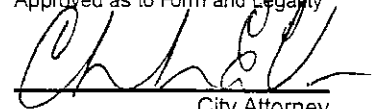


FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL

Approved as to Form and Legality

  
City Attorney

2003 SEP 11 10:35 AM  
RESOLUTION No. \_\_\_\_\_ C.M.S.

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**A REPORT AND PROPOSED RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE OAKLAND UNIFIED SCHOOL DISTRICT (OUSD) AND ACCEPT AND APPROPRIATE GRANT FUNDS IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM OUSD FOR APPROPRIATION TO THE POLICE DEPARTMENT TO SUPPORT FREMONT HIGH SCHOOL IN THE IMPLEMENTATION AND ENFORCEMENT OF A TRUANCY REDUCTION AND INTERVENTION PROGRAM (TRIP)**

**WHEREAS**, since October 2001, the Police Department has partnered with the Oakland Unified School District to address escalating truancy problems around Fremont High School area; and

**WHEREAS**, the OUSD received \$50,000 in grant funds from the State of California Juvenile Justice and Delinquency Prevention program; and

**WHEREAS**, the State of California Juvenile Justice and Delinquency Prevention program will not reimburse the City for any indirect costs related to the performance of overtime service, and

**WHEREAS**, the OUSD has offered to transfer said grant funds to the Police Department (Fund 1010, Org. 102460, Account No. 51214, in Project: P208810); and

**WHEREAS**, the \$50,000 will enhance and increase the Police Department's efforts to address student truancy and the correlating increase in the daytime crime rate in Community Policing Beat 27X, therefore benefiting the City; and

**WHEREAS**, the Police Department and the OUSD desire to conduct perimeter surveillance and neighborhood truancy sweeps in the areas surrounding the Fremont High School site for the one year period beginning October 1, 2003; now, therefore, be it

**RESOLVED:** That the City Council hereby authorizes the City Manager or her designee to accept the sum of \$50,000 from the Oakland Unified School District and appropriate said funds to the Oakland Police Department to conduct truancy sweeps, perimeter surveillance and gang prevention around the Fremont High School area; and be it

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**FURTHER RESOLVED:** That the City Central Overhead costs of approximately \$5,805 (11.61%) are hereby waived; and be it

**FURTHER RESOLVED:** That the City Council of the City of Oakland hereby acknowledges and thanks the Oakland Unified School District for its generous support of the Truancy Reduction and Intervention Program (TRIP).

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_\_

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**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, BRUNNER, CHANG, NADÉL, QUAN, REID, WAN and PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

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ATTEST: \_\_\_\_\_

CEDA FLOYD  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND THE  
OAKLAND POLICE DEPARTMENT,  
CITY OF OAKLAND**

Whereas, the truancy rates at Fremont High School in the Oakland Unified School District (hereinafter "OUSD") have reached intolerably high levels.

Whereas, the City of Oakland, Oakland Police Department (hereinafter "OPD") has determined that there is a direct correlation between the large number of truants from the Fremont site and the high daytime crime rate in policing Beat 27X.

Whereas, in the Fremont attendance area, crimes involving youth suspects and/or victims dramatically increases in the afternoon (during school hours) and peaks in the hours immediately following the end of the school day (between 4 p.m. and 6 p.m.).

Whereas, the goal of this Memorandum of Understanding (hereinafter "MOU") is to establish a close working relationship between the OPD and the OUSD to support Fremont High School in the continued enforcement of a Truancy Reduction and Prevention Program (hereinafter "TRIP").

Whereas, this understanding, which is authorized by the legislative bodies of both entities, is intended to ensure a safe and secure school and community environment.

The parties to this Memorandum of Understanding hereby agree to the following terms, conditions, and operating instructions:

**Oakland Unified School District**

1. Payment. The OUSD shall reimburse the City of Oakland for the actual cost of its police officer services, on an overtime basis, *six (6) hours per day, one (1) day per week*, at the hourly rate(s) set forth in the most current City of Oakland/Oakland Police Officers' Association (OPOA) collective bargaining agreement for the officers assigned. Compensation for the police services shall be due and paid by the OUSD upon submission and approval of a monthly billing invoice, the total of which shall not exceed fifty thousand dollars (\$50,000) during the one year term of this MOU.
2. School Safety Program Funds. OUSD will pay the police service overtime reimbursements to the City of Oakland out of funds made available for school safety programs, administered by the State of California Office of Criminal Justice Planning, Juvenile Justice and Delinquency Prevention program.

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3. Police Reporting. All Fremont High School personnel shall be required to report criminal activity, including, but not limited to, known or suspected illegal activities involving drugs, weapons or acts of violence, to the Principal and to the Oakland Police Department.

### **City of Oakland, Oakland Police Department**

1. Officer Allocation. OPD will assign two (2) police officers to provide six (6) hours of additional police services, one (1) day a week, not to exceed *four hundred and eight-six (486)* hours, to assist in enforcement of the TRIP at Fremont High School.
2. Hours. The officers will work between the hours of 0900 and 1500, unless other hours are coordinated with the school principal.
3. Area. Police officers will provide perimeter surveillance and neighborhood truancy sweeps in the area bounded by Brookdale Avenue to the north, to the south by International Boulevard, between the east/west boundaries of 35<sup>th</sup> Avenue and 55<sup>th</sup> Avenue.
4. Duties. Two (2) officers will provide increased security at Fremont High School by patrolling the area in and around the school to identify trouble spots and responding to school site emergencies. In addition to conducting truancy sweeps, the officers will counsel students regarding appropriate school behavior, make incident reports, combat vandalism, and provide training to School Security Officers.
5. Return of Students. Police officers performing under this MOU shall return any Fremont students found to be truant to the Fremont High School attendance office. Students found truant from schools other than Fremont shall be taken to their respective schools. Notwithstanding the above, Fremont students or students from other schools identified as truant but also suspected of criminal activity may be held in police custody and not returned to Fremont or taken to the respective schools.

### **TERM**

This MOU will be in effect for a period of one (1) year, beginning October 1, 2003. Within 60 days of the signing of this agreement, the parties shall develop a plan of evaluation which is mutually acceptable and agreed to by both parties.

### **COLLECTIVE BARGAINING AGREEMENTS**

Nothing in this understanding shall supersede or contravene any administrative procedures or any collective bargaining agreements of the parties.

**DEFENSE AND INDEMNITY**

The Oakland Unified School District shall protect, defend, indemnify and hold harmless City, its council members, officers, employees and agents (collectively called "Indemnities") from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees, and costs) or liability (collectively called "Actions") on account of damage to, or loss of use of, property or injury to or death of persons (including employees of the Oakland Unified School District or its subcontractors) arising, directly or indirectly, from the receipt of services provided by OPD pursuant to this Agreement except for the sole negligence or willful misconduct of Indemnities.

The Oakland Unified School District shall provide the City of Oakland with a certificate of self insurance, and shall maintain said self-insurance or other insurance required for school operations.

**APPROVAL**

If the terms of this agreement are acceptable to the City and the OUSD, then sign and date below.

**City of Oakland,  
a municipal corporation**

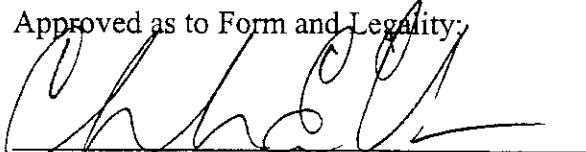
**Oakland Unified School District**

\_\_\_\_\_  
Office of the City Manager Date

\_\_\_\_\_  
Randolph E. Ward, Ed. D. Date  
State Administrator

\_\_\_\_\_  
Chief of Police, City of Oakland Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Resolution No. C.M.S., Dated

**10.35CC**  
**ORA/COUNCIL**  
**SEP 30 2003**

~~Item # **5**  
Public Safety Committee  
September 23, 2003~~