



AGENDA ITEM NO.

1B

COUNCIL MEETING

01/09/2014

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

January, 9, 2014

FROM: JERRY P. DYER, Chief of Police
Police Department

BY: PATRICK F. FARMER, Investigative Services Division
Police Department

SUBJECT: AUTHORIZE ACCEPTANCE OF THE GRANT AUGMENTATION FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES), FOR THE ANTI-HUMAN TRAFFICKING TASK FORCE PROJECT, ADOPT THE 28TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION 2013-98 TO APPROPRIATE \$195,800 FOR THE ANTI-HUMAN TRAFFICKING PROGRAM INTO THE FY14 BUDGET, AND AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO AND EXECUTE THE GRANT AGREEMENT, THE AGENCY MOU ADDENDUMS AND ALL REQUIRED PROGRAM DOCUMENTS

RECOMMENDATIONS

It is recommended that Council authorize acceptance of the grant award augmentation of \$195,800 from the Byrne Justice Assistance Grant Program, administered through the California Office of Emergency Services and authorize the Chief of Police to enter into and execute the amended agreements and MOU Addendums with the Marjorie Mason Center, and Fresno County Economic Opportunities Commission, and adopt an amendment to the AAR to appropriate \$195,800 into the FY 14 budget.

EXECUTIVE SUMMARY

The City of Fresno has been awarded an augmentation of grant funds to continue the Coalition against Human Trafficking (CAHT) grant for the Anti-Human Trafficking Task Force Project, funded by the Edward Byrne Memorial Justice Assistance Grant (JAG), and administered by the California Office of Emergency Services. Staff requests authorization for the chief to enter into the grant award agreement, the services provider MOU's, and to authorize the 28th Amendment to the 2013-98 AAR to appropriate \$195,800 into the FY14 budget.

BACKGROUND

The California Office of Emergency Services (CalOES) is the State Administering Agency in California for the Federal 2012 Justice Assistance Grant (JAG) funding. In November of 2012, the Fresno Police Department, through the City of Fresno, received funding from CalOES, funded through JAG for the 2012 Anti-Human Trafficking Task Force, to target the problem of Human Trafficking within its jurisdiction. The City Council approved this on November 15, 2012. The state has identified additional funds to augment these task force operations through June 30, 2014. The

additional funds will allow the task force to continue to enhance existing operations. Memorandums of Understanding exist between the City of Fresno, Marjaree Mason Center, and the Fresno County Economic Opportunities Commission. An amendment to the MOU has been drafted to include the augmentation of funding and the extension of the grant time line.

Since being established in 2010, the police department's Coalition against Human Trafficking has had a positive impact on crime that victimizes children and young adults. More than 200 human trafficking victims have been identified and rescued from a lifestyle they have been forced to lead. Through this program, victims were able to access necessary services provided by Fresno County Opportunities Commission or Marjaree Mason Center. Twenty four (24) offenders or traffickers, who had trafficked an even greater number of victims than those identified, were arrested and charged in either state or federal court. These individuals received appropriate sentencing, with one being sentenced to 50 years in federal penitentiary for repeated beatings and trafficking of a child in the sex trade. The investigative work completed through this grant had positive results that exceeded expectations. The project clearly identified the influence human trafficking plays in the massage industry, and the need to restructure the city's massage ordinance; and was adopted in November of 2013 by the City Council.

The Anti-Human Trafficking Task Force Recovery Program has had a significant impact in our jurisdiction and will help to expand the existing multi-disciplinary task force to improve both the law enforcement response and the coordination between disciplines. The intent of this project is to increase the identification of trafficking victims through proactive law enforcement tactics. The Fresno Police Department has been allotted \$77,500 for detective and sergeant overtime, and administrative assistant fees. The allotment for travel and training will be \$10,100, and \$31,700 has been allocated for equipment and supplies.

As victims are identified, and through agreements with the Marjaree Mason Center (MMC), and the Fresno County Economic Opportunities Commission (EOC), access to necessary services will be provided for these victims. Through its Sanctuary and Youth Services ("SYS"), EOC will receive \$49,000 and provide comprehensive services such as referrals to emergency housing, identification documents, and legal services (court documents for custody paperwork and name changes). MMC will receive \$27,500 and provide comprehensive services to the victims such as safety planning, shelter referral, counseling, and legal assistance consisting of filling out and filing restraining orders, assistance with child custody, child support, divorce, immigration, T-Visas, criminal proceedings, and court accompaniment.

FISCAL IMPACT

The impact to the general fund minimizes overtime costs for operations for anti-human trafficking task force. The equipment and supplies necessary for operations are paid with grant funds and reduces general fund liability.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 28th AMENDMENT TO THE ANNUAL APPROPRIATION
RESOLUTION NO. 2013-98 APPROPRIATING \$195,800 FOR THE
ANTIHUMAN TRAFFICKING PROGRAM INTO THE FY2014 BUDGET

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2013-98 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: POLICE DEPARTMENT	
Misc State Grants - Police	\$ 195,800

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

Misc State Grants - Police

Revenues:

Account: 33401 State-Grant	\$ 195,800
Fund: 22028	
Org Unit: 156276	

Total Revenues	<u>\$ 195,800</u>
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Appropriations:

Account: 51201 Non-Permanent Salaries	\$ 5,000
51202 Non-Permanent Fringe	500
51301 Overtime	72,000
55301 Communications	12,800
55801 Training	10,100
57411 New Machinery & Equipment	18,900
58002 Outside Agency Support	<u>76,500</u>

 Fund: 22028

 Org Unit: 156276

Total Appropriations	<u>\$ 195,800</u>
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THAT the purpose is to appropriate \$195,800 for the Antihuman Trafficking Program into the FY2014 Budget.

Date Adopted:
Date Approved:
Effective Date:

Resolution No.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2014

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2014
Mayor Approval/No Return: _____, 2014
Mayor Veto: _____, 2014
Council Override Veto: _____, 2014

YVONNE SPENCE, CMC
City Clerk

Date Adopted:
Date Approved:
Effective Date:

Resolution No.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT AWARD AMENDMENT		Cal OES GRANT AWARD #		HF 12016675	
Federal Grant #	n/a	FIPS#	019-27000	Amendment#	2
Project #	n/a	DUNS#	071887855	Recipient Performance Period	10/01/12 to 06/30/14

This amendment is between the California Governor's Office of Emergency Services, hereafter called Cal OES, and the Grant Recipient: City of Fresno

The Recipient agrees to the amendment of this Grant Award Agreement as specified below:

Grant Award Agreement HF12016675 between the parties hereto is hereby Amended to:

Increase JAGO 11 Funds from \$ 200,000 by \$ 195,780 to \$ 395,780.

JAGO 11 funds must be expended by June 30, 2014, and a 2-201 for these funds must be submitted by August 31, 2014, this reduces the liquidation period to 30 days

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the grant award and/or the denial of future grant funds.

All other provisions of this grant shall remain as previously agreed upon.

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: Maureen B. Boka
DEPUTY CITY ATTORNEY Dec. 19, 2013

Recipient (Certification and Signature of Authorized Agent)				
By (Authorized Signature)		Date		
		12/14/2013		
Printed Name		Title		
Jerry Dyer		Police Chief		
Address				
P.O. Box 1271, Fresno, CA 93715-1271				
Governor's Office of Emergency Services (For Cal OES use only)				
By Secretary or Designer		Date		
Printed Name		Title		
		Director		
Amount Encumbered by this Document	Program/Component	Match	Item	
Prior Amount Encumbered	Fund Source	Chapter	Statute	Fiscal Year
Total Amount Encumbered to Date	PCA #	Project #	GFA #	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
Signature of Cal OES Fiscal Officer		Date		

Cal OES Grant Award Modification

MAL 30 California Governor's Office of Emergency Services
3652 Schweser Ave.
Madison, CA 95656

Check correct unit
Division/Office: By SA, LW & Children

1. Award # HF 12016675

2. Modification #: 2

(Indicate unit on envelope)

3. Recipient/Implementing Agency City of Fresno
4. Project Title Coalition Against Human Trafficking
5. Contact Person Judy Garcia Phone: (559) 621-2053 Ex: _____ Fax: (559) 457-1085
Email Address judy.garcia@fresno.gov
6. Grant Period: 10/01/2012 to 06/30/2014
7. Payment Mailing Address: P.O. Box 1271, Fresno, CA 93715-1271 Check here if new.

8. Revision to Budget

Grant	Current Allocation (CA) Select Acronym from list	Grant Funds				Required Match				Total
		A. Personal Services	B. Operating Expenses	C. Equipment	Fund Total	A. Personal Services	B. Operating Expenses	C. Equipment	Match Total	
12	JAGO	\$227,500	\$156,731	\$11,549	\$395,780				\$0	\$395,780
Yr	JAGO				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Proposed Change (PC)		[add (+) or subtract (-) from budgeted amount]								
12	JAGO				\$0				\$0	\$0
Yr	JAGO				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Revised Allocation (RA)										
12	JAGO	\$227,500	\$166,731	\$11,549	\$400,740	\$0	\$0	\$0	\$0	\$400,740
Yr	JAGO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Check when completed

9. Justification for Modification: (If necessary, continue the justification on page 3.)

Grant Award Agreement HF12016675 between the parties hereto is hereby Amended to

Increase JAGO 11 Funds from \$ 200,000 by \$ 195,780 to \$ 395,780

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: *Mary Anne P. Cooke*
DEPUTY CITY ATTORNEY**

Dec 11, 2013

10. Local Approvals			
Patrick Farmer	Judy Garcia		
Project Director (typed name)	Financial Officer (typed name)		
<i>Patrick Farmer</i>	<i>Judy Garcia</i>		
Project Director Signature	Financial Officer Signature	<i>12/14/13</i>	
Date: _____	Date: _____		
Cal OES USE ONLY			
Cal OES Approval Signatures			

Program Specialist _____	Date: _____	Supervisor _____	Date: _____
Grants Processing _____	Date: _____		

ADDENDUM NO. 1
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO AND THE MARJAREE MASON CENTER, INC.

THIS Addendum No. 1 is made and entered into effective the ___ day of January, 2014, by and between the between the MARJAREE MASON CENTER, INC., a California non profit corporation ("MMC"), The CITY OF FRESNO, a municipal corporation ("CITY").

WHEREAS, on October 1, 2012 the parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds allocated from the California Office of Emergency Services ("CalOES") to local law enforcement for the Coalition Against Human Trafficking Task Force grant program (the "Program"); and

WHEREAS, the State of California has subsequently allocated an additional \$195,780 for the Program; and

WHEREAS, this Addendum No. 1 sets forth the distribution of those funds consistent with the terms of the MOU.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Distribution of \$27,000 shall be allocated to MMC as outlined on Exhibit "A" attached hereto and incorporated herein by this reference. CITY, as Applicant, will reimburse the MMC by invoice and supporting documentation and in accordance with the terms of the MOU.

2. In all other regards, the MOU shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO

Marjaree Mason Center, Inc.
a California non-profit corporation

BY: _____
Jerry Dyer, Chief of Police
City of Fresno Police Department

BY: _____

Genelle Taylor Kumpe, Executive
Director
California non-profit organization
TAXPAYER FEDERAL I.D.
#94-1156639

By: _____
ATTEST:
YVONNE SPENCE
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney

By: Maury Ann B. Saker Date Dec 19, 2013
Deputy

11/29/12

MEMORANDUM OF UNDERSTANDING

(California Emergency Management Agency - 2012 Anti Human Trafficking Task Force)

This Memorandum of Understanding (MOU), effective as of October 1, 2012 as provided hereunder, is entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "Agency"), and the MARJAREE MASON CENTER, INC., a California nonprofit corporation (hereinafter referred to as "MMC").

RECITALS

WHEREAS, Agency has submitted an application to the California Emergency Management Agency ("CalEMA") for \$200,000 in grant funds through the 2012-2013 Grant Funding Cycle - Justice Assistance Grant for the Anti Human Trafficking Task Force (hereinafter referred to as the "Program"), incorporated by reference herein, funded by the federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and

WHEREAS, the Program is intended to enhance the specialized unit and to focus special effort on the handling of victims of human trafficking; and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with CalEMA ("Grant") consistent with the Program, Agency intends through its Police Department ("FPD") to work in partnership with MMC for the purpose of providing maximum available assistance for victims of human trafficking residing in the City of Fresno including investigation, immediate response, immediate victim advocacy, legal assistance, referrals for shelter, safety planning assistance with restraining orders, child custody issues, child support, immigration, T-visas and criminal proceedings; and

WHEREAS, Agency and MMC believe that implementation of the Program as described herein will further the above goals and to this end agree to coordinate and provide the services referenced herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions of the Program and this MOU the parties mutually agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

Agency:
Fresno Police Department
Special Investigations
Sgt. Curtis Chastain
2326 Fresno St.
Fresno, CA 93721

MMC:
Marjaree Mason Center, Inc.
Stacy Gomez, Project Director
1600 "M" St.
Fresno, CA 93721

2. ROLES AND RESPONSIBILITIES

A. FPD, subject to all applicable constitutional and local law requirements, shall act as the lead agency in coordinating the activities of the Anti-Human Trafficking Project to target victims of trafficking. FPD shall identify victims to be served by the Grant. FPD, through the Human Trafficking Task Force operations, will refer victims of human trafficking to MMC.

B. MMC will provide comprehensive services to the victims such as safety planning, shelter referral, counseling, and legal assistance consisting of filling out and filing restraining orders, assistance with child custody, child support, divorce, immigration, T-Visas, criminal proceedings and court accompaniment.

C. MMC will provide a .64 full time equivalent (FTE) bi-lingual (English and Spanish) Advocate who will be the staff Human Trafficking expert stationed at the MMC administration building. Activities will be maintained by MMC on a daily time sheet in accordance with the Grant guidelines and reporting requirements.

D. MMC's Activities Coordinator will coordinate program meetings for offenders in which the offenders will attend an all-day training session provided by FPD. Speakers from MMC will present on some topics which will include HIV, sexually transmitted diseases and sexual addiction.

3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

A. For the aforementioned services, Agency agrees to reimburse MMC solely from allocated and available Program Grant funds for eligible costs incurred by MMC in pursuit hereof, in an amount not to exceed \$24,000 in accordance with the Program budget submitted by Agency for the 2012-2013 Program funding cycle and first Program year and Grant period of this MOU.

B. Any future applications and award of funds for 2012 and 2013 Program funding cycles shall be by written amendment to this MOU and signed by both parties.

C. Payment shall be contingent on Agency's receipt of an undisputed invoice and any reports and substantiation materials required by Agency.

D. If MMC should fail to comply with any provision of the MOU, Agency shall be relieved of its obligation for further compensation.

E. Nothing in this MOU shall commit the taxing authority or general fund of Agency.

4. MOU EFFECTIVENESS, TERM AND TERMINATION

A. The effectiveness of this MOU is contingent upon Agency receiving the Grant award. The two participating agencies signing this MOU shall be committed to the Grant Program for the entire funding cycle commencing October 1, 2012 and ending September 30, 2013. MMC acknowledges and agrees that continued funding is dependent upon satisfactory performance by MMC and availability of funds.

B. Subject to the foregoing, the term of the MOU is for a 12-month funding cycle Program commencing October 1, 2012 and ending September 30, 2013.

Notwithstanding the foregoing, this MOU shall automatically be suspended or terminated upon Agency's written notice thereof to MMC upon any of the following events: (i) Program or Grant termination or suspension, (ii) any non-appropriation or non-allocation of Grant funding required in pursuit hereof, (iii) MMC's illegal or improper use of funds, (iv) MMC's failure to comply with any term of this MOU, (v) MMC's submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, (vi) MMC's failure to comply with Federal Drug/Alcohol regulations, or (vii) MMC's failure to comply with any applicable provisions of the Grant.

5. TARGET POPULATION

Services provided under this Program shall be directed to victims of trafficking residing in the incorporated limits of the City of Fresno.

6. RESOURCES

A. FPD will provide:

- Vice investigators to provide proactive operations for increase of number of anti-human trafficking cases investigated;
- A vice unit supervising Police Sergeant to provide on-site supervision of the Anti-human Trafficking Unit;
- An Anti-human Trafficking Unit Analyst to track and report investigative data related to human trafficking, and to implement a prostitution and rehabilitation program; and
- A part-time administrative assistant to implement and monitor a human trafficking tip line (includes the receiving and transferring of information from the public and MMC to investigators).

B. MMC will provide:

- One .64 FTE bi-lingual Advocate;
- Legal support, referrals for shelter, counseling and other assistance to victims;
- Program meeting coordination for offenders by MMC's Activities Coordinator;
- Supervision and training by MMC's Project Director; and
- Access for victims, identified by FPD, to needed MMC services within existing policies and procedures.

7. RECORDKEEPING AND PERFORMANCE DATA

A. MMC shall keep proper records of, and submit to the Agency each quarter, the following data:

- Number of Victims – Proper documentation of the number of victims served, including number of cases reported and number of victims counseled, provided shelter and any other assistance.

B. MMC shall provide any monthly and quarterly reports, and any certifications as required by Agency.

8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. MMC shall submit a monthly invoice to FPD for the eligible expenses incurred in providing the services of the Advocate and Activities Coordinator. Billing documentation shall include the following:

- A breakdown of expenditures by cost category; and
- Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by Agency.

B. MMC shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including United States Department of Justice ("DOJ") award funds awarded for the same or similar purposes or programs. Tracking and reporting of any American Recovery and Reinvestment Act of 2009 ("Recovery Act") funds must be maintained separately. Accordingly, the accounting systems of EOC must ensure that funds from Recovery Act funding are not commingled with funds hereunder. MMC agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of MMC expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

C. All records shall be available to Agency, CalEMA, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office ("GAO")), or any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of MMC pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.

D. MMC also understands and agrees that Agency, DOJ and the GAO are authorized to interview any officer or employee of MMC regarding transactions related to this MOU.

9. COMPLIANCE WITH GOVERNING LAW AND GRANT

A. MMC shall at all times comply with all applicable laws of the United States, the State of California and Agency, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this MOU. MMC acknowledges receipt of a copy of the Grant and agrees to comply with all applicable provisions thereof (including, without limitation, the CalEMA Program Guidelines and the CalEMA Recipient Handbook), and cooperate with Agency in meeting the requirements thereunder.

B. The services provided by MMC under this MOU are over and above MMC's budgeted positions. The parties agree that Grant funds shall not be used to replace funds of, or positions otherwise funded by, MMC.

C. As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principles for state, local and Indian Tribal Governments*. Grant funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.

D. MMC shall allow access to Agency, CALEMA and any of their representatives for any onsite assessments.

E. MMC shall not lobby for, promote, or advocate for the legalization or regulation of prostitution as a legitimate form of work.

F. By signing this MOU, MMC certifies under penalty of perjury under the laws of the State of California that (i) Grant funds shall not be used for the purpose of lobbying, as required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR Part 69; (ii) MMC will adhere to Federal Executive Order 12549, Debarment and Suspension; and (iii) neither MMC, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the MOU by any Federal department or agency. MMC shall complete and submit to Agency all applicable forms required by the Grant.

G. Drug-Free Workplace Certification: MMC shall comply with the Drug-Free Workplace Act of 1990 ("the Act"), California Government Code Sections 8350-8357, the Federal Drug-Free Workplace Act of 1988 (41 USC 701), and the requirements of Federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620. MMC shall notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances. By signing the signature page of the MOU, MMC certifies under penalty of perjury under the laws of the State of California compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace, and that MMC will:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

(b) Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace,

(ii) The person's or organization's policy of maintaining a drug-free workplace,

(iii) Any available counseling, rehabilitation and employee assistance programs, and

(iv) Penalties that may be imposed upon employees for drug abuse violations.

(c) Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed MOU:

(i) Will receive a copy of the company's drug-free policy statement, and

(ii) Will agree to abide by the terms of the company's statement as a condition of employment on the MOU.

H. Copyrights, Rights in Data, and Patents: All activities of MMC under the MOU are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," CalEMA owns all rights comprised in the copyright, and therefore CalEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, under the MOU, the MMC must refer the discovery or invention to CalEMA. Determination of rights to inventions or discoveries shall be made by CalEMA, or its

duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued. In all cases, CalEMA shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with CalEMA grant funds.

10. CAPACITY OF AGENCY AND MMC

A. In the furnishing of the services provided for herein, MMC is acting solely as an independent contractor. Neither MMC, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venture, partner or associate of Agency for any purpose. Agency shall have no right to control or supervise or direct the manner or method by which MMC shall perform its work and functions. However, Agency shall retain the right to administer this MOU so as to verify that MMC is performing its obligations in accordance with the terms and conditions thereof.

B. This MOU does not evidence a partnership or joint venture between MMC and Agency. MMC shall have no authority to bind Agency absent Agency's express written consent. Except to the extent otherwise provided in this MOU, MMC shall bear its own costs and expenses in pursuit thereof.

C. Because of its status as an independent contractor, MMC and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Agency employees. MMC shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this MOU, MMC shall be solely responsible, indemnify, defend and save Agency harmless from all matters relating to employment and tax withholding for and payment of MMC's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Agency employment benefits, entitlements, programs and/or funds offered employees of Agency whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this MOU, MMC may be providing services to others unrelated to Agency or to this MOU.

11. INSURANCE

A. Throughout the life of this MOU, MMC shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by Agency's Risk Manager. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of

liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.

- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate.
- (iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (v) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

B. Defense costs shall be provided as an additional benefit and not included within the above limits of liability. MMC shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and MMC shall also be responsible for payment of any self-insured retentions.

C. The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Agency of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, MMC shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, MMC shall file with Agency a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Agency, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so MMC's insurance shall be primary and no contribution shall be required of Agency. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Agency, its officers, officials, agents, employees and volunteers.

E. In the event claims made forms are used for any Professional Liability coverage, (i) the retroactive date must be shown, and must be before the effective date of the MOU or the commencement of services by MMC; (ii) insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the services, or the expiration or termination of the MOU, whichever first occurs; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the MOU, or services commencement date, MMC must purchase extended reporting period coverage for a minimum of 5 years after completion of the services, or

expiration or termination of the MOU, whichever first occurs; (iv) a copy of the claims reporting requirements must be submitted to Agency for review; and (v) these requirements shall survive expiration or termination of the MOU.

F. MMC shall have furnished Agency with the certificate(s) and applicable endorsements for ALL required insurance prior to Agency's execution of the MOU. MMC shall furnish Agency with copies of the actual policies upon the request of Agency's Risk Manager and this requirement shall survive termination or expiration of this MOU.

G. If at any time during the life of the MOU or any extension, MMC fails to maintain the required insurance in full force and effect, all work under this MOU shall be discontinued immediately, and all payments due or that become due to MMC shall be withheld until notice is received by Agency that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Agency. Any failure to maintain the required insurance shall be sufficient cause for Agency to terminate this MOU.

H. The fact that insurance is obtained by MMC shall not be deemed to release or diminish the liability of MMC, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify Agency shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by MMC. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of MMC, its principals, officers, agents, employees, persons under the supervision of MMC, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

I. Upon request of Agency, MMC shall immediately furnish Agency with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive termination or expiration of this MOU.

J. If MMC should subcontract all or any portion of the services to be performed under this MOU, MMC shall require each subcontractor to provide insurance protection in favor of Agency, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with MMC and Agency prior to the commencement of any work by the subcontractor.

12. INDEMNIFICATION

A. To the furthest extent allowed by law, MMC shall indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Agency, MMC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. MMC's obligations under the preceding sentence shall apply regardless of whether Agency or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Agency or any of its officers, officials, employees, agents or volunteers.

B. If MMC should subcontract all or any portion of the work to be performed under this MOU, MMC shall require each subcontractor to indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

C. This section shall survive termination or expiration of this MOU.

13. ATTORNEY'S FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

14. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

15. NOTICES

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

16. BINDING

Subject to Section 17 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

18. WAIVER

The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provision of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

19. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno County, California.

20. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

21. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

22. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

23. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

25. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by controlling federal, state and local law, MMC shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. MMC shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by MMC to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU or such other remedy or sanction as may be available. MMC will include this paragraph in each of its subcontracts and require the same of its subcontractors.

B. It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, age (over 40), mental and physical disability (including HIV and AIDS), medical condition (cancer and genetic characteristics), marital status, sex (including sexual harassment), sexual orientation (heterosexuality, homosexuality, and bisexuality), pregnancy (childbirth, or related medical conditions), political affiliation/opinion, Veteran's status or request for family medical leave. MMC will not discriminate in the delivery of services or benefits based on the previously identified situations. MMC shall comply with Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60.

C. MMC will include this section in each of its subcontracts and require the same of its subcontractors.

26. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire agreement between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

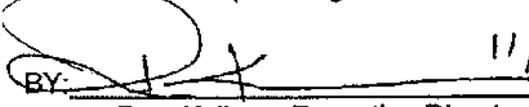
This MOU is subject to receipt of Grant funds and ratification by the Council of the City of Fresno.

IN WITNESS THEREOF, the parties have executed this MOU at Fresno, California on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

BY: 
Jerry Dyer, Chief of Police
City of Fresno Police Department

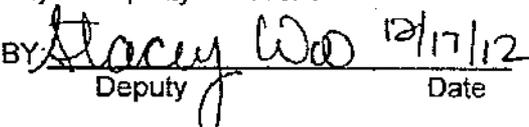
MARJAREE MASON CENTER, INC.,
a California non-profit organization

BY:  11/15/12
Pam Kallsen, Executive Director

TAXPAYER FEDERAL I.D. # 94-1156639

ATTEST:

Yvonne Spence, CMC
City Clerk, City of Fresno

BY:  12/17/12
Deputy Date

APPROVED AS TO FORM:

~~James G. Sanchez~~ *Francine A. Kenne*
Estherin City Attorney, City of Fresno

BY:  12/17/12
Nancy A. Algier Date
Senior Deputy

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ADDENDUM NO. 2
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO, FRESNO ECONOMIC OPPORTUNITIES
COMMISSION

THIS Addendum No. 2 is made and entered into effective the ___ day of January, 2014, by and between the between the FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a political subdivision of the State of California ("EOC"), The CITY OF FRESNO, a municipal corporation ("CITY").

WHEREAS, on October 1, 2012 the Parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds allocated from the California Office of Emergency Services ("CalOES") to local law enforcement for the Coalition Against Human Trafficking Task Force grant program (the "Program"); and

WHEREAS, the State of California has subsequently allocated an additional \$195,780 for the Program; and

WHEREAS, this Addendum No. 2 sets forth the distribution of those funds consistent with the terms of the MOU.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Distribution of \$49,500 shall be allocated to the EOC as outlined on Exhibit "A" attached hereto and incorporated herein by this reference. CITY, as Applicant, will reimburse the EOC by invoice and supporting documentation and in accordance with the terms of the MOU.

2. In all other regards, the MOU shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO

BY: _____
Jerry Dyer, Chief of Police
City of Fresno Police Department

By: _____
ATTEST:
YVONNE SPENCE
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney

By: Wendy Anne Z. Sorkin Date: Dec. 19, 2013
Deputy

**FRESNO ECONOMIC
OPPORTUNITIES COMMISSION**
a California non-profit corporation

BY: _____

Brian Angus, Chief Executive Officer
Fresno Opportunities Commission
TAXPAYER FEDERAL I.D. #

MEMORANDUM OF UNDERSTANDING

(California Emergency Management Agency - 2012 Anti Human Trafficking Task Force)

This Memorandum of Understanding ("MOU"), effective as of October 1, 2012 as provided hereunder, is entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "Agency"), and the FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a California nonprofit organization (hereinafter referred to as "Fresno EOC").

RECITALS

WHEREAS, Agency has submitted an application to the California Emergency Management Agency ("CalEMA") for \$200,000 in grant funds through the 2012-2013 Grant Funding Cycle - Justice Assistance Grant for the Anti Human Trafficking Task Force (hereinafter referred to as the "Program"), incorporated by reference herein, funded by the federal Edward Byrne Memorial Justice Assistance Grant ("JAG") funds; and

WHEREAS, the Program is intended to enhance the specialized unit and to focus special effort on the handling of victims of human trafficking; and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with CalEMA ("Grant") consistent with the Program, Agency intends through its Police Department ("FPD") to work in partnership with Fresno EOC for the purpose of providing maximum available assistance for victims of human trafficking residing in the City of Fresno including investigation, immediate response, emergency housing, transportation, case management, advocacy, legal services, crisis counseling and other supportive services; and

WHEREAS, Agency and Fresno EOC believe that implementation of the Program as described herein will further the above goals and to this end agree to coordinate and provide the services referenced herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions of the Program and this MOU, the parties mutually agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

Agency:
Fresno Police Department
Special Investigations
Sgt. Curtis Chastain
2326 Fresno St.
Fresno, CA 93721

Fresno EOC:
Fresno Economic Opportunities Commission
Central Valley Against Human Trafficking
Ronna Bright, MSW
1900 Mariposa Mall, Suite 301
Fresno, CA 93721

2. ROLES AND RESPONSIBILITIES

A. FPD, subject to all applicable constitutional and local law requirements, shall act as the lead agency in coordinating the activities of the Anti Human Trafficking Project to target victims of trafficking. FPD shall identify victims to be served by the Grant. FPD, through the Human Trafficking Task Force operations, will refer victims of human trafficking to Fresno EOC's Sanctuary and Youth Services' Central Valley Against Human Trafficking ("CVAHT").

B. Through its CVAHT, Fresno EOC will provide comprehensive services such as referrals to emergency housing, advocacy, case management, crisis counseling and other supportive services.

C. Fresno EOC will provide a .35 full time equivalent (FTE) Case Manager for twelve months to provide services under the auspices of CVAHT. Activities will be maintained by Fresno EOC on a daily time sheet and in accordance with the Grant guidelines and reporting requirements.

D. Staff of the FPD Human Trafficking Task Force and CVAHT will attend regularly scheduled monthly meetings to discuss strategies, timetables and implementation of mandated services.

3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

A. For the aforementioned services, Agency agrees to reimburse Fresno EOC solely from allocated and available Program Grant funds for eligible costs incurred by Fresno EOC in pursuit hereof, in an amount not to exceed \$19,000 in accordance with the Program budget submitted by Agency for the 2012-2013 Program funding cycle and first Program year and Grant period of this MOU.

B. Any future applications and award of funds for 2012 and 2013 Program funding cycles shall be by written amendment to this MOU and signed by both parties.

C. Payment shall be contingent on Agency's receipt of an undisputed invoice and any reports and substantiation materials required by Agency.

D. If Fresno EOC should fail to comply with any provision of the MOU, Agency shall be relieved of its obligation for further compensation.

E. Nothing in this MOU shall commit the taxing authority or general fund of Agency.

4. MOU EFFECTIVENESS, TERM AND TERMINATION

A. The effectiveness of this MOU is contingent upon Agency receiving the Grant award. The two participating agencies signing this MOU shall be committed to the Grant Program for the entire funding cycle commencing October 1, 2012 and ending September 30, 2013. Fresno EOC acknowledges and agrees that continued funding is dependent upon satisfactory performance by Fresno EOC and availability of funds.

B. Subject to the foregoing, the term of the MOU is for a 12-month funding cycle Program commencing October 1, 2012 and ending September 30, 2013.

C. Notwithstanding the foregoing, this MOU shall automatically be suspended or terminated upon Agency's written notice thereof to Fresno EOC upon any of the following events: (i) Program or Grant termination or suspension, (ii) any non-appropriation or non-allocation of Grant funding required in pursuit hereof, (iii) Fresno EOC's illegal or improper use of funds, (iv) Fresno EOC's failure to comply with any term of this MOU, (v) Fresno EOC's submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, (vi) Fresno EOC's failure to comply with Federal Drug/Alcohol regulations, or (vii) Fresno EOC's failure to comply with any applicable provisions of the Grant.

5. TARGET POPULATION

Services provided under this Program shall be directed to victims of trafficking residing in the incorporated limits of the City of Fresno.

6. RESOURCES

A. FPD will provide:

- Vice investigators to provide proactive operations for increase of number of anti-human trafficking cases investigated;
- A vice unit supervising Police Sergeant to provide on-site supervision of the Anti-human Trafficking Unit;
- An Anti-human Trafficking Unit Analyst to track and report investigative data related to human trafficking, and to implement a prostitution and rehabilitation program; and
- A part-time administrative assistant to implement and monitor a human trafficking tip line (includes the receiving and transferring of information from the public and Fresno EOC to investigators).

B. Fresno EOC will provide:

- One .35 FTE Case Manager;
- Advocacy, case management, referrals for emergency shelter, crisis counseling and other assistance to victims;
- Supervision and training by CVAHT's Project Coordinator; and
- Access for victims, identified by FPD, to needed Fresno EOC services within existing policies and procedures.

7. RECORDKEEPING AND PERFORMANCE DATA

A. Fresno EOC shall keep proper records of, and submit to the Agency each quarter, the following data:

- Number of Victims – Proper documentation of the number of victims served, including number of cases reported and number of victims counseled, provided shelter and any other assistance.

B. Fresno EOC shall provide any monthly and quarterly reports, and any certifications as required by Agency.

8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. Fresno EOC shall submit a monthly invoice to FPD for the eligible expenses incurred in providing the services of the Case Manager. Billing documentation shall include the following:

- A breakdown of expenditures by cost category; and
- Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by Agency.

B. Fresno EOC shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any United States Department of Justice ("DOJ") award funds awarded for the same or similar purposes or programs. Tracking and reporting of any American Recovery and Reinvestment Act of 2009 ("Recovery Act") funds must be maintained separately. Accordingly, the accounting systems of Fresno EOC must ensure that funds from Recovery Act funding are not commingled with funds hereunder. Fresno EOC agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of Fresno EOC expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

C. All records shall be available to Agency, CalEMA, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office ("GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of Fresno EOC pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.

D. Fresno EOC also understands and agrees that Agency, DOJ and the GAO are authorized to interview any officer or employee of Fresno EOC regarding transactions related to this MOU.

9. COMPLIANCE WITH GOVERNING LAW AND GRANT

A. Fresno EOC shall at all times comply with all applicable laws of the United States, the State of California and Agency, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this MOU. Fresno EOC acknowledges receipt of a copy of the Grant and agrees to comply with all applicable provisions thereof (including, without limitation, the CalEMA Program Guidelines and the CalEMA Recipient Handbook), and cooperate with Agency in meeting the requirements thereunder.

B. The services provided by Fresno EOC under this MOU are over and above Fresno EOC's budgeted positions. The parties agree that Grant funds shall not be used to replace funds of, or positions otherwise funded by, Fresno EOC.

C. As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principles for state, local and Indian Tribal Governments*. Grant funds are

subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.

D. Fresno EOC shall allow access to Agency, CALEMA and any of their representatives for any onsite assessments.

E. Fresno EOC shall not lobby for, promote, or advocate for the legalization or regulation of prostitution as a legitimate form of work.

F. By signing this MOU, Fresno EOC certifies under penalty of perjury under the laws of the State of California that (i) Grant funds shall not be used for the purpose of lobbying, as required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR Part 69; (ii) Fresno EOC will adhere to Federal Executive Order 12549, Debarment and Suspension; and (iii) neither Fresno EOC, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the MOU by any Federal department or agency. Fresno EOC shall complete and submit to Agency all applicable forms required by the Grant.

G. Drug-Free Workplace Certification: Fresno EOC shall comply with the Drug-Free Workplace Act of 1990 ("the Act"), California Government Code Sections 8350-8357, the Federal Drug-Free Workplace Act of 1988 (41 USC 701), and the requirements of Federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620. Fresno EOC shall notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances. By signing the signature page of the MOU, Fresno EOC certifies under penalty of perjury under the laws of the State of California compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace, and that Fresno EOC will:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

(b) Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace,

(ii) The person's or organization's policy of maintaining a drug-free workplace,

(iii) Any available counseling, rehabilitation and employee assistance programs, and

(iv) Penalties that may be imposed upon employees for drug abuse violations.

(c) Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed MOU:

(i) Will receive a copy of the company's drug-free policy statement, and

(ii) Will agree to abide by the terms of the company's statement as a condition of employment on the MOU.

H. Copyrights, Rights in Data, and Patents: All activities of Fresno EOC under the MOU are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," CALEMA owns all rights comprised in the copyright, and therefore CALEMA reserves a royalty-free, nonexclusive and irrevocable

license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, under the MOU, the Fresno EOC must refer the discovery or invention to CalEMA. Determination of rights to inventions or discoveries shall be made by CalEMA, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued. In all cases, CalEMA shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with CalEMA grant funds.

10. CAPACITY OF AGENCY AND FRESNO EOC

A. In the furnishing of the services provided for herein, Fresno EOC is acting solely as an independent contractor. Neither Fresno EOC, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Agency for any purpose. Agency shall have no right to control or supervise or direct the manner or method by which Fresno EOC shall perform its work and functions. However, Agency shall retain the right to administer this MOU so as to verify that Fresno EOC is performing its obligations in accordance with the terms and conditions thereof.

B. This MOU does not evidence a partnership or joint venture between Fresno EOC and Agency. Fresno EOC shall have no authority to bind Agency absent Agency's express written consent. Except to the extent otherwise provided in this MOU, Fresno EOC shall bear its own costs and expenses in pursuit thereof.

C. Because of its status as an independent contractor, Fresno EOC and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Agency employees. Fresno EOC shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this MOU, Fresno EOC shall be solely responsible, indemnify, defend and save Agency harmless from all matters relating to employment and tax withholding for and payment of Fresno EOC's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Agency employment benefits, entitlements, programs and/or funds offered employees of Agency whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this MOU, Fresno EOC may be providing services to others unrelated to Agency or to this MOU.

11. INSURANCE

A. Throughout the life of this MOU, Fresno EOC shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by Agency's Risk Manager. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate.
- (iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (v) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

B. Defense costs shall be provided as an additional benefit and not included within the above limits of liability. Fresno EOC shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Fresno EOC shall also be responsible for payment of any self-insured retentions.

C. The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Agency of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Fresno EOC shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Fresno EOC shall file with Agency a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Agency, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Fresno EOC's insurance shall be primary and no contribution shall be required of Agency. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Agency, its officers, officials, agents, employees and volunteers.

E. In the event claims made forms are used for any Professional Liability coverage, (i) the retroactive date must be shown, and must be before the effective date of the MOU or the

commencement of services by Fresno EOC; (ii) insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the services, or the expiration or termination of the MOU, whichever first occurs; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the MOU, or services commencement date, Fresno EOC must purchase extended reporting period coverage for a minimum of 5 years after completion of the services, or expiration or termination of the MOU, whichever first occurs; (iv) a copy of the claims reporting requirements must be submitted to Agency for review; and (v) these requirements shall survive expiration or termination of the MOU.

F. Fresno EOC shall have furnished Agency with the certificate(s) and applicable endorsements for ALL required insurance prior to Agency's execution of the MOU. Fresno EOC shall furnish Agency with copies of the actual policies upon the request of Agency's Risk Manager and this requirement shall survive termination or expiration of this MOU.

G. If at any time during the life of the MOU or any extension, Fresno EOC fails to maintain the required insurance in full force and effect, all work under this MOU shall be discontinued immediately, and all payments due or that become due to Fresno EOC shall be withheld until notice is received by Agency that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Agency. Any failure to maintain the required insurance shall be sufficient cause for Agency to terminate this MOU.

H. The fact that insurance is obtained by Fresno EOC shall not be deemed to release or diminish the liability of Fresno EOC, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify Agency shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Fresno EOC. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Fresno EOC, its principals, officers, agents, employees, persons under the supervision of Fresno EOC, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

I. Upon request of Agency, Fresno EOC shall immediately furnish Agency with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive termination or expiration of this MOU.

J. If Fresno EOC should subcontract all or any portion of the services to be performed under this MOU, Fresno EOC shall require each subcontractor to provide insurance protection in favor of Agency, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Fresno EOC and Agency prior to the commencement of any work by the subcontractor.

12. INDEMNIFICATION

A. To the furthest extent allowed by law, Fresno EOC shall indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property

damage) incurred by Agency, Fresno EOC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. Fresno EOC's obligations under the preceding sentence shall apply regardless of whether Agency or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Agency or any of its officers, officials, employees, agents or volunteers.

B. If Fresno EOC should subcontract all or any portion of the work to be performed under this MOU, Fresno EOC shall require each subcontractor to indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

C. This section shall survive termination or expiration of this MOU.

13. ATTORNEY'S FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

14. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

15. NOTICES

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

16. BINDING

Subject to Section 17 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

18. WAIVER

The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provision of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

19. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno County, California.

20. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

21. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

22. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

23. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

25. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by controlling federal, state and local law, Fresno EOC shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Fresno EOC shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by Fresno EOC to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU or such other remedy or sanction as may be available.

B. It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, age (over 40), mental and physical disability (including HIV and AIDS), medical condition (cancer and genetic characteristics), marital status, sex (including sexual harassment), sexual orientation (heterosexuality, homosexuality, and bisexuality), pregnancy (childbirth, or related medical conditions), political affiliation/opinion, Veteran's status or request for family medical leave. Fresno EOC will not discriminate in the delivery of services or benefits based on the previously identified situations. Fresno EOC shall comply with Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60.

C. Fresno EOC will include this section in each of its subcontracts and require the same of its subcontractors.

26. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire agreement between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

This MOU is subject to receipt of Grant funds and ratification by the Council of the City of Fresno.

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IN WITNESS THEREOF, the parties have executed this MOU at Fresno, California on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

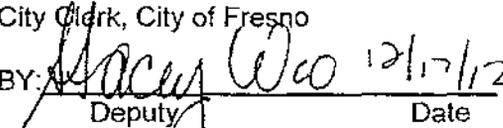
FRESNO ECONOMIC OPPORTUNITIES
COMMISSION,
a California non-profit organization

BY: 
Jerry Dyer, Chief of Police
City of Fresno Police Department

BY: 
Brian Angus, Chief Executive Officer

TAXPAYER FEDERAL I.D. # 94-1606519

ATTEST:
Yvonne Spence, CMC
City Clerk, City of Fresno

BY:  12/17/12
Deputy Date

APPROVED AS TO FORM:
~~James C. Sanchez~~ Francine M. Kenna
City Attorney, City of Fresno

BY:  12/18/12
Nancy A. Algier Date
Senior Deputy