#15-192

3/26/15

Maggie x 6213

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective as of January 1, 2015, as provided hereunder, is entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "Agency"), and Fresno Barrios Unidos a California nonprofit organization (hereinafter referred to as "Fresno Barrios Unidos").

CITY OF FRESNO
City Clerk's Office (Original)

RECITALS

WHEREAS, Agency has submitted an application to the Board State and Community Corrections ("BSCC") for $1,500,000 in grant funds through the 2015-2017 Grant Funding Cycle – California Gang Reduction, Intervention and Prevention ("CalGRIP")(hereinafter referred to as the "Program"), incorporated by reference herein, funded by the State of California, Sate Budget Act, Restitution Funds; and

WHEREAS, the Program is intended to enhance the specialized unit and to focus special effort on creating safe neighborhood through a sustained reduction in crime associated with gang violence; and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with BSCC ("Grant") consistent with the Program, Agency intends through its Police Department ("FPD") to work in partnership with Fresno Barrios Unidos for the purpose of augmenting the Fresno Barrios Unidos El Joven Noble character development program by conducting annual camps for youth and young adults in the City of Fresno; and

WHEREAS, Agency and Fresno Barrios Unidos 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
Mayor's Gang Prevention Initiative
Maggie Navarro, Coordinator
2323 Mariposa Mall
Fresno, CA 93721

Agency:
Fresno Barrios Unidos
Socorro Santillan, Executive Director
4415 E. Tulare Street
Fresno, CA 93702

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 ("CalGRIP") grant program for a collaborative approach that effectively targets gang violence through enforcement, intervention and prevention programs. FPD, through the CalGRIP grant program will closely coordinate CalGRIP services through:

1. Project staff being readily available for service provision through regularly scheduled meetings once a quarter or as often needed to discuss strategies, timetables and implementation of mandated services;
2. Will provide training in gang culture as needed;
3. Will provide technical assistance with the project as needed; and
4. Will refer Mayor's Gang Prevention Initiative participants as appropriate

B. Through the CalGRIP grant program, Fresno Barrios Unidos has direct oversight of facilitating the three Joven Noble camp projects for previously incarcerated youth identified by Fresno County Probation and youth serving agencies as follows:

1. Provide three camps for 75-90 previously incarcerated youth who are graduates from Fresno Barrios Unidos -El Joven Noble character development program;
2. Attend regularly scheduled meetings once a quarter or as often needed with probation and youth serving agencies in the planning of the camp;
3. Activities will be maintained and tracked by Fresno Barrios Unidos through daily activity reports and in accordance with the Grant guidelines and reporting requirements;
4. Provide curriculum training to staff group facilitators and other areas as needed;
5. Track all participants referred and participating in youth groups;
6. Will meet with grant project evaluators as needed regarding project tasks, data, measurements and outcome indicators;
7. Document all youth meetings, and provide said documentation to FPD as required by this MOU and by the Grant Agreement;
8. As applicable, procure all permits and licenses necessary to provide the three camp Services, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the work for the three camp Services;
9. Ensure the CITY, BSCC, or any authorized representative, will have suitable access to project activities, data collection and documents at all reasonable times during the term of this MOU; and
10. Immediately advise Agency of any significant problems or changes that arise during the provision of the camp Services.

B. Staff of the FPD Mayor's Gang Prevention Initiative will coordinate directly with Fresno Barrios Unidos to discuss strategies, timetables and implementation of services to meet goals and objectives of the CalGRIP grant program.

3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

A. For the aforementioned services, Agency agrees to reimburse Fresno Barrios Unidos solely from allocated and available Program Grant funds for eligible costs incurred by Fresno Barrios Unidos in pursuit hereof, in an amount not to exceed $8,315 in Year 1, $8,688 in Year 2, and $9,097 in Year 3, for a total of $26,100, for the salaries and fringe benefit costs of a 10% full time equivalent (FTE) Program coordinator, program supplies, facility fees, and vehicle rental costs, in accordance with the Program Budget attached as **Exhibit A,** and within the performance period of the Grant Program and Grant period of this MOU. Grant funds are to be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that are budgeted for the same purpose.

B. Any future applications and award of funds for future 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 Barrios Unidos 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 January 1, 2015 and ending December 31, 2017. Fresno Barrios Unidos acknowledges and agrees that continued funding is dependent upon satisfactory performance by Fresno Barrios Unidos and availability of State funding.

B. Subject to the foregoing, the term of the MOU is for a 36 month funding cycle Program commencing January 1, 2015 and ending December 31, 2017; with program objectives being completed and all costs submitted no later than January, 15, of each program year. Funds are contingent upon approval and availability of funding in each program year, there is no carryover of unspent funds.

C. Notwithstanding the foregoing, this MOU shall be suspended or terminated upon Agency's written notice thereof to Fresno Barrios Unidos 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 Barrios Unidos's illegal or improper use of funds, (iv) Fresno Barrios Unidos's failure to comply with any term of this MOU, (v) Fresno Barrios Unido submittal of any substantially incorrect or

incomplete itemized invoice required for reimbursement that has not been corrected, (vi) Fresno Barrios Unidos's failure to comply with grant guidelines in the BSCC Recipient Handbook, or (vii) Fresno Barrios Unidos's failure to comply with any applicable provisions of the Grant.

5. TARGET POPULATION

Services provided under this Program shall be directed to youth and young adults of the City of Fresno.

6. RESOURCES

A. FPD will provide:

- Mayor's Gang Prevention Initiative staff to provide oversight and resources to Fresno Barrios Unidos relating to this Program and serve as a liaison to the State for programmatic and budgetary issues;

B. Fresno Barrios Unidos will provide:

- 10% FTE of a Program Coordinator;
- Coordinate camps each year funded by grant for 75-90 youth identified by Fresno Barrios Unidos and Fresno County Probation

7. RECORDKEEPING AND PERFORMANCE DATA

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

- Program status updates including planning sessions and coordination efforts in youth identfication;
- Number and roster of camp participants - Proper documentation will include notices of camp events; to include date, time and activity, and sign-up sheets of participants.

B. Fresno Barrios Unidos shall provide project measurements and progress reports as required, in accordance with the grant guidelines and specified time frames as outlined in the Grant Agreement attached as **Exhibit B**.

8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. Fresno Barrios Unidos shall submit, at a minimum, a quarterly invoice to FPD for the eligible expenses incurred for Program. Billing documentation shall include the following:

- An invoice signed by the agency official, showing a breakdown of expenditures by cost category on agency letterhead;

- Supporting documentation of all camp costs including payroll registers, general ledgers and checks as requested by Agency;
- Time sheet documentation for grant funded staff position;
- Receipts of all project related expenses; and
- Activities or camp rosters.

B. Fresno Barrios Unidos shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any funds awarded for the same or similar purposes or programs. Fresno Barrios Unidos 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 Barrios Unidos expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

C. All records shall be available to Agency, BSCC, 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 Barrios Unidos pertaining to the Program shall be available to Agency, for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time and shall be retained as outlined in the grant guide, and at least for a period of three years after the official written close out. This paragraph shall survive expiration or termination of this MOU.

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

9. COMPLIANCE WITH GOVERNING LAW AND GRANT AGREEMENT

A. Fresno Barrios Unidos 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 Barrios Unidos acknowledges receipt of a copy of the Grant Agreement, a copy of which is attached hereto as **Exhibit B** and the terms of which are incorporated by reference herein. Fresno Barrios Unidos agrees to comply with all applicable provisions thereof (including, without limitation, the BSCC Program Guidelines and the BSCC Recipient Handbook), and cooperate with Agency in meeting the requirements thereunder.

B. The services provided by Fresno Barrios Unidos under this MOU are over and above Fresno Barrios Unidos's budgeted positions. The parties agree that Grant funds

shall not be used to replace funds of, or positions otherwise funded by, Fresno Barrios Unidos.

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 Barrios Unidos shall allow access to Agency, BSCC and any of their representatives for any onsite assessments.

E. By signing this MOU, Fresno Barrios Unidos 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 Barrios Unidos will adhere to Federal Executive Order 12549, Debarment and Suspension; and (iii) neither Fresno Barrios Unidos , nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the MOU by any Federal department or agency. Fresno Barrios Unidos shall complete and submit to Agency all applicable forms required by the Grant Agreement.

F. Drug-Free Workplace Certification: Fresno Barrios Unidos 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 Barrios Unidos 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 Barrios Unidos certifies under penalty of perjury under the laws of the State of California compliance with California Government Code Section *8355* in matters relating to providing a drug-free workplace, and that Fresno Barrios Unidos 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.

G.

10. CAPACITY OF AGENCY AND Fresno Barrios Unidos

A. In the furnishing of the services provided for herein, Fresno Barrios Unidos is acting solely as an independent contractor. Neither Fresno Barrios Unidos, 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 Barrios Unidos shall perform its work and functions. However, Agency shall retain the right to administer this MOU so as to verify that Fresno Barrios Unidos 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 Barrios Unidos and Agency. Fresno Barrios Unidos shall have no authority to bind Agency absent Agency's express written consent. Except to the extent otherwise provided in this MOU, Fresno Barrios Unidos shall bear its own costs and expenses in pursuit thereof.

C. Because of its status as an independent contractor, Fresno Barrios Unidos and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Agency employees. Fresno Barrios Unidos 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 Barrios Unidos shall be solely responsible, indemnify, defend and save Agency harmless from all matters relating to employment and tax withholding for and payment of Fresno Barrios Unidos '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 Barrios Unidos may be providing services to others unrelated to Agency or to this MOU.

11. INSURANCE

A. Throughout the life of this MOU, Fresno Barrios Unidos 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 Barrios Unidos shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Fresno Barrios Unidos 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 Barrios Unidos 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 Barrios Unidos

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 Barrios Unidos '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 Barrios Unidos ; (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 Barrios Unidos 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 Barrios Unidos shall have furnished Agency with the certificate(s) and applicable endorsements for ALL required insurance prior to Agency's execution of the MOU. Fresno Barrios Unidos 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 Barrios Unidos 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 Barrios Unidos 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 Barrios Unidos shall not be deemed to release or diminish the liability of Fresno Barrios Unidos, 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 Barrios Unidos. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Fresno Barrios Unidos , its principles , officers, agents, employees, persons under the

supervision of Fresno Barrios Unidos, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

I. Upon request of Agency, Fresno Barrios Unidos 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 Barrios Unidos should subcontract all or any portion of the services to be performed under this MOU, Fresno Barrios Unidos 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 Barrios Unidos and Agency prior to the commencement of any work by the subcontractor.

12. INDEMNIFICATION

A. To the furthest extent allowed by law, Fresno Barrios Unidos 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 Barrios Unidos 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 Barrios Unidos'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 Barrios Unidos should subcontract all or any portion of the work to be performed under this MOU, Fresno Barrios Unidos 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 AND LEGAL EXPENSES

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, and 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 Barrios Unidos 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 Barrios Unidos shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by Fresno Barrios Unidos 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 Barrios Unidos will not discriminate in the delivery of services or benefits based on the previously identified situations. Fresno Barrios Unidos shall comply with Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60.

C. Fresno Barrios Unidos 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

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

Fresno Barrios Unidos,
a California non-profit organization

BY: _____
Socorro Santillan, Executive Director
Fresno Barrios Unidos

TAXPAYER FEDERAL I.D. #77-0363955

BY: _____
Ashley Emerzian, Board of Director

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

BY: _____ 4-3-2015
Deputy Date

APPROVED AS TO FORM:
Douglas Sloan
City Attorney, City of Fresno

BY: _____ 3/30/15
Amanda B. Freeman Date
Deputy

Addresses:

CITY:
Fresno Police Department
Attention: Jerry Dyer
Chief of Police
2323 Mariposa Mall
Fresno, CA 93721

FOC:
Fresno Barrios Unidos
Attention: Socorro Santillan
Executive Director
4415 E. Tulare Street
Fresno, CA 93702

Attachment:
Exhibit A – Cost Breakdown
Exhibit B – Performance Measures and Timeline
Exhibit C - Grant Agreement