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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline P. Minor, General Counsel

Board Meeting Date August 12, 2015

Subject **Amendment No. 1 To The Memorandum of Understanding
Between The District and The City Of Oakland**

Action Requested **Approval of Amendment No. 1 To The Memorandum of
Understanding Between The District and The City Of Oakland**

Background/Discussion This Amendment No. 1 amends the original memorandum of understanding dated February 26, 2010, between the District and City of Oakland extends the time for performance for the 2008 Secure Our Schools grant from the US Department of Justice which enabled the District to put cameras in a number of District schools.

During an audit of the City of Oakland, the City learned that although it had obtained an extension on the grant from the US Department of Justice, the City and District did not formally amend its MOU to memorialize the extension. This Amendment No. 1 extends the term of the original memorandum of understanding to cover the award period of performance. The original MOU covered a term from September 1, 2008 through August 31, 2010. Under Amendment No. 1 the term is extended to cover the period from September 1, 2010 through May 31, 2014. This extension is authorized under City of Oakland Resolution 81709 and is in accordance with the terms and conditions of the DOJ/COPS Secure Our Schools Grant Program and the parties' original MOU.

Recommendation **Approval of Amendment No. 1 to Memorandum of Understanding
between the District and the City Of Oakland**

Fiscal Impact n/a

Attachments • Amendment to Agreement

OAKLAND SECODARY SCHOOL SAFETY PROJECT

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT
AND
THE CITY OF OAKLAND**

This Amendment No. 1 amends the original memorandum of understanding dated February 26, 2010, between the OAKLAND UNIFIED SCHOOL DISTRICT (hereinafter "OUSD") and CITY OF OAKLAND (hereinafter "City"), to extend time for performance.

The original agreement is amended as follows:

1. Time for Performance

This Amendment No. 1 extends the term of the original memorandum of understanding ("MOU") to cover the entire 2008 Secure Our Schools grant award period of performance. The original MOU covered a term from September 1, 2008 through August 31, 2010. Under Amendment No. 1 the term is extended to cover the period from September 1, 2010 through May 31, 2014. This extension is authorized under City of Oakland Resolution 81709 C.M.S. and is in accordance with the terms and conditions of the DOJ/COPS Secure Our Schools Grant Program and the parties' original MOU.

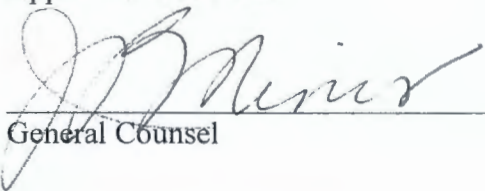
All other terms and conditions of the original agreement, except for those modified by this Amendment No. 1, shall remain unchanged and in full force and effect.

OAKLAND UNIFIED SCHOOL DISTRICT:

By: 
Superintendent

7-21-15
Date

Approved as to Form:


General Counsel

CITY OF OAKLAND:

By: _____
City Administrator

Date

Approved as to Form:

Office of the City Attorney



U.S. Department of Justice

Office of Justice Programs

Office of Audit, Assessment, and Management

Washington, D.C. 20531

JUL 2 2015

Osborn K. Solitei
Director of Finance
City of Oakland
150 Frank H. Ogawa Plaza, Suite 5353
Oakland, CA 94612
VIA: U.S. Mail and Electronic Mail at: osolitei@oaklandnet.com

Dear Mr. Solitei:

The single audit report for the City of Oakland (City), for the fiscal year ending June 30, 2014, was forwarded to the Office of Justice Programs (OJP) on June 2, 2015, by the U.S. Department of Justice (DOJ), Office of the Inspector General (OIG), Chicago Regional Audit Office, under Audit Report Number TO-50-15-050, in compliance with requirements outlined in Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The audit report disclosed **one** recommendation and **\$924,235** in questioned costs. In order to close the audit report, the City must provide a corrective action plan that adequately addresses the recommendation listed below.

Finding 2014-002 – Questioned Costs – \$924,235

The City must provide a copy of written procedures implemented to ensure that all contracts, including Memorandum of Understanding (MOU) agreements, are properly reviewed and approved by management prior to execution and payment; adequately monitored; and appropriately renewed when additional costs are anticipated; and the supporting documentation is maintained for future auditing purposes.

To address the \$924,235 in questioned costs, the City must provide documentation to support that the MOU agreement with the Oakland Unified School District has been extended to support the project costs charged to grant number 2008-CK-WX-0633. If adequate documentation cannot be provided, the City must return the funds for any unsupported costs to the DOJ; adjust the grant accounting records to remove the costs; and submit a revised Federal Financial Report for grant number 2008-CK-WX-0633.

For the recommendation listed above, the corrective action plan should cite the recommendation number and include the following information:

1. The name and number of the contact person responsible for the corrective action plan.
2. Specific steps taken to comply with the recommendation, including a copy of the requested formal written procedures, where applicable. The new or revised procedures must include an implementation date, and be signed by an authorized City official.
3. Timetable for performance and/or implementation dates for the recommendation.
4. Description of monitoring to be conducted to ensure implementation.
5. Documentation to support that the new or revised procedures were distributed to staff responsible for managing Federal grant funds, as applicable.

In addition to addressing the audit recommendation listed above, the City must submit documentation to OJP demonstrating that the City's Financial Points of Contact or other key personnel directly responsible for the financial administration of grants awarded by the DOJ has completed the DOJ-sponsored Grants Financial Management Online Training, located on the OJP website at <http://gfin.webfirst.com/>. This training is designed for grantee personnel responsible for the financial administration of discretionary and/or formula grants awarded by the DOJ, and contains 24 modules, including a session on grant fraud prevention and detection. This training must be completed within 120 days of the date of this letter, unless the City provides documentation demonstrating that City personnel have previously completed this training within the past two years.

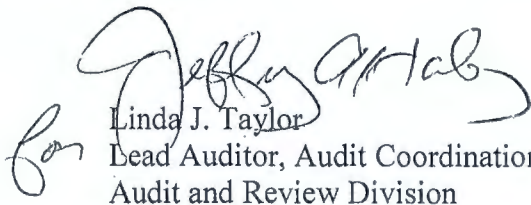
Please be advised that grantees are responsible for ensuring that recommendations related to independent audits and OIG audits are addressed in a timely manner. Grantees with audit report recommendations open for more than one year, with questioned costs in excess of \$500,000, or who do not timely address recommendations in the OIG audit reports are designated as high-risk by the DOJ, and may be subject to administrative action such as increased grant monitoring and reporting; additional special conditions; withholding of Federal grant funds; non-certification of future grant applications; collection of questioned costs through the DOJ's Justice Management Division, Debt Collection Management, or the U.S. Department of Treasury, Treasury Offset Program; or referral to the U.S. Government-Wide Suspension and Debarment List. This audit report disclosed \$924,235 in questioned costs. As a result, the City will be designated as a high-risk grantee by the DOJ, pursuant to the requirements of 28 CFR § 66.12. A separate correspondence will be sent to the City with more information regarding its high-risk designation.

Please provide this matter your immediate attention. Please forward a written response to me within 30 days from the date of this letter at the following address:

U.S. Department of Justice
Office of Justice Programs
Office of Audit, Assessment, and Management
Audit and Review Division
Attention: Linda J. Taylor
810 7th Street, NW
Washington, DC 20531
E-mail: Linda.Taylor2@usdoj.gov

Thank you in advance for your cooperation. If you have any questions, please contact me at (202) 514-7270.

Sincerely,


Linda J. Taylor
Lead Auditor, Audit Coordination Branch
Audit and Review Division

cc: Jeffery A. Haley
Deputy Director, Audit and Review Division
Office of Audit, Assessment, and Management

Marcia Samuels-Campbell
Deputy Director, Operations
Office of Community Oriented Policing Services

Leigh A. Benda
Chief Financial Officer

Christal McNeil-Wright
Associate Chief Financial Officer
Grants Financial Management Division
Office of the Chief Financial Officer

Jerry Conty
Assistant Chief Financial Officer
Grants Financial Management Division
Office of the Chief Financial Officer

cc: Aida Brumme
Acting Manager, Evaluation and Oversight Branch
Grants Financial Management Division
Office of the Chief Financial Officer

Richard P. Theis
Assistant Director, Audit Liaison Group
Internal Review and Evaluation Office
Justice Management Division

Carol S. Taraszka
Regional Audit Manager
Chicago Regional Audit Office
Office of the Inspector General

Marcia L. Wallace
Director, Office of Operations – Audit Division
Office of the Inspector General

CITY OF OAKLAND
Schedule of Findings and Questioned Costs (continued)
Year Ended June 30, 2014

Section III – Federal Award Findings and Questioned Costs

Finding 2014-002 Subrecipient Monitoring

Federal Program Title: Public Safety Partnership and Community Policing Grants
Federal Catalog Number(s): 16.710
Federal Agency: U.S. Department of Justice
Pass-Through Entity: N/A – direct award.
Federal Award Number(s): 2008CKWX0633

Criteria:

Pursuant to Code of Federal Regulations, Title 28, section 70.47, a system for contract administration must be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases.

Condition:

The City entered into a memorandum of understanding (MOU) with the Oakland Unified School District (OUSD) to support the Oakland Secondary School Safety Project. During Phase II of the Project, which took place in fiscal year 2014, OUSD was responsible for procuring and monitoring a contractor to perform the work for the project. The City's role with respect to Phase II was that of a fiscal agent. The City would directly pay the contractor for costs incurred upon receipt of the contractor's invoices approved by OUSD.

The MOU expired on August 31, 2010. Although the City continued to monitor OUSD and the costs incurred under the MOU, the City's payments to the contractor during fiscal year 2013-14 were effectively made under an expired MOU.

Cause:

The MOU between the City and OUSD covered a term from September 1, 2008 through August 31, 2010, which coincided with the original timeline of the grant awarded to the City by the DOJ. The City obtained an extension on the award from the DOJ through May 31, 2014. However, the City did not properly track the corresponding term of the MOU and continued to regard the original agreement as the basis for the project costs incurred after the expiration date.

Effect:

The City made disbursements that were not supported by active and enforceable agreements.

Questioned Costs:

Questioned costs represent amounts paid to OUSD's contractor for the Oakland Secondary School Safety Project under the MOU, which total \$924,235.

CITY OF OAKLAND
Schedule of Findings and Questioned Costs (continued)
Year Ended June 30, 2014

Section III – Federal Award Findings and Questioned Costs

Finding 2014-002 (continued)

Recommendation:

We recommend that the City take measures to ensure that term periods of contracts and MOUs are more carefully monitored and are appropriately renewed when additional costs are anticipated.

Management Response and Corrective Action:

The Administration agrees with the recommendation.

The Oakland Police Department (OPD) staff will implement the processes listed below to ensure OPD and the City carefully monitors and appropriately renews the term periods of contracts and Memorandum of Understandings (MOU) when additional costs are anticipated.

- 1) Create a MOU log and update the log on a monthly basis, or as changes occur
- 2) Create, review and update grant award checklists on a quarterly basis
- 3) Train and/or re-train staff on grants/project monitoring

OAKLAND SECONDARY SCHOOL SAFETY PROJECT
MEMORANDUM OF UNDERSTANDING
BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT
AND
THE CITY OF OAKLAND

WHEREAS, in June 2008 the City of Oakland (the "City") and the Oakland Unified School District ("OUSD") submitted an application to the United States Department of Justice ("DOJ"), Community Oriented Policing Services ("COPS") for a Secure Our Schools ("SOS") grant in the amount of \$1,515,066.00 to be matched by an equal amount from OUSD for the Oakland Secondary School Safety Project (the "Project"); and

WHEREAS, the Project will provide a world class digital video surveillance network and metal detection systems at twenty-six OUSD school sites, including, thirteen high schools, nine middle schools and four alternative education programs in OUSD; and

WHEREAS, these crucial infrastructure improvements are imperative for deterring crime and supporting healthy school environments conducive for learning and inter-jurisdictional data tracking, data sharing, and other crime prevention approaches; and

WHEREAS, on September 11, 2008, DOJ awarded SOS grant # 2008CKWX0633 to the City of Oakland and its grant application partner OUSD in the amount of \$1,515,066.00, conditioned on the applicant matching the grant funds in an equal amount; and

Whereas, on June 25, 2008 in Legislative Action file No. 08-1557, OUSD's Governing Board authorized the payment of matching funds, in the not to exceed amount of One Million, Five Hundred Twenty Five Thousand, One Hundred Twenty-Six Dollars and no cents (\$1,525,126.00, as required by the SOS Grant, and that funds in the amount of \$1,500,000.00 have been deposited into restricted budget account number is 9909157801 ("The Matching Funds"); and

WHEREAS, the Oakland City Council, pursuant to City of Oakland Resolution No.81709 C.M.S. dated December 3, 2008, has accepted the SOS grant award and allocated said funds to pay for the Project, and authorized the City Administrator to enter into a Memorandum of Understanding with OUSD for the SOS grant; and

WHEREAS, in January 2008, OUSD published a Request for Proposals in order to search for and procure a vendor to provide and install all equipment and technology required for the Project; and,

WHEREAS, by Resolution No. 0809-0219, the OUSD State Administrator/Trustee approved a resolution authorizing award of a Request for Proposal to AT&T for the period from May 25, 2009 to June 30, 2011 and thereafter renewable annually at OUSD's option to provide and install the equipment for the entire Project; and

WHEREAS, the Project will enable OUSD and the City monitor, track and discipline unacceptable behaviors and institute innovative plans to help reduce youth violence and crime on campuses and enhance self-policing strategies through development of greater data sharing capabilities; and

WHEREAS, OUSD and the City has agreed that payment of the Project will be handled in two phases with Phase I being paid by OUSD funds in the amount of at least \$1,525,126.00 and Phase II being paid by the DOJ grant in the amount of \$1,515,066.00; and now therefore be it

RESOLVED: that the City and OUSD enter into this Memorandum of Understanding ("MOU") and agree as follows:

Section 1. Term

The MOU shall be effective immediately on the date of signature and terminates on August 31, 2010, unless terminated earlier pursuant to the conditions outlined in Sections 7 or 8 below, or extended in accord with the terms and conditions of this Agreement and the DOJ SOS grant requirements. The Parties may, in writing, by mutual agreement extend the term of this MOU, provided that if OUSD needs additional time to complete the requirements of the DOJ SOS grant, that OUSD shall need to timely submit to the City a written request for a no cost extension, 120 days prior to the end of the DOJ grant term. The written request must include a narrative justification for OUSD's request for a no cost extension, and detail the amount of time needed beyond the original grant term to fulfill all requisite deliverables under the DOJ SOS grant in accord with DOJ's requirements.

Section 2. General Obligations

- a. OUSD shall comply with all terms of the DOJ/COPS SOS Grant, as well as all applicable Federal Regulations. This includes, but is not limited to, the SOS grant application and all conditions and regulations referred to

there in: DOJ Standard Form 424, COPS Application Attachment to SF-424, and the DOJ grant Application Guide.

- b. OUSD shall select and contract with a vendor who will provide and install the Project in accordance with the terms of the SOS Grant Award.
- c. OUSD shall provide to the Oakland Police Department, access to the Video Surveillance System through an internet-based access portal, on a 24-hour basis, including all access codes, for as long as the Project is in use by OUSD.
- d. OUSD shall be solely responsible for remit all funds due and payable to the Vendor within 30 days of their receipt of invoice(s) or as otherwise required by the contract with the Vendor.
- e. OUSD shall participate in all financial and programmatic audits should any arise before, during, and after the start of the SOS Grant.
- f. OUSD shall provide and pay for utilities to enable functionality of the Project, including electricity and telecommunications lines fees.
- g. OUSD shall use funds separate and apart from, and in addition to, the Matching Funds to pay for the purchase and installation of metal detectors at any of its properties or campuses.
- h. OUSD shall provide, on a quarterly basis, to City all backup documentation for purchases made including invoices, purchase orders, and general ledger reports.
- i. City shall provide on a quarterly basis, progress reports associated with the grant for the duration of the project to DOJ, provided that, OUSD shall complete narrative progress report with respect to the purchase of the AT&T equipment and submit them to the City, in electronic (Word 2003) format. The reports shall be due to City staff within thirty (30) calendar days following the end of each reporting quarter. (Quarter end dates are: March 30, June 30, September 30, and December 31.) City will then submit the report(s) to the DOJ in keeping with the City's standard grant reporting requirements to the grantor.
- j. City shall submit by mail or in person to the DOJ a reconciled report of all project related expenditures during the current month.
- k. City shall handle all fiscal aspects of grant claims; and
 - i. Will work with OUSD to ensure grant progress reports are completed in a timely manner.
 - ii. DOJ will receive this report 10 days after the end of each quarter. This report will be accompanied by all invoices, and any additional backup documentation, regarding the purchase of project related equipment.
- 1. City shall submit requests for reimbursement to the DOJ.

Section 3 Phase I of the Project

The City shall have no responsibilities for the implementation of Phase I of the Project. OUSD shall make disbursement of all Matching Funds for payment of the Project expenses in accordance with the terms and conditions of the SOS grant requirements, and any regulations incorporated by the SOS grant documents.

Section 4. The City's Responsibilities

Phase II: The City shall serve as fiscal agent for Phase II of the Project and coordinate with OUSD the grant close out process as described in Attachment A, which is attached hereto and incorporated by reference herein. OUSD acknowledges that the amount of DOJ SOS grant funds should correspond to the amount of funds that OUSD currently holds in trust for the project, approximately one million, five hundred thousand dollars (\$1,500,000.00), and that the City - and the grantor DOJ - shall only match the amount (on a dollar per dollar basis) which the OUSD actually expends on the project.

As fiscal agent for Phase II of the Project, the City shall handle fiscal matters related to Phase II of the Project, including quarterly disbursement of funds to directly compensate the contractor that will be selected by OUSD to install Phase II of the Project. The vendor shall be required to submit completed and fully documented invoice(s) directly to the City for its review and approval after first submitting such invoices to OUSD for its prior written concurrence with the vendor's proposed invoice charges and documentation. The City shall then remit funds due and payable directly to the vendor, however any such City approval and remittance shall not be construed by the parties to this MOU being any City or DOJ certification, endorsement, or verification of vendor's charges, work completed or any other approval of vendor's, or of OUSD's fulfillment or discharge of OUSD's or vendor's obligations under this MOU, under any DOJ grant requirements, or under vendor's contract with OUSD. Except for any action or claim arising from the sole negligence, active negligence or willful misconduct of the City, OUSD shall hold City harmless and indemnify City for any errors, losses, overcharges, or any other discrepancy in any of vendor's invoices, or any liability or claims that may result with respect to a DOJ audit and review of vendor's work, invoices, charges, costs or any such claims related thereto and or arising under this MOU with respect to OUSD's performance or failure to perform its obligations under the DOJ grant program or under this MOU.

OUSD shall maintain separate records of disbursements related to all aspects of the Project, keep receipts for at least five (5) years following completion of Phase II of the Project and make financial records available to the City or DOJ upon request for audit by the City or DOJ, or their respective designees. OUSD shall designate a staff person who will be the City's and DOJ' primary point of contact for implementation of the OUSD's responsibilities under this MOU.

Section 5. OUSD's Responsibilities

- a. OUSD shall provide the City with copies of paid invoices for Phase I of the Project.
- b. Except for the City's responsibility to serve as the fiscal agent for Phase II of the Project and coordinate with OUSD the grant close out process as described in **Attachment A**, which is attached hereto and incorporated by reference herein, OUSD shall be responsible for complying with the requirements of the DOJ grant, including the grant monitoring standards and guidelines, management and training guidelines, compliance requirements and grant closeout process.
- c. OUSD shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913) which restricts the use of federal funds for lobbying activity. More specifically, the Act provides that federal funds cannot be used, directly or indirectly, to influence a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
- d. **Books and Records.**
OUSD shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, OUSD shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. OUSD shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final disbursement under this Agreement or until any final audit has been fully completed, whichever is later.
- e. **Record-Keeping.** OUSD shall establish and maintain property, programmatic and financial records in accordance with the COPS grant record requirements, and:
 - i. Maintain financial management systems that support grant activities in accordance with federal requirements, including but not limited to Title 28, Code of Federal Regulations (CFR), Part 66.20, and DOJ Financial Guide, Part II, Chapter 3.

- ii. Maintain an equipment tracking system that complies with federal requirements, including but not limited to the components identified in 28 CFR Parts 66.32 and 66.33, and DOJ Financial Guide, Part III, Chapter 6.
- iii. Retain records in accordance with retention requirements contained in the following: (i) U.S. Department of Justice FY2007 Technology Program Grant Owner's Manual, dated August 2007, including but not limited to Section IV, Financial Record Maintenance, Freedom of Information Act.

Section 6 Indemnity

- a. Notwithstanding any other provision of this Agreement, OUSD shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of OUSD's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by OUSD under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by OUSD under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of OUSD;
 - (v) Claim of misuse, misappropriation, or misapplication of Grant Funds;
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes OUSD, its School Board, State Trustee, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give OUSD prompt written notice of any such claim of loss or damage and shall cooperate with OUSD, in the defense and all related

settlement negotiations to the extent that cooperation does not conflict with City's interests.

- d. Notwithstanding the foregoing, City shall have the right if OUSD fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In no event shall OUSD agree to the settlement of any claim described herein without the prior written consent of City.
- e. OUSD acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to OUSD by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, OUSD's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of OUSD's obligations under this Section 6 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 6 shall not be limited by the City's insurance requirements contained in Schedule C hereof, or by any other provision of this Agreement. [OUSD does not understand the preceding sentence; Schedule C was not attached] City's liability under this Agreement shall be limited to the payment of the grant to OUSD in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 7. Inspection and Audit

OUSD shall make available to City, and to City employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by OUSD under Section 5d. and 5.e. OUSD shall permit City, and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as

OUSD has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under Sections 4 and 5.

Section 8. Termination

To the extent permitted by the SOS grant terms, this MOU may be terminated at any time in writing by the agreement of the parties. Alternatively, either party may terminate this MOU with 90 days prior written notice to the other party.

Section 9. Termination for Lack of Appropriation

City's obligations under this Agreement are contingent upon continued SOS Grant funding by DOJ/COPS awarded to the City in September 2008. The City may terminate this Agreement on thirty (30) days' written notice to OUSD without further obligation if said grant funding is withdrawn or otherwise becomes unavailable for continued funding of the Project or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.

Section 10 Notices

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT:

Michael Moore, Commissioner
Michael L. Moore, Sr. - Commissioner
Oakland Unified School District
900 High Street
Oakland, CA 94601
(510) 879-8311
(510) 879-1835 (FAX)
Michael.moore@ousd.k12.ca.us

TO THE CITY

Dan Lindheim
City Administrator
City of Oakland
One Frank Ogawa Plaza
Oakland, CA 94612
(510) 238-3301 Office
(510) 238-2223 Fax
cityadministrator@oaklandnet.com

CC:

Lt. Sharon Williams
Field Operations
Oakland Police Department
455 Seventh Street
Oakland, CA 94607
(510) 238-3357 Office
(510) 238-2251 Fax
SWilliams2@oaklandnet.com

Pelayo Llamas
Deputy City Attorney
City Attorney's Office
City of Oakland
One Frank Ogawa Plaza
Oakland, CA 94612
(510) 238-6621 Office
(510) 238-6500 Fax
pllamas@oaklandcityattorney.org

Section 11. Miscellaneous Provisions

- a. This MOU constitutes the entire agreement between the parties concerning the subject matter of this Agreement. Any prior agreements or understandings between the parties concerning the same subject matter not contained within this Agreement are null and void.
- b. This Agreement may be modified or extended only in writing and must be signed by District and Employee.

Oakland Unified School District

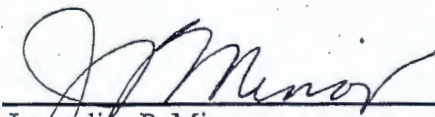
By: 

Tony Smith, PhD
Superintendent

Print Name and Title of Signatory

February 26, 2010
Date

Approved as to Form:



Jacqueline P. Minor
General Counsel

CITY OF OAKLAND:

By: 

City Administrator City of Oakland

Daniel Lindheim _____

October 26, 2009
Date

Approved as to Form:

OFFICE OF THE CITY ATTORNEY:

Signature: 

**Start Secure
Our Schools
Grant**
(01 Sept 08)

**OUSD &
OPD
Executed
MOU**
(26 Feb 10)

**Grant
Extension
Requested &
Approved**
(2010, 2011,
2012, & 2013)

**Grant End
Date**
(31 May 14)

**DOJ Audit
Letter**
(02 Jul 15)

**Council
Resolution
Approving
Grant
Award &
MOU**
(30 Oct 08)

**OUSD &
OPD MOU
Expired**
(31 Aug 10)

**Payments to
Vendors**
(2010 - 2014)

**Single Audit
Finding**
(13 Feb 15)

**Amendment
No. 1**
(Jul 15)