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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Curtiss Sarikey, Deputy Chief
Jacqueline Minor, General Counsel

Board Meeting Date June 8, 2016

Subject Revised Joint Powers Agreement for the Youth Ventures Joint Powers Authority (JPA)

Action Requested **Approval of the Revised Joint Powers Agreement for the Youth Ventures Joint Powers Authority (JPA)**

Background and Discussion Youth Ventures Joint Powers Authority (JPA), which includes the District, the City of Oakland and County of Alameda (the East Bay Community Foundation is no longer a part of the JPA), advocates for children, youth and families in Alameda County. The JPA was originally approved by the State Administrator on December 13, 2006 as Enactment # 06-1249. The District has 5 votes on the JPA Board of Trustees and an annual contribution of \$150,000 per year.

Recommendation **Approval of the Revised Joint Powers Agreement for the Youth Ventures Joint Powers Authority (JPA)**

Fiscal Impact Funding resource name: GP \$150,000

Attachments

- Agreement

**JOINT POWERS AGREEMENT
CREATING THE
YOUTH VENTURES JOINT POWERS AUTHORITY**

THIS AGREEMENT is made and entered into as of December 13, 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) Oakland Unified School District, a unified school district, organized and existing under the laws of the State of California.

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 Oakland Unified School District, 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 City of Oakland is a top priority of the County, City of Oakland, and Oakland Unified School District.

WHEREAS, the County, City of Oakland, Oakland Unified School District are committed to building upon years of successful public and philanthropic investment to create better outcomes for children, youth and families in Oakland.

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, City of Oakland and Oakland Unified School District 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;

WHEREAS, The County, City of Oakland and Oakland Unified School District 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 Oakland Unified School District 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 Oakland Unified School District.
7. "Trustee" means any Trustee representing a Member.

III. MEMBERSHIP

- A. Charter 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. Oakland Unified School District, a unified school district, organized and existing under the laws of the State of California.
- 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 III (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 upon giving each of the other Members written notice thirty (30) days prior to the withdrawal 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 the City of Oakland 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 Oakland.
 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 data among and between Members to assess need and evaluate outcomes, consistent with the requirements of State and Federal law, JPA Member policies and regulations pertaining to the privacy and confidentiality of student records.
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 recommendations for 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. Establish effective systems to actively engage in authentic collaboration and communication with member parties and community members. This shall include establishing mechanisms and structures to solicit and incorporate

ongoing community feedback and input into proposed policy and programmatic initiatives.

19. Any other function necessary to implement the mission of the JPA.
20. The focus of the work of Youth Ventures is inter-agency collaboration. Youth Ventures will not make policy decisions or program designs that contravene those of a member.
21. Notwithstanding the above, Members reserve the right to decline to implement Youth Ventures' recommended practices and policies at Member schools and/or sites. To the extent such recommended practices and policies are implemented at Member schools or sites, the implementation will follow all Member grant office protocols and procedures, including provisions for payment to Members of Administrative fees.
22. All contact between Youth Ventures and Members shall be through Members' designated contact with Youth Ventures. Direct contact between Youth Ventures and non-designated contacts of Members is prohibited. All processes and protocols of Members will be observed by Youth Ventures.

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. The powers of this JPA shall in no way diminish or infringe upon the authority or jurisdictions of the member organizations and their existing governing bodies.
- 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, provided, however, that each Member reserves first right of refusal over Youth Ventures to apply as the Local Educational Agency to access funding for services. Members will reserve the right to receive indirect administrative fees on any and all funding to provide services;
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. Share data among and between Members to assess need and evaluate outcomes consistent with applicable State and Federal law and Member policies 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.
15. Youth Ventures will set annual performance goals, objectives, and anticipated outcomes, and make quarterly and annual reports on performance available to the public.
16. Youth Ventures will not infringe upon the authority of its members to enter into or remain in contractual relationships with State and Federal Governments and non-profit agencies.

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/County. The function of the JPA board is limited to creating policy recommendations for approval by the governing boards of the membership organizations, not to establish or enact policy separately or in lieu of the existing governmental bodies. Any modification of the JPA board's limitations is subject to the approval of all Members herein.

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. 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. Five votes for the Oakland Unified School District provided the minimum Local Education Agency contribution as set by the Board is made to the JPA.
4. Voting rights will be assigned to new Members according to a formula based on a 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.

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.
6. Youth Ventures will establish Committees and Sub-committees, as appropriate, in its discretion. Members reserve the right to chair and staff those committees which primarily pertain to that Member's functions and/or for which that Member has demonstrated leadership. All Committees will include at least one member staff person with content knowledge of that Committee or Sub-committee's area of responsibility.

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 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.** The initial financial contribution from each Charter Member shall be \$150,000 per year in cash. 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, subject to the approval of all Members. 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.

To the extent applicable, these provisions shall also apply to Trustees and Officers of the JPA.

- 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, there are no outstanding bonds or other debts or lease obligations necessitating the continuation of the JPA as an operating entity. Upon termination, 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. Member withdrawal from the JPA shall be as set forth in Section III (D) of this Agreement.

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 JPA Board shall remain in existence and continue to exercise authority during the transfer and/or assignment 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, but no Member contributions shall be required of any Member during this period.

- 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.** Except as otherwise provided 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 them 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.

The JPA shall defend, indemnify, and hold harmless any Trustee or Officer of the JPA to the fullest extent possible against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees, judgments, fines, settlements and reasonable expenses, actually incurred by such Trustee or Officer relating to his or her conduct as a Trustee or Officer of the JPA, except that the mandatory indemnification required by this sentence shall not apply (i) to a breach of the duty of loyalty to the JPA; (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; (iii) for a transaction from which such person derived an improper personal benefit; or (iv) against judgments, penalties, fines and settlements arising from any proceeding by or in the right of the JPA, or against expenses in any such case, where such person shall be adjudged liable to the JPA.

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 or anyone directly or indirectly employed by either of them. 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.

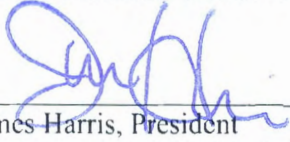
2. Workers Compensation and Employer's Liability Insurance. The JPA will obtain and maintain at all times appropriate workers' compensation and employer's liability coverage in an amount not less than the amount sufficient to satisfy the requirements of the Labor Code of the State of California.

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.

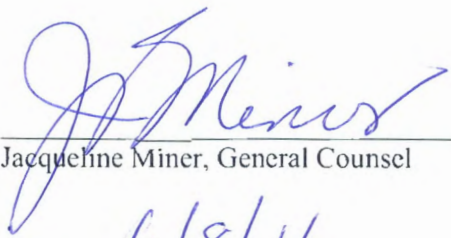
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day year written below.

Oakland Unified School District



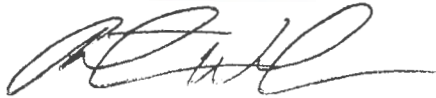
James Harris, President
Oakland Unified District School Board

Date: 6/9/16



Jacqueline Miner, General Counsel

Date: 6/8/16



Antwan Wilson
Secretary, Board of Education

File ID Number: 16-1359
Introduction Date: 6/8/16
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By: aw

County of Alameda

Scott Haggerty, President
Alameda County Board of Supervisors

Donna Zielger
Alameda County Counsel

Date: _____

Date: _____

City of Oakland
A Municipal Corporation

Sabrina Landreth, City Administrator

Barbara Parker, Oakland City Attorney

Date: _____

Date: _____

Alameda County Office of Education

Karen Monroe, Alameda County
Superintendent of Schools

Date: _____