



Meeting Date: 05 / 13 / 08

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Grace Magistrale Hoffman *mmh* Agenda Item No. I-3

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____

DATE: May 5, 2008

TO: City Council

FROM: Edmund F. Sotelo, City Manager
City Manager's Office

SUBJECT: Memorandum of Understanding Among the National League of Cities Institute, the National Council on Crime and Delinquency and the City of Oxnard

RECOMMENDATION

That the City Council approve, and authorize the Mayor to sign the Memorandum of Understanding among the National League of Cities Institute, the National Council on Crime and Delinquency and the City of Oxnard (A-7055) formalizing the California Cities Gang Prevention Network.

BACKGROUND

The City of Oxnard joined the California Cities Gang Prevention Network in January, 2007. Recently, the National League of Cities' Institute for Youth, Education, and Families (the Institute), and the National Council Crime and Delinquency (NCCD) have requested that the City of Oxnard formally adopt a Memorandum of Understanding for this three-year project.

In late 2006, what was previously known as the "Gang Prevention Task Force" became the Community Action Partnership (CAP). The Community Action Partnership is lead by Oxnard City Council representatives, Mayor Thomas E. Holden and Councilmember Andres Herrera. The purpose of this partnership with the County of Ventura (represented by Supervisor Kathy Long and Supervisor John Flynn) is to prevent violence in Oxnard, and better utilize resources. The CAP's mission is "To develop and provide coordinated resources to create a safe environment for our youth and families in their homes, schools and communities."

DISCUSSION

The Institute and NCCD has launched a three-year, nationally recognized thirteen-city Gang Prevention Initiative. Participating cities include Fresno, Los Angeles (San Fernando Valley portion), Oakland, Richmond, Sacramento, Salinas, San Bernardino, San Diego, San Francisco, San Jose, Santa Rosa, Stockton, and Oxnard. The Network is supported by grants from the California Wellness Foundation, the California Endowment, The East Bay Community Foundation, the Richmond Children's Fund, and the Evelyn and Walter Haas, Jr. Fund. The project goals of the California Cities Gang Prevention Network can be summarized as follows:

- Reduce gang-related violence and victimization.
- Establish or improve a collaboration in each City that blends prevention, intervention, and suppression, and that involves City leaders and community stakeholders.
- Get in front of the gang issue before policies based on "fear" divert funds from essential infrastructure (such as schools, police, services for children and youth) to corrections.
- Identify and document City responses to key program and policy questions (e.g., essential approaches to anti-gang efforts; what doesn't work; who must be involved, etc.)
- Forge a vibrant peer-learning network among the 13 participating cities.
- Identify state policy and practice that would support effective community practice.

Teams from each city meet regularly to improve collaborative approaches, learn from other cities document effective practice, and discuss lessons learned. The California Cities Gang Prevention Network project currently provides the following support:

- Hold two meetings per year supplemented by monthly conference calls with team leaders to facilitate sharing of local successes and obstacles and/or challenges.
- Develop a Resource Bank for mutual assistance.
- Create sub-networks among participating cities on key topics.
- Convene a statewide advisory board annually (including representatives from the health, criminal justice, legislative, fund, and advocacy sectors).
- Issue bi-monthly bulletins and two "Strategic Briefs" per year.
- Recommend policy changes on the state and federal levels to support local efforts.
- Produce documentary evaluation.

Memorandum of Understanding between the National League of Cities Institute and
the National Council on Crime and Delinquency and the City of Oxnard

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By approving the attached MOU, the City agrees to the following:

- a. Create or expand a jurisdiction-wide planning and action entity (e.g., as task force, commission, or council) involving key municipal and civic leaders to address the issue of gang violence;
- b. Designate a lead representative for the City to serve as the primary liaison between this entity and the Network by participating in monthly conference calls and annual convenings of lead representatives, providing regular updates on local progress, and ensuring that the City has full access to Network assistance and resources;
- c. Appoint a five-member team that includes representation of the mayor, law enforcement, and the broader community to participate in full meetings of the Network on at least an annual basis;
- d. Produce, in consultation with the Partners, a local action plan summarizing key elements of a jurisdiction-wide gang prevention strategy that blends prevention, intervention, enforcement, and the moral voice of the community;
- e. Take appropriate steps to implement this local action plan by designating an entity or individual to drive process, track results, share information on significant successes with other cities, identify obstacles to progress, and adjust or refine the gang prevention strategy in a timely manner with the Partners and other Network members;
- f. Provide input, reactions, guidance and advice to the Partners and other Network members in the development and refinement of recommendations for improvements in state and federal policy that support local gang prevention efforts;
- g. Be available to assist other members of the Network in peer learning; and
- h. Participate in the project evaluation, including provision of appropriate data.

The City is currently meeting the expectations and requirements of the Network project. Staff recommends that the Memorandum of Understanding with the Institute and the NCCD be approved.

FINANCIAL IMPACT

The costs associated with elements of the MOU have been included in the FY 07-08 City budget.

Attachment #1 - Memorandum of Understanding.

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MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “**Agreement**”) is made this 12th day of February, 2008, by and between the **National League of Cities Institute and National Council on Crime and Delinquency** collectively (the “**Partners**”) and the **City of Oxnard, California** (the “**City**”).

RECITALS

WHEREAS, gang violence harms individuals, saps community life, and comprises a disproportionate percentage of the homicides and other violent crimes committed in the nation’s cities, which have risen throughout California and the nation since 2004; and

WHEREAS, the City is one of 13 municipalities in the state of California that are members of the California City Gang Prevention Network (the “**Network**”), launched by the Partners in January 2007 with the overarching goal of reducing gang-related violence and victimization in local communities; and

WHEREAS, the Network seeks to assist participating cities in the development of local action plans that blend prevention, intervention, enforcement, and the moral voice of the community in order to achieve this overarching goal; and

WHEREAS, innovation and sustained progress in reducing gang-related violence and victimization can be stimulated and supported through the development of a strong peer learning community and identification of supportive policies under the auspices of the Network; and

WHEREAS, identification and documentation of best practices in a broad array of areas are urgently needed to guide local action in cities within the Network, across the state of California, and throughout the nation; and

WHEREAS, local experience and insights in combating gang violence and reducing gang affiliation can and should inform the development of state and federal policies that are designed to support local gang prevention initiatives:

NOW, THEREFORE, the Partners and the City agree, as follows:

1. The Partners agree to:
 - (a) Convene at least two in-person meetings of the Network each year, one with full city-sponsored teams and a second with lead representatives from participating cities;
 - (b) Produce six periodic bulletins and strategy papers each year for distribution to Network members and other interested parties that highlight best practices and promising or innovative strategies for reducing gang violence and victimization;

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- (c) Host monthly conference calls that enable lead representatives of cities participating in the Network to share information and offer ideas for future action;
- (d) Assist participating cities in their efforts to develop jurisdiction-wide action plans that incorporate prevention, intervention, enforcement, and the moral voice of the community as key elements;
- (e) Provide additional technical assistance in writing, by phone, or on site as needed to the extent possible and consistent with funding and other project resources available to the Partners;
- (f) Create a resource bank and Web site to assist and support Network members;
- (g) Produce additional training and technical assistance tools and resources as permitted by funding;
- (h) Create and enlist the advice and support of a statewide Advisory Board ("Board"), bringing members of the Board together with Network members when feasible;
- (i) Develop, in consultation with the Network, recommendations for improving state and federal policies related to gang violence and victimization and facilitate opportunities for Network members to participate in policy debates at state and federal levels; and
- (j) Conduct a final evaluation of the Network and its effectiveness in achieving its stated goals and objectives.

2. The City agrees to:

- (a) Create or expand a jurisdiction-wide planning and action entity (e.g., a task force, commission, or council) involving key municipal and civic leaders to address the issue of gang violence;
- (b) Designate a lead representative for the City to serve as the primary liaison between this entity and the Network by participating in monthly conference calls and annual convenings of lead representatives, providing regular updates on local progress, and ensuring that the City has full access to Network assistance and resources;
- (c) Appoint a five-member team that includes representation of the mayor, law enforcement, and the broader community to participate in full meetings of the Network on at least an annual basis;
- (d) Produce, in consultation with the Partners, a local action plan summarizing key elements of a jurisdiction-wide gang prevention strategy that blends prevention, intervention, enforcement, and the moral voice of the community;
- (e) Take appropriate steps to implement this local action plan by designating an entity or individual to drive process and track results, and sharing information on significant successes, obstacles to progress, and adjustments or refinements to the gang prevention strategy in a timely manner with the Partners and other Network members;
- (f) Provide input, reactions, guidance and advice to the Partners and other Network members in the development and refinement of recommendations for improvements in state and federal policy that support local gang prevention efforts;
- (g) Be available to assist other members of the Network in peer learning; and
- (h) Participate in the project evaluation, including provision of appropriate data.

3. The Partners and the City will define other collaborative activities under this Agreement over time. Such additional activities shall be separately agreed upon, in writing, by both parties and will be made a part of this Agreement by being attached as an addendum and/or amendment to this Agreement.

4. Additional Matters:

- (a) The Partners, as 501(c)(3) organizations, will not lobby for or take a position on specific legislative and policy issues. The City will be free to pursue individual legislative, regulatory and policy efforts at its sole discretion.
- (b) This Agreement shall commence on May 13, 2008 and remain in force through December 31, 2009. Either party may terminate this Agreement upon delivery of written notice to the other party.

Acknowledged and Agreed:

**NATIONAL LEAGUE OF CITIES
INSTITUTE**

**NATIONAL COUNCIL ON CRIME AND
DELINQUENCY**

By: _____

By: _____

Printed Name: _____

Printed Name _____

Title: _____

Title: _____

City/State: _____

City/State: _____

CITY OF _____

By: _____

Printed Name: Thomas E. Holden

Title: Mayor

City/State: Oxnard, California

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