigative Units for the period of January 1, 2009 through December 31, 2009, at no cost to the City of Oakland; and be it

FURTHER RESOLVED: That the City Administrator or his designee is hereby authorized to conduct negotiations, execute, amend, and extend agreements and take all other actions with respect to OPD's occupancy and provision of services in the Justice Center, consistent with this Resolution and its basic purpose; and be it

FURTHER RESOLVED: That The City Council has independently reviewed and considered this environmental determination, and the City Council finds and determines, based on the information in

the staff report accompanying this Resolution, that this action complies with CEQA because this action on the part of the City is exempt from CEQA pursuant to Section 15301(Existing Facilities) of the CEQA guidelines; and be it

FURTHER RESOLVED: The City Administrator, or his designee, shall cause to be filed with the County of Alameda a Notice of Exemption and an Environmental Declaration (California Fish and Game Code Section 711.4) for this action; and be it

FURTHER RESOLVED: That all Agreements authorized hereunder shall be reviewed and approved by the City Attorney for form and legality prior to execution and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California