

Commission on the
Status of Women

Commission on the Status of Women
Wednesday, November 15, 2023 – 7:00pm
North Berkeley Senior Center
1901 Hearst Ave, Berkeley, CA 94709

AGENDA

Mayor Arreguin:
Tiffaney Boyd

Rashi Kersarwani:
Alison Simon

Terry Taplin:
Saanvi Arora

Ben Bartlett:
Kameka Goodwin

Kate Harrison
Shirley Posey

Sophie Hahn
Vice-Chair Radha Seshagiri


Susan Wengraf:
Chair-Carole Marasovic

Rigel Robinson:
Keyanna Ortiz-Cedeno

Mark Humbert
Linda Oliver

All items are for discussion and possible action.

1. Roll Call.
2. Reading of Land Acknowledgment.
3. Public Comment for Items not on Agenda.
4. Presentation on Sex trafficking with Q and A. Discussion and Possible Action.
5. Approval of Minutes from October 18, 2023. Discussion and Action.
6. Approval of Agenda. Discussion and Action.
7. Chair Report (Discussion only)
8. Planning Schedule for 2024 Commission on the Status of Women Meetings. Discussion and Possible Action.
9. Discussion on Planning Approach towards a Recommendation on Sex Trafficking in Berkeley. Discussion and Possible Action.
10. Discussion on Addressing Safety for Older Women. Discussion and Possible Action.
11. Finalize Work Plan. Discussion and Possible Action.

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SB 343 Disclaimer

Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection at the City Manager’s Office located at 2180 Milvia Street, 5th Floor.

Commission Contact Information

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Land Acknowledgement Statement

The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.



Commission on the Status of Women

**Commission on the Status of Women
Regular Meeting – October 18, 2023
DRAFT MINUTES**

The meeting convened at 7:00pm with Chairperson Marasovic presiding.

ROLL CALL

Present: Boyd, Goodwin, Marasovic, Posey, Arora, Seshagiri

Absent: Simon, Ortiz-Cedeno, Oliver

Leave of Absence:

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Comments from the Public

- Public attendance: 2
- Public comments: 1

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Action

Item # 1:

Approval of September 20, 2023 Minutes:

Minutes Approved

M/S/C: Marasovic, Goodwin

Ayes: Boyd, Goodwin, Marasovic, Posey, Arora, Seshagiri

Absent: Simon, Ortiz-Cedeno, Oliver

Leave of Absence:

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Item # 2:

Approval of the Agenda:

Chair Marasovic motioned to changed the order of the agenda, so that the presenters could go first and the reminder order of business would be handled shortly thereafter.

Agenda Approved

M/S/C: Marasovic, Posey

Ayes: Boyd, Goodwin, Marasovic, Posey, Arora, Seshagiri

Absent: Simon, Ortiz-Cedeno, Oliver

Leave of Absence:

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Item # 3:

Panel/Presenters on Sex Trafficking. Discussion and Possible Action.

Commission staff will work Berkeley High School Resource Officer Dozier and Sergeant Parsons to gather additional statistics and relatable data and present to the commission in the upcoming months to further build out a resolution to be sent to council.

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Item # 4:

Discussion of Topics from Small Business Subcommittees. Discussion and Possible Action.

Commissioner Seshagiri will continue gathering information as it relates to the topic and provide an update to the commission at a later time.

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Item # 5:

Discussion on Proper Lighting in the Neighborhoods. Discussion and Possible Action.

Commission Chair Marasovic advised Commissioner Goodwin to reach out to Council member Bartlett office to request for better lighting in various areas of the Berkeley community and also see what is already being addressed.

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Item # 6:

Discussion of a Calendar of Public Information (such as housing and mortgage protection, health insurance sign ups) that the City could Share via Social Media. Discussion and Possible Action.

Commission staff was not able to discuss

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Item # 7:

Discussion on Non-Profit Village Connect. Discussion and Possible Action.

Commissioner Goodwin proposed that Village Connect and a present at a future meeting she will keep the commission updated as to future dates.

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Item # 8:
Discussion on Whether to approach Commission Issues of Interest as a Full Commission or as a Subcommittee Identified by the Individual Issues. Report from any Additional Subcommittees, if any. Discussion and Possible Action.

Commission staff was not able to discuss.

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Item # 9:
Continue to Develop Workplan. Discussion and Possible Action.

Commission staff was not able to discuss

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The meeting was adjourned at 9:30pm

Respectfully Submitted,

Okeya Vance-Dozier, Secretary
Commission on the Status of Women

Sex Trafficking Policy in Berkeley, California

**For the Berkeley Commission on the Status of
Women**

Amanda Jordan Christenson

Mills College Public Policy Program

May 3rd, 2013

Disclaimer

This study has been prepared for the Berkeley Commission on the Status of Women in Berkeley, California. The author completed this study in partial fulfillment of the requirements for the degree of Masters in Public Policy at Mills College. The judgments and conclusions are solely those of the author, and are not necessarily endorsed by the Mills College Public Policy Program, the client organization, or any other agency.

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Executive Summary

This report will explore policy options on sex trafficking for Berkeley, CA. The City of Berkeley is concerned with sex trafficking within its city limits as well as in Alameda County. These concerns stem from a high profile trafficking case in 2000 involving a Berkeley landlord who trafficked underage girls for both labor and sex (Chabria, 2001). There is also concern about sex trafficking taking place in massage parlors in Berkeley that are suspected of being fronts for prostitution (Oakley, 2011). The commission is also interested in options to educate high school students about sex trafficking so that they can better avoid tactics that traffickers use to coerce youth into sex work.

Berkeley exists in the larger context of Alameda County, and shares a border with Oakland which is known as a major hub for trafficking of Commercially Sexually Exploited Children (CSEC) in the Bay Area (HEAT Watch, 2012). Although there have been few sex trafficking cases in Berkeley in the last 10 years, the issue of sex trafficking is geographical and a strong stance on sex trafficking for every city in Alameda County could help make a united front against sex trafficking in the Bay Area.

For this project I analyzed practices from six different categories of policy options that best fit the current conditions and needs of Berkeley. These [policy options focus on](#) ~~were:~~

- [Focusing on](#) data collection and victim identification
- [Focus on](#) broader goals for police: training police officers to recognize trafficking victims in these situations through additional training and explicit training materials and police codes
- [Focus on](#) CSEC, by creating curriculum in schools
- [Focus on](#) massage parlors and other commercial businesses that may be fronts for prostitution or trafficking
- [Focus on](#) men who buy commercial sex

- ~~C~~reating a network with other cities in Alameda County and Alameda County services.

These different issue areas were evaluated based on the current conditions in Berkeley and using criteria including cost, efficiency, effectiveness, political feasibility, and administrative feasibility.

I make ~~three~~-four main recommendations based on my analysis:

- A ~~s~~Short-term goal of administering a quantitative study of service providers in Berkeley in order to gather data on the scope of the sex trafficking problem in Berkeley beyond police data. As well as to satisfy the secondary goal of identifying the competence of service providers serving at-risk populations and to gauge whether further training is needed.
- A mid-term goal to influence the Berkeley Police Department to create a targeted set of policies and include additional training for officers in order to better equip Berkeley Police to identify and offer services to trafficking victims.
- A ~~m~~Mid-term goal of looking into options for curriculum for at-risk youth.
- As a longer-term goal to join the Alameda County SEM Network which is a network of service providers which will allow for these services to be coordinated which will help trafficking victims by allowing coordinated care across agencies by sharing knowledge and information.

These ~~three~~-four recommendations are within the scope of Berkeley's resources and fit within the context of the current conditions in Berkeley at this time.

I. Chapter One

Human trafficking is quickly becoming recognized as a global issue. In the last 15 years there has been an increased interest in creating laws surrounding human trafficking based on several high profile trafficking cases in the United States (Lee & Lewis, 2003).

Human trafficking in the United States is multi-faceted, and includes both United States citizens and non-United States citizens some who are brought into the United States for the purposes of being trafficked. The United States is not the only destination country for international trafficking, but it is one of the largest destination countries for traffickers (United States Department of State, 2008).

This report will explore possible policies for Berkeley, CA. This report is not meant to be an overview of sex trafficking in general, but offer policy solutions for addressing and recognizing instances of sex trafficking in the specific location that is in the client's jurisdiction.

Description of Research

The City of Berkeley is concerned with human trafficking within its city limits as well as in Alameda County and cities along the I-580 corridor. Although Berkeley has seen few confirmed cases of sex trafficking in the last 10 years, the city exists in the larger context of Alameda County, and shares a border with Oakland, which is known as a major hub for minor sex trafficking in the Bay Area (HEAT Watch, 2012). A policy for Berkeley could act as deterrence for traffickers settling in Berkeley, and the Bay Area in general and would enable them to collaborate with other cities in Alameda County on policies in ways that could form an effective united front on this serious issue.

Berkeley is interested in developing policies and defining the scope of the problem, although Berkeley does not currently have a comprehensive set of policies regarding human trafficking.

Arguably the highest profile human trafficking case Berkeley has seen in recent years was the Lakireddy case in 2000. In this case Lakireddy Bali Reddy, a prominent Berkeley landlord, trafficked underage girls for both labor and sex. He was later suspected of being involved in labor trafficking and smuggling as well, over a period of 17 years (Chabria, 2001). The human trafficking was discovered through the investigation of a different charge, for negligent homicide of one of the trafficked girls who had died after a gas leak in one of Lakireddy's properties where the girls were living (Diana Russell & Marcia Poole, 2003). In this case, both sex and labor trafficking were at issue, which is an example of how the lines between the two forms of trafficking can be blurred in some cases (Barnhart, 2009). This case has influenced state policy in California by influencing the passage of a bill setting higher penalties for traffickers (Sundaram, 2012).

More recently there has been concern surrounding massage parlors in Berkeley that are acting as fronts for prostitution. It is suspected that sex trafficking may be taking place at these businesses (Oakley, 2011).

The mission of the Berkeley Commission on the Status of Women is to “seek improvement of all conditions affecting women and advocate (for) women's issues” (City of Berkeley, 2013). Sex trafficking is central to the mission of the commission because sex trafficking disproportionately affects women (United States Department of State, 2012). By targeting sex trafficking and offering services, Berkeley can help curb the problem of sex trafficking within its borders as well as in Alameda County.

II. Background

Definition of Human Trafficking

The United Nations Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children defines human trafficking (or alternately trafficking in persons) as the “recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion... for the purpose of exploitation” (United Nations, 2000). Full text can be found in Appendix A.

Figure 1: UN Protocol of 2000 Definition of Human Trafficking

Process	+	Way/Means	+	Goal
<i>Recruitment</i>	A N D	<i>Threat</i>	A N D	<i>Prostitution</i>
<i>or</i>		<i>or</i>		<i>or</i>
<i>Transportation</i>		<i>Coercion</i>		<i>Pornography</i>
<i>or</i>		<i>or</i>		<i>or</i>
<i>Transferring</i>		<i>Abduction</i>		<i>Violence/Sexual Exploitation</i>
<i>or</i>		<i>or</i>		<i>or</i>
<i>Harboring</i>		<i>Fraud</i>		<i>Forced Labor</i>
<i>or</i>		<i>or</i>		<i>or</i>
<i>Receiving</i>	<i>Deceit</i>	<i>Involuntary Servitude</i>		
	<i>or</i>	<i>or</i>		
	<i>Deception</i>	<i>Debt Bondage (with unfair wages)</i>		
	<i>or</i>	<i>or</i>		
	<i>Abuse of Power</i>	<i>Slavery/Similar practices</i>		

Source: (United States Department of State, 2008)

The UN Protocol definition is visually demonstrated in Figure 1. Under this definition, human trafficking of an adult requires each of the process, means, and goals to be present in order to be considered under this definition, unless the victim is under the age of 18 in which case only the process and goal are required. This means that no force or coercion is necessary if involving people under the age of 18 to be considered human trafficking.

This is a standard definition of trafficking that was adopted by the United Nations in 2000. It was meant to set a standard to be accepted by countries to address the multi-national issue of [human trafficking](#) and to assist individual countries to create their own comprehensive legislative definitions (Gozdziak, 2005).

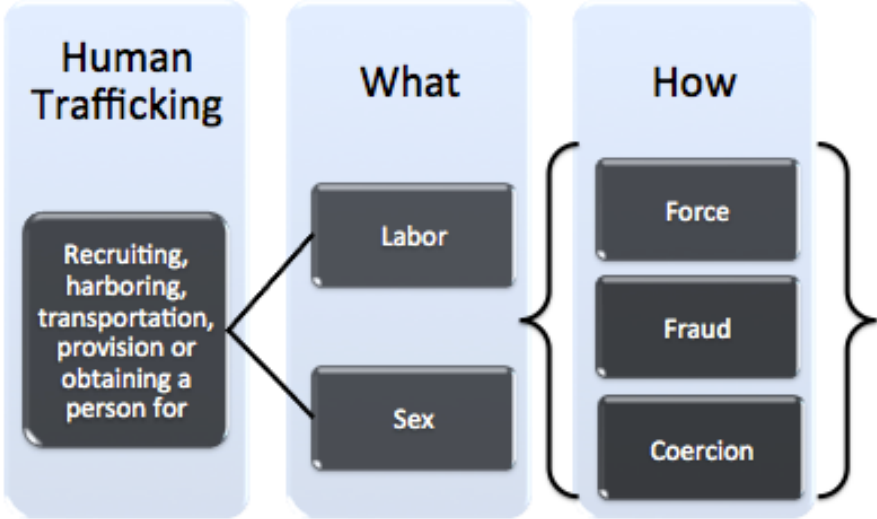
The UN definition was adopted by the United States in the Victims in Trafficking and Violence Protection Act of 2000 (VTVP) with minor changes and expansions. The VTVP simplifies the means to broad categories of force, fraud, and coercion. Force is defined as physical restraint or physical harm and violence, fraud is defined as false promises about employment, wages, or the type of employment, and coercion as threats of physical harm or restraint in a pattern intended to control the trafficked persons (Trafficking and Violence Protection Act of 2000-). The VTVP also makes a clear and simplified distinction between types of trafficking, placing trafficking into two distinct groups: labor trafficking and sex trafficking (see [Figure 2](#)).

Labor trafficking is defined as trafficking people for labor or services. People trafficked for labor are often coerced through debt bondage or peonage in which traffickers require forced labor to repay real or alleged debt, however the debt is not reasonably paid down from wages, or define the nature of the work ([SENTENCE NEEDS REWORDING](#)) (Office of Refugee Resettlement, 2012). This traps the victim in a cycle of real or perceived debt and can even be inherited within a family (US Department of State, 2011).

Sex trafficking is trafficking people for commercial sex acts. Commercial sex acts are sex acts in exchange for money or other things of value (Trafficking and Violence Protection Act of 2000). Sex work or prostitution are not the same as sex trafficking as they involve commercial sex acts being performed without coercion being a factor. Understanding the differences between sex work and sex trafficking are important when crafting policies that explicitly target sex trafficking. Although commercial sex work is illegal in the United States, using broad policies in order to catch sex trafficking will have negative consequences against the very populations that they are designed to help.

Targeted policies, on the other hand, are much more likely to affect trafficking without further disenfranchising populations who voluntarily engage in sex work, sometimes as a strategy for survival.

Figure 2: VTVP Simplified Definition of Human Trafficking



Created by: Jordan Christenson Data from: (22 USC § 7101)

For the purposes of this report I will focus on the VTVP definition, as it is the standard definition recognized in the United States and encompasses the UN definition fairly completely.

The term “human trafficking” insinuates that transportation of people across state or country borders is necessary to be considered trafficking because the term is often used when speaking about the cross-border transport of drugs and firearms or other. However, movement is not a necessary part of identifying a trafficking victim if recruitment or other processes and exploitation are present (United States Department of State, 2012). Although the definition does not require movement, undocumented people and people who are interested in being immigrants to the United States are vulnerable populations which face greater risk of being coerced because of their documentation status, language barriers, poverty, lack of employment options, among other issues (Polaris Project, 2013).

Trafficking is distinct from smuggling in a few important ways. People who are smuggled generally cooperate with the smuggler; there is generally no coercion involved with the act of smuggling. Once over the border, people who are smuggled are free to leave the smuggler and their movement is not contained by their smuggler, and smuggling always involves crossing international borders whereas trafficking does not always involve crossing borders. (U.S. Department of State, 2006).

Consent to the process or goal of the act of trafficking is irrelevant if any of the defined means are present (e.g. Threats, coercion, force). This means that although trafficked people may consent to smuggling, work, or other acts, they are still defined as trafficking victims if their trafficker uses coercion, force, or other means to control their actions and movements. It is also important to note that any illegal acts that were conducted while under coercion or as a result of the trafficking do not disqualify the trafficked person from the definition of a human trafficking victim (United States Department of State, 2012).

In the case of people under the age of 18, any recruitment, harboring or transferring for the purpose of exploitation with or without coercion or force is defined as trafficking (United Nations, 2000). Youth who are sexually trafficked are called Commercially Sexually Exploited Children (CSEC) which is the term I will be using throughout this

report. However, there are other terms that are used to describe this population including Commercially Sexually Exploited Youth (CSEY), and Commercially Sexually Exploited Minors (CSEM) (MISSEY, 2010). I chose to use CSEC throughout this paper because it is a fairly standard acronym used by the majority of the sources and better practices that I researched, although the others may be more accurate about the populations as CSEC includes all people who are sexually exploited under the age of 18. Youth populations who have a greater risk of being trafficked based on their vulnerability include homeless youth and youth in foster care (Polaris Project, 2013). The average age that women and girls report that they were trafficked into sex work is 12 to 14 years old (Minnesota Coalition Against Sexual Assault, 2009).

There is no one face to human trafficking. Trafficking victims come from all genders, nationalities and ages (Polaris Project, 2013). Accurate data and statistics about human trafficking are difficult to capture because of the nature of the issue. Many elements of human trafficking make the issue difficult to estimate because of the illegal and secretive nature of the phenomenon compounded by the global scope of the problem. Issues with data reporting exist, including underreporting, trafficked persons located in difficult to calculate areas such as private residences and businesses, and the type of data collection and quality varies by country and jurisdiction (Clawson, Layne, & Small, 2006).

Estimates have shifted wildly depending on the organization estimating the trend, and the year that the data was released (Jac-Kucharski, 2012). Although organizations have come out with different estimates, the International Labor Organization estimates are considered a definitive source since they released their first estimate in 2005 (United States Department of State, 2012).

In June 2012, the International Labor Organization issued a new estimate. Its new estimate of global trafficking in persons to be 20.9 million people a year. They estimate that 55% of forced labor victims are women and girls, as are 98% of sex trafficking victims (International Labor Organization, 2012). This is an increase from their previous estimates, highlighting the difficulty to capture reliable data about human trafficking.

Although the United States is considered a major destination country for human trafficking (United States Department of State, 2012), accurate information about the scope of the issue is similarly difficult to gather. The United States faces similar issues in terms of accuracy, and reliability of the data (Clawson, Layne, & Small, 2006). The 2006 Trafficking in Persons Report estimated that 14,500–17,500 persons per year are trafficked into the United States. This estimate has not been updated since 2006, but previous estimates ranged from 18,000 to 50,000 persons (U.S. Department of Health and Human Services, 2007).

Human trafficking within the United States of people and citizens internally has not been estimated with as much attention because United States policy generally takes an international view of the issue. Although any demographic of people can be trafficked, there are vulnerable populations that are more at risk of being trafficked for labor or sex work than others. These include runaway and homeless youth, foster youth, new immigrants, and other oppressed groups (Polaris Project, 2013).

California is a major destination for human trafficking, and 80% of labor trafficking cases in California are estimated to take place in the areas in and surrounding Los Angeles, San Diego, San Francisco, and San Jose (University of California Berkeley Human Rights Center, 2005). It is estimated that sex trafficking cases are similarly concentrated in these areas (HEAT Watch, 2012). Berkeley is part of the San Francisco Bay Area, making it a potential area for human trafficking to take place.

For the purposes of this report I will be focusing mainly on sex trafficking. However, keeping in mind the interconnectedness of the types of trafficking is key even when looking at a specific segment of trafficking that takes place.

As well as private homes being used, businesses can act as fronts for prostitution that may include trafficking (U.S. Department of Health and Human Services, 2007). These include strip clubs, massage parlors, hotels, and other businesses (Hepburn, 2010).

The reasons that trafficking victims have trouble accessing services are varied and generally involve fear and lack of knowledge. Barriers to providing services to trafficking victims include; language barriers, lack of funding, lack of training, lack of resources, safety concerns, and the victim's immigration status (California Alliance to Combat Trafficking and Slavery Task Force, 2007). Finding a way to counteract these barriers is important for service providers hoping to serve victims of human trafficking.

Human trafficking and prostitution are often used interchangeably in policies and laws. Although the aims of policies that blur the line between prostitution and trafficking are to reduce trafficking, they can have unintended consequences for non-citizens, sex workers who are not coerced, and other groups (Laczko, 2010). In crafting the policies surrounding human trafficking for Berkeley, it is important to create policies that will minimize unintended consequences by carefully crafting the language and intent.

United States Laws about Human Trafficking

There are three main ways national legislation addresses the issue of human trafficking: identifying trafficking victims, targeting traffickers, and targeting men who buy commercial sex.

The aforementioned Trafficking and Violence Protection Act of 2000 adjusts sentencing, sets up the T-Visa program that allows trafficking victims to have the availability of services. The TVPA defines "severe forms of trafficking" and outlines benefits that trafficking victims are eligible for. Among the established benefits was the creation of the T-Visa program, which establishes non-immigrant status for trafficking victims who are not U.S. citizens and allows them to have access to benefits and stay in the United States. People who apply for T-Visas are required to work with law enforcement to convict their traffickers (US Citizenship and Immigration Services, 2011). This is problematic because trafficked people often sympathize with their traffickers, and often manipulated psychologically, physically, and emotionally by their traffickers making trafficking victims unwilling to work with law enforcement to convict their traffickers (Polaris Project, 2013).

Trafficking victims who are United States citizens do not need additional certification to be eligible for benefits including Temporary Assistance for Needy Families (TANF), Medicaid, or Supplemental Nutrition Assistance Programs (SNAP). Victims who are not United States citizens are required to go through a further certification process to allow them to gain access to these services (U.S. Department of Health and Human Services, 2007).

Minors who are trafficking victims do not need to go through an additional certification process, but rather have benefits available to them through the Office of Refugee Resettlement in the [Health and Human Services \(HHS\)](#) Administration for Children and Families. Among these services is the Unaccompanied Refugee Minor Program, which makes services available for international minors who were trafficked into the United States. This allows for these minors to receive the full range of benefits that a United States citizen minor would have access to if they are not already United States citizens (U.S. Department of Health and Human Services, 2007).

U-Visas are also used in some cases with victims of trafficking. U-Visas are temporary visas given to people who are not U.S. citizens who have suffered mental or physical abuse resulting from a crime perpetrated against them. U-Visas also hold the requirement that victims help police with the investigation (US Citizenship and Immigration Services, 2011).

California Laws About Human Trafficking

Listed below are the penal codes that relate directly to human trafficking in California. Although there are national laws in place, states have their own set of laws regarding human trafficking in that state.

Penal Code § 11165.7: “Mandated Reporter Law”
Teachers and other school professionals reporting mandates

All states are mandated to have policies identifying mandated reporters that are required to report suspected instances of abuse or neglect including suspected prostitution or

coercion to child protective services (Administration for Children and Families , 2012). In California, this list is exhaustive and includes teachers and other school officials.

Penal Code § 236.1: “The California Trafficking Victims Protection Act” (2005)
Sentencing requirements and definitions

Passed in 2005, the penal code states definitions and sentencing requirements for human trafficking as well as general police protocols. This law uses similar and equitable definitions as the Trafficking and Violence Protection Act regarding trafficking (Legislative Counsel of California, 2008).

Penal Code § 13519.14: “The Human Trafficking Collaboration and Training Act”
Police Requirements

The Human Trafficking Collaboration and Training Act required the establishment of law enforcement guidelines for responding to human trafficking cases. The human trafficking guidelines were released in 2008 and are widely available for any police department in California. The guidelines list a set of guidelines that police officers and departments should be able to identify and includes background knowledge and indicators of human trafficking along with appropriate case law (California Commission on Peace Officer Standards and Training, 2008).

Penal Code § 18945: “The Access to Benefits for Human Trafficking and Other Serious Crime Victims Act” (2006)
Benefits to trafficking victims

Allows for temporary services for immediate assistance for trafficking victims waiting for federal benefits. Federal benefits for trafficking victims can take up to two years to certify. This was the first of its kind in the United States to allow for benefits in-between that time (California Alliance to Combat Trafficking and Slavery Task Force, 2007).

Proposition 35
More severe punishments for people convicted of trafficking convictions, police guidelines, and restrictions for people on the sex offender registry

On November 6th 2012, California voters passed proposition 35 with 81.3% of yes votes (California Secretary of State Debra Bowen, 2012). Proposition 35 increases

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punishments for human trafficking offenses, increases [programming](#) for victims, requires police training on handling human trafficking cases, and expands requirements for sex offender registration (California Secretary of State, 2012). Proposition 35 was blocked by a lawsuit from the American Civil Liberties Union (ACLU) based on the unconstitutionality of the new requirements surrounding sex offender registration and monitoring of online activities of people on sex offender registries (California PR Web, 2012).

Existing ~~C~~onditions in Berkeley

Berkeley has gone through periods of media speculation around prostitution and sex trafficking in the city. These media reports have focused on a few specific concerns. Some are concerned about sex work in massage parlors, whereas others are concerned about youth who are at risk of being trafficked.

An area that has been a [focus](#) point of attention concerning prostitution and sex trafficking has been massage parlors. Massage parlors along with hotels, strip clubs, and other similar commercial businesses are sometimes used as commercial fronts for sex trafficking and brothel-style prostitution (Polaris Project, 2013). [The police were made aware of the allegations through calls for service by community members who lived near the establishments, and through online review sites of the businesses that detailed the sex acts offered at the establishments \(Oakley, 2011\).](#)

Berkeley police closed 12 massage parlor locations in Berkeley that were suspected of being fronts for prostitution in the 18 months between January 2010 and July 2011. [The Berkeley police was made aware of the allegations through calls for service by community members who lived near the establishments, and through online review sites of the businesses that detailed the services provided \(Oakley, 2011\).](#) This was executed by revoking the business licenses of the establishments, forcing them to shut down based on zoning requirements. [There were complaints made to police, and investigation of explicit reviews made on review websites detailing sex acts that were offered at the establishments.](#) The businesses were shut down based on prostitution allegations,

however there was not further investigation into whether there was sex trafficking present, nor were there any arrests made although there was some concern that the women who worked in these establishments were being coerced at some level to perform commercial sex acts (Orenstein, 2012).

This is a place that the sensitivity training of Berkeley police should be investigated. It is not clear whether they utilized any tools to tell if the people working in the massage parlors were trafficking victims. Although the businesses were shut down, the owners can still file for a new business license. This may lead to a pop-up problem for Berkeley, where these businesses move locations rather than shut down permanently.

The department that handles trafficking and prostitution is a small department with only a small number of officers (HOW MANY?). For this reason, undercover operations are often not feasible for the police department to conduct. ~~For this reason~~Consequently, it was not possible for the police to discover if there ~~were~~was trafficking going on in the massage parlors or if it was simply sex work.

The Berkeley Police Department has data on calls for service and arrest records for prostitution and other “lewd acts in public”. These calls for service are from residents calling the police about something that they see, and police are dispatched to follow up. The Berkeley police generally use two codes when it comes to prostitution calls for services and arrest records as seen in Table 1.

Table 1: Police Codes Used by Berkeley Police for Prostitution and Solicitation

Police Code	Meaning	Description
647(a)	Loitering and lewd conduct	Usually in car or on street, not always prostitution related. Fewer resources needed to investigate: Usually from Call for Service request
647(b)	Prostitution	Undercover/decoy usually needed, more resources needed, 3-4 police officers

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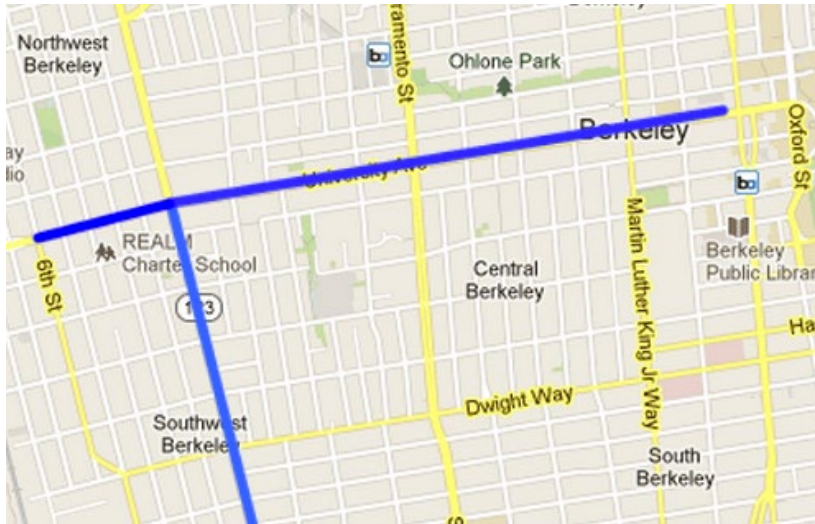
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The calls for service that have been categorized into these two codes have decreased greatly in the last three years. Through my interview with a police officer in Berkeley ([DID GREENWOOD ASK FOR ANONYMITY?](#)), he estimated that the calls for service for these two codes have decreased by half every year since 2010. He estimated that they were around 100 calls in 2010, 50 in 2011, and around 25 in 2012. The decreasing number of calls for service is interesting, as this is the same period that the massage parlors in Berkeley suspected of prostitution were shut down.

The police have noticed that many issues have gone undercover, and whereas many crimes such as drug dealing and prostitution were more visible on the street in the 1980's and 1990's, technological advances have made it possible for the crimes to become more difficult to see as they are not necessarily performed on the street as much as they once were. Review websites such as yelp, craigslist, and Redbook have made it easier for sex workers to find clients, and for massage parlors to stay inconspicuous about the commercial sex acts that are offered. The Berkeley police still prosecute street prostitution, but understand that the way the crimes are carried out has changed with technology. Because of this change, the Berkeley police have changed its strategy when addressing these issues.

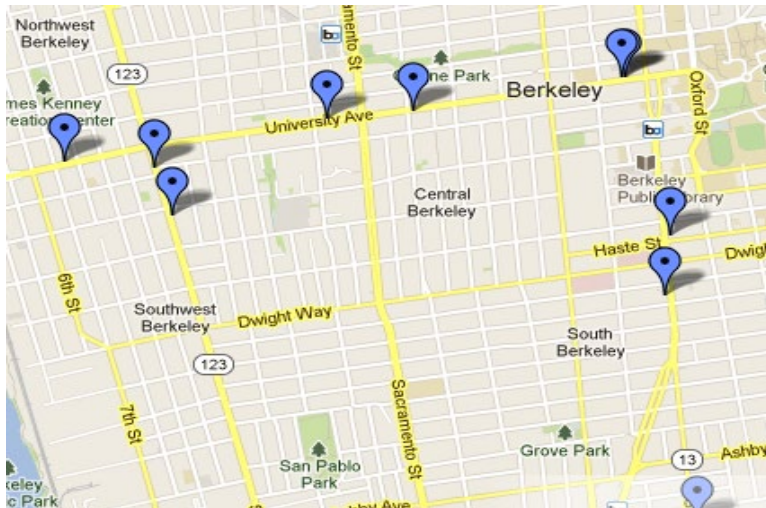
The streets that have historically been issues for street solicitation and prostitution in Berkeley are San Pablo [Avenue](#) closer to the Berkeley/Emeryville/Oakland border, and University [Avenue](#) which runs east/west through the city. Comparing the streets that have historically been linked to prostitution to the locations of the massage parlors that have recently been shut down based on suspicions of prostitution demonstrates a connection between the locations. The streets that have historically been known for street prostitution, and the streets where massage parlor businesses that were shut down based on prostitution are located are mirrored. This demonstrates that prostitution issues are still a problem in these areas, but the form that the prostitution takes has changed. Rather than street prostitution, it has moved to massage parlors in these areas. This [can be seen](#) demonstrated in [Figures 3 and 4](#).

Figure 3: Streets known for Street Prostitution in 1980's and 1990's



Source: Google Maps, interview with police officers

Figure 4: Locations of Massage Parlors Shut Down based on Prostitution Suspicions



Source: (Oakley, 2011)

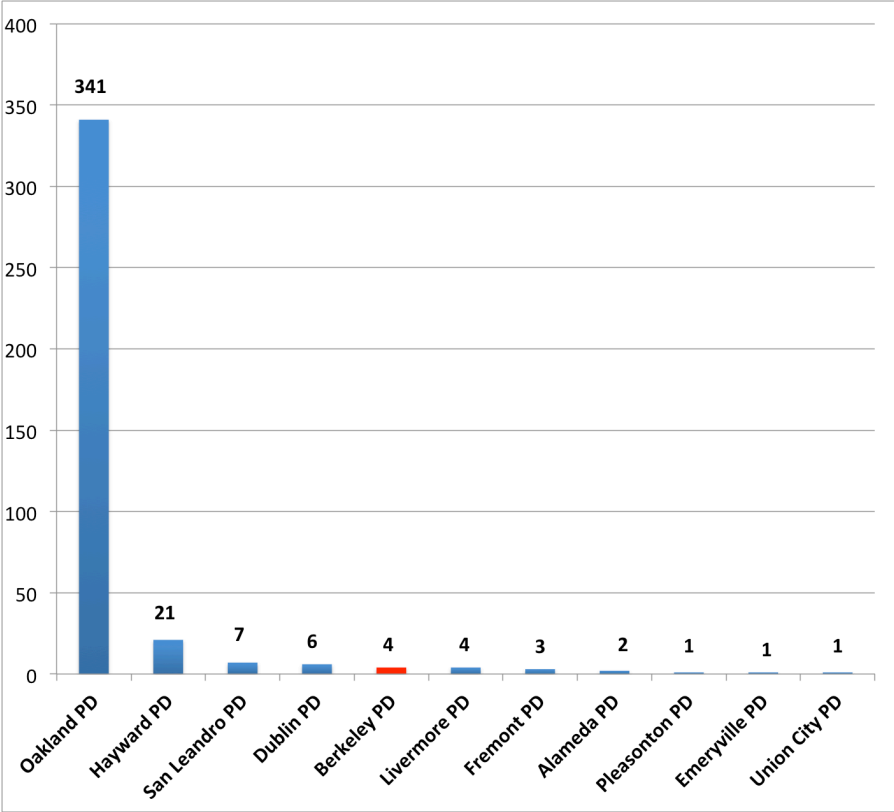
There has recently been media attention surrounding human trafficking, specifically sex trafficking in Berkeley. There has been media concern about sex trafficking victims who attend Berkeley High School, however these claims have not been backed up with confirmed cases of trafficking to the extent that the hype makes up by the police [\(CONFUSING SENTENCE\)](#) (Karlamañgla, 2011).

The arrest rates for juveniles in Berkeley, California for prostitution from between 2000–2009 were very low, with only four arrests (one in 2005, two in 2006, one in 2007) made between those years from data gathered from the Special Requests Unit of the Criminal Justice Statistics Center (Beaty, 2011). These low incident and arrest numbers can be compared to other jurisdictions in Alameda County, and Oakland in particular, to contextualize these numbers. In 2011 four cases of underage sex trafficking were investigated, two of which concerned Berkeley High School students. In 2010 there were seven reports, three involving Berkeley High School students. However, there were zero confirmed cases of underage sex trafficking in either year (Karlamañgla, 2011). As can be seen in Figure 5, there does not seem to be evidence for a “spillover effect” from Oakland into Berkeley or any other city in Alameda County with CSEC.

Although the data demonstrated in Figure 5 seems to indicate that there is not an issue with underage sex trafficking in Berkeley, this data is taken from Berkeley and Alameda County police data. This does not include data from other sources, such as from service providers or other organizations which often have first contact with victims, and as demonstrated later in this report, it is not clear that the Berkeley Police Department has a full picture of the issue for multiple reasons.

This data also does not include adults who are sex trafficking victims. This data is more difficult to determine, and as all minors involved in sex work are categorized as trafficking victims, this is not the case for adults. Not all adults who are arrested for prostitution offenses are trafficked or coerced, and the data identifying adult trafficking victims from sex workers is much more difficult to divulge.

Figure 5: Juvenile Prostitution Arrests 2000-2009 in Alameda County



Data from the Special Requests Unit of the Criminal Justice Statistics Center

Although these numbers are extremely low in the context of Alameda County and Oakland, it is not to say that sex trafficking of minors in Berkeley is not a concern. Oakland and San Francisco are both known as major hubs for underage sex trafficking, but the issue is still important to address in other cities in Alameda County (Guzman, 2011). The low statistics may indicate that there have not been police reports or confirmed cases by the police, but there still may be exploited girls in Berkeley. This may also be an identification issue. Trafficking victims are difficult to locate, because of the secretive nature of the issue. Because they tend to be from vulnerable populations, there are multiple points of contact with potential victims.

Potential locations of first contact with victims include:

- Shelters
 - Homeless and battered women's
- Police
- Child protective services
- Schools/officials
- Tip lines
- Foster care
- Health care and emergency care workers

Because the first contact with trafficking victims is not always necessarily the police, relying only on police data will miss important areas where information on trafficking victims can be collected.

The first contact being with police is an issue in many cases because trafficking victims, specifically CSEC, have historically been viewed as criminals rather than victims. This mentality is changing in police forces across the country, but in many cases training is still needed to help officers identify sex trafficking victims and differentiate sex workers from trafficking victims (The Sage Project, 2013). This also does not solve the underlying problem that resources and services trafficking victims need are not easily accessible in the criminal justice system. This is why a network of services is necessary when working with trafficking victims. Understanding other potential points of contact is also important when working with sex trafficking victims. Trafficking victims and sex workers also come into contact through investigation of other crimes, specifically survival crimes or low-level offenses such as petty theft or drug crimes (Strategies for Youth, 2012).

The Sexually Exploited Minors Network (SEM Network) is a network in Alameda County of service providers. The goal of the SEM Network is to network with service providers in Alameda County in order to better serve CSEC and other exploited minors.

It was begun in 2004, beginning as an informal network that transitioned to a formal group. The SEM Network meets monthly and is currently in the steps to secure 501C3 status, transition their name to SEM Rise, and compile the list of goals for the organization (Alameda County California, 2012).

III. Policy Options

For this section I will be detailing several ~~example~~ practices of other cities and counties and analyzing them for their potential relevance and replicability in Berkeley based on criteria explained below. The options explored below are only a cross-section of the available approaches, chosen based on the relevancy within the existing conditions of Berkeley at this time by taking into account the size of the city, demographics, available data about the problem, and resources available.

Berkeley will have to make a decision on what aspect of trafficking they would prefer to focus on because of limited resources. There are a few distinct categories that they could focus on, however they are not mutually exclusive:

- Focusing on data collection and victim identification
- Focus on broader goals for police: training police officers to recognize trafficking victims in these situations through additional training and explicit training materials and police codes.
- Focus on CSEC, by creating curriculum in schools
- Focus on massage parlors and other commercial businesses that may be fronts for prostitution or trafficking
- Focus on men who buy commercial sex
- Create a network with other cities in Alameda County and Alameda County services

These six different issue areas will be explored below.

Understanding the Problem: Data Collection and Identification

Improving upon the methods for identifying sex trafficking victims is essential to gain an understanding of the scope of the problem and assisting those individuals in contacting the services that they need.

The Commission on the Status of Women is already aware of the data collection gaps. As human trafficking is difficult to locate and collect data on, what may be helpful to them is a map of where to go from here. It is not the focus of this report to compile this data, however I will offer recommendations on how to collect the data at a later date.

The Berkeley police have data about calls for service and arrest rates of prostitution, and solicitation in Berkeley, California but this is not the only source of data that can or should be used to better understand the problem. The police have not found any incidences of human trafficking in the last two years, nor do they have specific protocols established for trafficking victims. Relying only on data from the police may lead to gaps in data that can be filled through other types of data collection.

Homeless shelters and services as well as foster care services are locations of first contact with trafficking victims. Collecting data from these organizations on if they have training for their volunteers and paid staff on how to identify trafficking victims, as well as if they have come in contact with trafficking victims is a place where further research is necessary beyond this project. This can be accomplished by conducting a qualitative or quantitative survey of service providers in Berkeley.

A quantitative study would be useful if the commission is interested in statistics and getting a numerical understanding of the problem. This may be the best first step to better understand the problem. This would consist of a closed question survey with some open-ended questions that was collected either by physical paper copies, phone, or e-mail that include indicators such as:

- If the volunteers or staff members of the organization have received training on how to identify or work with a trafficking victim.

- If they have had training, what that training was and if they feel that they have an adequate understanding of how to identify and help trafficking victims
- If they have worked with trafficking victims.
- How many people in the last year/2 years/5 years they have had who have been or have been suspected of being trafficking victims or sexually exploited.
- How many runaway and homeless youth they work with in general.
- What other factors the people that they work with are dealing with that are also indicators of people who are at risk of being trafficked including abusive homes, drug abuse, etc.

A semi or unstructured qualitative study may also be helpful once the scope of the problem is better understood, in order to understand better the issues that are apparent in working with these populations.

This alternative ([WHICH? Qualitative or quantitative?](#)) is low cost and well within the scope of what the Berkeley Commission on the Status of Women can accomplish, as it is a research project that an intern or other student can conduct. It will allow for a better understanding of the scope of the problem, and will inform what policy options should be pursued at a later date. This research project will help close the data collection gaps and broaden the data collected past police data.

If through the research project detailed above it is not clear that homeless and other services have adequate training to identify victims of human trafficking, offering resources for additional training is an option that may help identify trafficking victims. As this information is not yet available, additional training for shelter staff is not an option that I will review here. However, it may be useful to look into based on what the study turns up.

Broad Police Options

The police are often the first contact with trafficking victims. Building strong policies for the police can directly affect trafficking victims by assisting with identification and offering services for trafficking victims. The two policies in this section should be treated as a pair, as one without the other would be less effective than both together and they require similar resources.

Additional training for police officers

Proposition 35 has been blocked for possibly violating first amendment rights of people on the sex offender registries. However, Berkeley police should be prepared to comply with the training requirements.

The police requirements of Proposition 35 state that any police officer ~~that~~ who comes into contact with CSEC ~~or~~ a victim of domestic violence or sexual assault, the officer is required to look for indicators of human trafficking. These requirements do not add much to established police guidelines under The Human Trafficking Collaboration and Training Act detailed above, but it does designate additional training of at least 2 hours per officer on how to handle human trafficking complaints. It requires this to be completed by July 1, 2014 or within six months of the officer being assigned to the field of investigative work (California Secretary of State, 2012).

Berkeley already complies with the training requirements outlined in Proposition 35, as it holds training for officers concerning human trafficking (both labor and sex trafficking) every two years. However, it is unclear whether this training includes sensitivity to indicators of trafficking victims [\(FIND OUT\)](#). Adding training on indicators of trafficking and in which situations to look for them will strengthen the training on trafficking victims considerably and allow for officers to more easily identify victims of sex trafficking.

One option for the Berkeley Police would be to comply with the training requirements in The Human Trafficking Collaboration and Training Act and the additional requirements of Prop 35. This would mean to create or adopt training guidelines outlined in The Human Trafficking Collaboration and Training Act, and training officers in recognition of the indicators of trafficking victims.

Creating a comprehensive police policy for identifying sex trafficking victims

Creating a comprehensive policy that would help police officers identify and understand how to treat human trafficking victims through the system. The Berkeley Police Department has an understanding that human trafficking victims are victims rather than offenders, however there are not specific policies in place about how to identify and handle trafficking victims in the system.

Contact with police by trafficking victims can be through a prostitution investigation or arrest, or through arrest or investigation of another crime. Because it is not always clear who is a trafficking victim, a policy in place that gives guidelines on how to identify trafficking victims is essential to identify and help victims.

There are many examples that the Berkeley police could mirror or draw from in crafting their policies including information from the [Justice Department](#), the State of California, and the United Nations. This option would be low cost and low time, but it may lead to increased administrative costs as the policy was drafted and implemented.

Focus on CSEC

School Curriculum

Although many of the options presented may also help identify and target CSEC, developing a school curriculum would directly target youth who are at a higher risk of being exploited. Developing school curriculum with service providers around human trafficking and sexual exploitation is a change that can be made in schools that would help inform children about sexual exploitation, and be used as early intervention and prevention for youth at high risk.

The Justice Resource Institute's "My Life, My Choice" project based in Massachusetts is an example of prevention curriculum. This curriculum is designed to be facilitated by teachers, care providers, and service workers who work with youth as well as helps these teachers and care providers better understand sexual exploitation of youth and how to identify and help them. The curriculum includes lesson plans for groups of youth with risk factors for being sexually exploited, or youth ~~that~~ who are currently being exploited. The course includes 10-week hour and a half sessions that educates youth about myths surrounding sexual exploitation, understanding how traffickers recruit and how to avoid it, sexual health, [the](#) link between sexual exploitation and substance abuse, raising self-esteem, and pathways out of sexual exploitation and resources available to do so (The Justice Resource Institute, 2013). This curriculum is specifically designed for youth with risk factors for being exploited.

Focus on Massage Parlors

Code Violations

In 1994, Nassau County Problem Oriented Policing team received an increased number of complaints by community groups about the number of massage parlors that were fronts for prostitution that were present along the county's western edge closest to New York City. These massage parlors were suspected of being used as fronts for prostitution and possibly trafficking and many of the women working as massage therapists were not licensed. The county used a different strategy for shutting down massage parlors tied to prostitution than the classic route. Rather than revoking ~~their~~-its business license and forcing the business to shut down based on zoning requirements, as is the standard practice in most cases, they attempted a different kind of code enforcement. Rather than attempt to shut down the business directly by targeting business owners, they attempted to shut down the business by focusing on the property owners—or landlords (Leahy, 1995).

Many of the property owners of buildings that contain commercial-front businesses for prostitution are not the same people as the business owners (Polaris Project, 2013). Nassau County also found that the original people who signed the lease were difficult if not impossible to find, and that the massage parlors had often changed the buildings' structure resulting in fire and building code violations. The Nassau County police targeted the property owners, forcing them to shut down the businesses by notifying them of the code violations and fraudulent lease agreements. When they did not comply, or ignored the violations the police, fire department, and building inspectors began citing the owners with large fines. These ranged from \$200—\$1000 a day for building code violations to \$5000 for fire code violations (Hughes, 2005). These fines put pressure on the property owners to shut down the business, if they did not they would have to pay enormous fees and be liable for charges of allowing prostitution on their property. The results were overwhelming, with the police department able to shut down every massage parlor that was suspected of prostitution (Leahy, 1995).

This policy reduces the likelihood of the popping up nature of businesses like this. By just revoking the business license, it is possible that the business will relocate or stay open as the process for revoking the business license takes place. By targeting the property owners, it makes it more likely that fewer property owners will be willing to ignore the type of business that is renting their properties in the future, as they will be liable for the fines. It is important to note that although this policy may make it more difficult for these businesses to move to the city or county that has the policy, it may also just push the businesses to a surrounding city or county.

Nassau County had an additional issue of how the businesses were being advertised. The police cracked down on advertising for massage parlors in newspapers and gym bulletin boards (Hughes, 2005). [\(MORE CONTEXT?\)](#)

Berkeley's policy [of revoking permits](#) to shut down illegal massage parlors ~~of revoking permits~~, forcing the closure of the businesses based on zoning requirements is different from the Nassau County policy in several distinct ways. The Berkeley policy leaves the possibility for the businesses popping up in different locations in the city by getting a new business license. The Nassau County policy makes the entire jurisdiction inhospitable for future or current traffickers or illegal massage parlor business owners. This policy sends a message that illegal massage parlors that allow prostitution are unwelcome in their jurisdiction and will not be tolerated. This leads to deterrence for traffickers and illegal business owners. The Nassau County policy has a greater possibility of deterring traffickers and johns, however like Berkeley's current policy it will not help identify and help victims. The benefit to moving to a policy like Nassau County's would be to act as deterrence and reduce prostitution and by extension the possibility of sex trafficking within the city of Berkeley.

Targeting People who Buy Commercial Sex

Another strategy is to attempt to deter buyers of commercial sex. There are multiple options for this strategy, none that Berkeley may be interested in pursuing. They are listed here for the purpose of understanding the policies, as they are an alternative to arresting buyers of commercial sex although they require a level of police resources that are not available or necessary at this time. In the future, if the conditions change this may be a good alternative for Berkeley. These policies target buyers of commercial sex rather than trafficking victims in an attempt to reduce demand.

Dear John Letters

Dear John Letters are a policy that many community groups in the United States have begun using as a tool to deter men who buy commercial sex. [The City of Oakland California](#) recently began a Dear John letter campaign in neighborhoods that have a high density of street prostitution, especially of Commercially Sexually Exploited Children (CSEC). Local community organizing groups and the Oakland Police Department work together to send letters to men whose cars were in areas in Oakland that are known for high levels of prostitution and CSEC and were acting in a way that demonstrated that they were looking to hire commercial sex workers (Walter, 2011). Residents in the neighborhood send license plate numbers of the men in the neighborhood suspected of looking for sex workers. The police department then finds the records based on the license plate numbers and sends letters to the owners of the vehicles that explain that their actions are illegal and that the community notices their actions, as well as explaining that prostitution is linked to human trafficking and sexual exploitation of children. These letters are sent out within the week of the Oakland Police Department receiving the license plate information after the make and model is checked against the record for the driver (Masunaga, 2012). This policy is meant to be a deterrence tool as well as a community action model by removing the anonymity of men who buy commercial sex in these neighborhoods. An example of a Dear John Letter from Florida can be seen in Appendix B.

John Schools

Colloquially known as “John Schools”, First Offender programs are programs aimed at reducing the demand for sex workers in the city that they are implemented by offering or mandating that men who buy commercial sex attend a one to three day class session with experts and former sex workers instead of or as a part of sentencing (Jordan, 2012).

San Francisco First Offender Prostitution Program was the first John School that was begun [\(IN US? IN CA?\)](#). It offers first time offenders an alternative to prosecution by paying a fee and attending a one-day class as long as they do not reoffend in a certain time span. This program is a joint partnership between the San Francisco Police Department, San Francisco District Attorney’s office, and a local non-profit organization. The fees cover the cost of the programming, making it cost effective. The fees also go to support programming in local non-profits that work with CSEC (Michael Shively, et al., 2008).

Network with Services in Alameda County

Many aspects of human trafficking policy may be best accomplished in a network with surrounding cities and counties. Trafficked persons, particularly CSEC, may come in contact with multiple agencies including health care services, juvenile justice centers, mental health care organizations, child welfare, and homeless service organizations and each of these agencies deal with a different aspect of the trafficked person’s care (Piening & Cross, 2012). For this reason, creating a network of available services that are coordinated will help trafficking victims by allowing coordinated care across agencies by sharing knowledge and information.

Alameda County already has a loose network of organizations and resources for addressing the needs of CSEC and other trafficked people, and is working on making this network stronger (Guzman, 2011). Most of these organizations are focused on or located in Oakland, where the majority of the sex trafficking issues in Alameda County are located. Berkeley does not have any services that are specified only for victims of human

trafficking. Although Berkeley does not have as much of an issue with sex trafficking as Oakland, these organizations can offer valuable resources and information to Berkeley. Because massage parlors can change jurisdictions rather than shutting down completely, this sort of network may help by keeping a record of business owners who have been shut down on suspicions of prostitution. This would help other jurisdictions with identifying issues of sex trafficking in massage parlors in the future.

Other counties have had similar networking efforts. Suffolk County in Massachusetts developed the Support to End Exploitation Now (SEEN) network in 2001 in response to increased understanding of issues affecting CSEC and other underserved populations. The SEEN network's mission is to coordinate with organizations to best serve CSEC, to effectively change policy surrounding CSEC, and to increase the effectiveness of programming offered for their clients. The network includes 35 public and private organizations and agencies and includes coordinated efforts between different organizations. Similar to Alameda County's network where most of the resources are focused on Oakland, most of the attention and services are situated around Boston, the city with the biggest known problem with CSEC in the county (Piening & Cross, 2012).

Alameda County's SEM Network is currently working on establishing themselves and creating the goals for the organization. This leaves the opportunity for Berkeley to get involved with the network and encourage other smaller cities in Alameda County to get involved. Although Oakland is currently the location with the most trafficking issues, a countywide approach to this issue would positively benefit all of Alameda County.

Looking at the SEEN network as an example, it is clear that these networks require many resources in order to be as effective as they want. Berkeley could offer resources to the organization as well as being a part of the network. This network is just beginning to get started, which leaves Berkeley the opportunity to get involved in the network.

IV. Analysis of Options Presented

I will be analyzing the policy options explained above using criteria in order to better assess how the policy will fit for Berkeley. The criteria will be given a value-based score of low, medium, or high based on how well they fit the criteria. These criteria are:

- **Cost:** The amount of money each option will cost. This criteria is assessed based on how well the option fits the criteria. Making a high score on this criteria means that it is low cost. Although this may seem counter-intuitive, this is done in order to be able to compare across criteria.
- **Efficiency:** The difference between the cost of the project and the benefit or potential impact on the problem.
- **Effectiveness:** How much of an impact each policy option has on the problem.
- **Political Feasibility:** Whether a policy option will be able to be implemented based on the political climate of the location it is to be implemented including strength and number of political opponents to the policy option.
- **Administrative Feasibility:** The ability of the organizations to implement the policy taking into account factors including resources available, complexity and difficulty of implementation, whether the option is in the jurisdiction of the organization, and other organizational factors.

They will also be analyzed based on other factors such as the similarity to Berkeley, CA in size, need, and other demographic information. The completed options criteria matrix can be found in [Figure 6](#).

Figure 6: Alternatives Criteria Matrix



Created by: Amanda Jordan Christenson

Status Quo

Continuing with the status quo in Berkeley does not increase the cost of the programming that is currently in place. Victim identification is unlikely to increase if Berkeley stays with the status quo. Calls for service to the police regarding CSEC and other trafficking issues have been extremely low and decreasing over the last few years and it is unlikely that this will change in the next five years.

The efficiency and effectiveness of the status quo in Berkeley are both low. Although it is low cost, the status quo does not have a large impact on sex trafficking in Berkeley because it does not effectively identify sex trafficking victims, and there are alternatives that may identify victims more effectively.

The political and administrative feasibility of the status quo are both high because this option would not change policy in Berkeley, and there has not been a large amount of public outcry against the current policies. It is not apparent that there are any administrative issues with the status quo.

Data Collection and Identification

This option would be to create a quantitative survey of existing service providers in Berkeley. As discussed above, this option is a first step policy for the Berkeley Commission on the Status of [W](#)women in order to gather data on problem.

This option is the least resource intensive option and is easily within the jurisdiction of the Berkeley Commission on the Status of Women. This option would require time to craft and administer the survey as well as a small amount of administrative costs included in hiring an intern and processing the data. There are multiple free or low cost data collection and analysis programs on the market, and unless the commission chose to hire an outside consultant, the cost of hiring someone to administer the survey would be minimal. Altogether, this option should not cost more than the range of a few hundred dollars for the commission including expenses such as travel and time.

This option is also administratively feasible for the commission, as it would not take many resources and would be in line with their mission and goals.

This is also politically feasible. As long as responsible and respectful research methods were used, and anonymity of the organizations and clients were kept, there should not be any major opponents to the data collection plan. In order to be sure of this, anonymity must be kept at every stage possible with clients of the organizations.

This survey is effective in the commission's goal to collect data about sex trafficking in Berkeley. This would help create a more detailed picture of the problem in Berkeley, helping the city make decisions on how many resources to spend, and where to spend them. Data collection is an important component to crafting effective policy, and this option would allow the commission to better understand the problem. Although this option would not directly change policy in Berkeley, it would help inform a baseline assessment on the issue.

This option is rated the highest of the criteria and should be an option that the Berkeley Commission on the Status of Women pursues. This is the first step that the commission should take.

Police Options

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This option includes additional training for police officers and creating a comprehensive police policy for identifying sex trafficking victims. The Berkeley Police Department does not have a separate policy on how to treat CSEC in the system, which is necessary if viewing CSEC as victims who should be diverted to services rather than criminals in which the goal would be reformation.

Both of these options would require resources and funds to accomplish. The training program would require more resources than drafting a police policy would, as training would require more time, but both would require administrative costs to implement. Drafting a set of police policies regarding CSEC and other trafficking victims will require administrative time and resources to draft the policies.

The efficiency of both policies in this alternative is high. Although they will require time and resources to accomplish, being prepared for future trafficking cases is invaluable. This alternative requires less time and resources from the police department than other alternatives, and the impact will be great.

These alternatives would be highly effective in reaching the goal of victim identification and helping trafficking victims through the system and connecting to services. Because trafficking victims have a different set of needs from other populations, it is important to have a policy that is crafted with them in mind. If and when Berkeley Police identify trafficking victims in the future, having a policy in place will help accomplish this goal.

The political feasibility of changing police policy and training in Berkeley would be moderate. An outside governmental organization attempting to push changes on the police department would not be popular with the department. It is likely that there would be backlash from the police department if these policy changes were suggested regardless

of whether they found them to be good options. These changes would also require funds and resources, which would make these policies somewhat unpopular as a rule. It is also likely that there would be pushback on these policy changes because the police department has not investigated many trafficking cases in the last few years, and they already comply with the training requirements from the state, which would make devoting more resources and training to the issue seem wasteful. However, these changes are likely to be popular with people outside of the Berkeley Police Department, judging from the overwhelming popularity of the training component of Proposition 35.

These policy changes would be useful to mention to the police department to ascertain whether the department feels that these changes are administratively feasible to pursue at this time. Because training schedules are generally fixed and coordinated, it is possible that additional training is not a feasible option at this time. Assuming that there is space for additional training and administrative time necessary for the adoption of new policies, the administrative feasibility of these two options is moderate. There would not be a need to completely overhaul the training practices of the department in regard to human trafficking, just to include indicators of trafficking victims, when to look for them, and how to treat them in the system. Because the police department already does training on human trafficking, this should not be a large administrative burden. Drafting the police policies will require more administrative time and resources, however it should not be too overwhelming.

Based on this analysis, changing the police policy and training in Berkeley is an option that Berkeley should consider.

Focus on CSEC

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This option would develop a school curriculum for students with risk factors associated with people at risk for being trafficked.

The cost of this option would vary dependent on which organizations would be holding the sessions, how many groups and sessions would be held and how many youth would be served by the groups. The “My Life, My Choice” curriculum is a cost [\(HOW MUCH?\)](#), as the organizations [that](#) lead the groups would have to purchase the curriculum. The curriculum is also recommended to be delivered by a survivor and a clinician as well as the facilitators from the organization. These people may volunteer their time for this goal, but this should not be assumed. The time required by facilitators to prepare the lesson plans and facilitate the sessions is also a factor that should be taken into account. Although lesson plans are already included, they also must be tailored for the populations that are being targeted with the lessons. The Justice Resource Institute also offers the option of their staff coming to the location and training the facilitators to facilitate the program, which would be an additional cost. There would also be a need of identifying potential victims of exploitation, which has the possibility of being costly. Because of these initial and ongoing costs, this option would be resource intensive to begin the program and will be moderately costly although once the initial costs are covered it will be relatively less costly to maintain.

The efficiency of this option would be high. Although there are many upfront costs to this option, the program would act as prevention for youth who are at risk of being exploited. If there were a number of youth who were able to take advantage of this curriculum and avoid and be educated about sexual exploitation, this option would be highly efficient.

The effectiveness of this curriculum has the potential of being high. If this curriculum was able to reach youth with risk factors of being exploited, this would reach goals of information sharing and prevention very well. If youth understand tactics used by traffickers, and gain knowledge about trafficking, they are less likely to get caught in exploitive practices that they are unable to leave. However, if this curriculum is used

more broadly, it may not have as great an effect on prevention and would be much more costly. Targeting youth with risk factors in this policy choice would make this option highly effective.

The political feasibility of this option is moderate to high. This is likely to be a popular alternative to organizations that are concerned about CSEC in their communities, as well as educators and the general public in Berkeley. It may be less popular if it requires a large amount of resources to get started.

The administrative feasibility of this curriculum is fairly low to medium. This option would require administrative costs, and as Berkeley does not have any organizations in the city that specifically target youth at risk of sexual exploitation, an organization that does not specifically target sexually exploited youth would need to facilitate the curriculum or an organization from outside of Berkeley would be needed. This has the possibility of being tricky, as the organization that was to facilitate the curriculum would have to shoulder many of the costs and administrative time. If the commission had interest in paying for the majority of the curriculum, grant proposals would need to be drafted which would be an administrative cost. If the organization chosen does not have an explicit mission that is in line with this option, it is possible that it would not be feasible to have this curriculum. The commission would need to find an organization that had the capacity to administer the curriculum, which may be difficult in an economy where non-profits are struggling.

This alternative is a good option for Berkeley if conditions change. There are not currently many known CSEC in the city, and it does not seem to be the major issue that Berkeley is facing with sex trafficking. However, if through identification of victims and those who are at risk illuminates a population that is at risk, this is an option that Berkeley should consider implementing. The benefits of this programming outweigh the costs of implementation and would be an effective prevention tool for youth with risk factors for being sexually exploited.

Focus on Massage Parlors

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This alternative is to change code violations that target property owners of illegal massage parlor businesses based on the policy in Nassau County, New York.

This alternative would be costly to implement. It would require changing police procedure, as well as involve multiple city and county departments and organizations that are not necessary with the current policy for shutting down massage parlors suspected of sex work and trafficking. This would require more resources than are already required.

The efficiency of this policy option is moderate. This option would make Berkeley's policy on shutting down massage parlors more effective; in it would help eliminate the pop-up nature of businesses like these. However, the policy change would be costly and it would likely take time to switch to this strategy. Shutting down ~~of~~ massage parlors in Berkeley was a strategy that was fast, with 12 shut down in 18 months, the time that it would take to gather resources would change this and it would take more turn around time to implement. Because of the pop-up nature of businesses like these, a slow policy is not ideal.

This option is not effective in the goal of targeting sex trafficking in Berkeley. This policy does not help identify trafficking victims, nor does it catch traffickers. This policy is more aimed at sex work and prostitution rather than sex trafficking, which does not improve conditions from Berkeley's current policy.

This option is not politically feasible. It would require a high level of resources, and would require coordination with many agencies in Alameda County. The political climate of Berkeley is such that this policy may be unpopular. The policy criminalizes sex work more than may be politically feasible for Berkeley, which has a more open belief about sex work in general. However, the Berkeley Police have already been shutting down massage parlors suspected of sex work with no major backlash. If this policy was packaged in a way that addressed the Lakireddy case and came off as tough on corrupt landlords, it is possible that this policy would be more politically feasible.

The administrative feasibility of this option is low to medium. The Nassau County policy may not be feasible to extend to Berkeley. The county was the actor in that policy, and they may not be able to have the same level of jurisdiction on the city level. If this were true, it would require getting Alameda County involved, which would be difficult to accomplish in an effective manner.

I do not recommend that Berkeley pursue this option at this time. This policy does not help identify and help trafficking victims, and it criminalized prostitution to an extent that would likely not be politically feasible in Berkeley. Berkeley’s policy on massage parlors has a similar outcome without the increased administrative costs that would be necessary to institute this change. However, it is a policy that Berkeley should be aware of in case conditions change or a tougher policy is needed if businesses owners continue to open massage parlors as fronts for prostitution in Berkeley.

Focus on Buyers of Commercial Sex

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This option includes the Dear John letter campaign and John Schools.

The cost of implementing a Dear John letter writing campaign would be low. It would require police time and administrative costs to sending out the letters, but as the project is designed to be community led, it would not add much of a burden to the police department.

The cost of implementing a John School in Berkeley would be very high. This policy is highly resource intensive because it requires coordination with many organizations and departments in the city and Alameda County, and the cost of the sessions themselves would be very high. Although the San Francisco model is cost effective, this is unlikely to be the case at least until it is well established if ever.

The efficiency of Dear John Letters would be medium. The benefit of the campaign would be to take away the anonymity of men who buy commercial sex, and the cost would be low. However, as there is not much street prostitution in Berkeley it would be difficult to implement.

The efficiency of a John School would be low. The high costs combined with the low arrest numbers of men who buy commercial sex makes this option not efficient. It would require a high amount of police resources, and as there are not currently many offenders in Berkeley, this policy would not be cost efficient.

The effectiveness of the Dear John letters would be medium. The goal of the campaign is to target men who buy commercial sex, however Berkeley does not have a large visual presence of these men. There is not much street prostitution in Berkeley, making this policy ineffective. However, if these conditions were to change, or if there was a neighborhood in Berkeley that had a problem with street prostitution, this policy choice would be effective in targeting men who buy commercial sex.

The effectiveness of starting a John School would be low. Berkeley does not have a large street prostitution presence, making this policy unlikely to be effective.

The political feasibility of the Dear John letter writing campaign would be medium. As it requires community members to be an effective policy choice, it would be necessary for the policy to be run and started by community organizations. As there is not a large issue with CSEC in Berkeley, this policy may come off as overzealous if Berkeley reached out to neighborhoods that do not have an issue with street prostitution.

The political feasibility of a John School would be low. It would be highly resource intensive, without much impact because Berkeley does not catch many men who buy commercial sex. These two factors would make this policy unpopular because it could be seen as a waste of resources.

The administrative feasibility of a Dear John letter writing campaign is medium. It would require interested community groups, but it would not require a large amount of police department resources or time to implement.

The administrative feasibility of creating a John School would be very low. It would require a large amount of resources to start the school, and would require increasing the number of officers who worked at catching men who buy commercial sex. This would be a huge administrative cost that is not a realistic option for Berkeley at this time.

A Dear John letter writing campaign is not a good option for Berkeley because it does not have a strong presence of street prostitution or CSEC, which is what this policy is aimed at. It is also a community-based option, which is out of the jurisdiction of the Berkeley Commission on the Status of Women.

Creating a John School is not ideal for Berkeley, in part because Berkeley does not have a large problem with CSEC or other forms of sex trafficking as San Francisco which began this program, but also because Berkeley also has taken a more liberal stance on sex work so they do not catch many men who buy commercial sex at this time. This is a policy they might look into if either of these conditions change. It is too resource intensive for Berkeley to start its own John School because they would also have to increase the number of officers in their vice squad which currently is a small department. They could consider partnering with San Francisco for the men that they do catch buying commercial sex, as Alameda County does not currently have a John School.

Network with Service Organizations in Alameda County

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This option is to join the SEM Network in Alameda County of service providers that are likely to come in contact with CSEC and other victims of exploitation.

The cost of this option would be high. Because the network in Alameda County is still coming together and creating the mission and pulling together organizations, the network still requires a high level of resources. The administrative costs that would be required to have organizations in Berkeley added to this network would also be fairly high.

The efficiency of this option is medium. Although joining this network would require many resources and would be costly, it would also help create a coordinated system for assisting sex trafficking victims.

The effectiveness of this option is high. Joining this network would be in line with many of the goals that the Berkeley Commission on the Status of Women have for offering services for victims of trafficking and creating more effective policy on this issue.

The political feasibility of joining the SEM Network would be high. This is likely to be a popular option for Berkeley in general as well as the individual organizations that would be joining the network as it would offer mutual support to their organizations and make an impact on the problem of sex trafficking.

The administrative feasibility of this option is medium. Because it would require a high level of coordination and resources, it would be difficult administratively. However, because the organizations would likely be interested in joining the network, the coordination should be easier to accomplish.

V. Recommendations and Conclusions

Although the data available points to the fact that Berkeley does not have as big an issue with sex trafficking as other cities in Alameda County, there are still policy changes that the city can and should consider with regard to sex trafficking. These options are less resource intensive than other cities may need, as devoting a large amount of resources at this time is not necessary for Berkeley based on the current conditions of the city at this time.

Based my analysis of the options evaluated, I have ~~three~~four main recommendations:

- Short-term goal of administering and analyzing data from a quantitative study of service providers in Berkeley
- An optional secondary short-term goal of identifying curriculum that may be used for at-risk youth that are identified in Berkeley.
- A mid-term goal to influence the Berkeley Police Department to create a targeted set of policies and include additional training for officers
- As a longer-term goal to join the Alameda County SEM Network.

Conducting a study of homeless and foster care service providers is the next step that the commission should look toward. This will allow them to understand the scope of the problem better, and is within their jurisdiction to provide.

The secondary short-term goal is possible if the administrative issues were worked out and if at-risk youth were identified through the study or through other means. This would allow for Berkeley to focus on finding a curriculum and a service organization capable of using the curriculum for at-risk youth. The My Life, My Choice curriculum is what I identified in this report as a best practice for this goal, however it depends on the audience that Berkeley intends to use the curriculum for. The My Life, My Choice curriculum was created for youth who are at-risk for exploitation specifically in mind.

This curriculum is designed to be given by service organizations ~~who~~that work with these

specific populations. This is not a broad curriculum, and should not be used on a broader audience than the curriculum intends. If Berkeley is interested in using curriculum for a broader audience, they should look to the My Life, My Choice as a best practice and for general lesson plan ideas, but look elsewhere for a curriculum with a less specific audience in mind. If a specific curriculum is used too broadly it will not have the same impact as if it were used with the intended audience and with the number of experts who are recommended to oversee the curriculum. This option should be pursued with caution and with the understanding of the populations that will be targeted with this curriculum.

A mid-term goal that Berkeley should look to is influencing the Berkeley Police Department to create policies on how to identify and treat sex trafficking victims, specifically CSEC.

Berkeley's long-term goals should include joining the Alameda County SEM Network. This will allow the city to share resources with other cities in the county as well as make a countywide impact on sex trafficking in the area.

Conclusion

Although resource intensive options are not feasible for Berkeley at this time, low resource intensive options will be both feasible and will have an impact on important aspects of the problem.

Further research needs to be conducted about other forms of human trafficking, specifically labor trafficking. Sex trafficking and labor trafficking can be connected, and ignoring labor trafficking ignores a large swath of victims, both female and male. Considering sex trafficking as a subset of labor trafficking will better address the needs of women because the two forms are not exclusively gendered, and some estimates state that more than half of people trafficked for labor are women.

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Appendices

Appendix (A): Article 3 of the United Nations Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children

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Article 3

Use of terms

For the purposes of this Protocol:

(a) “Trafficking in persons” shall mean the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude or the removal of organs;

(b) The consent of a victim of trafficking in persons to the intended exploitation set forth in subparagraph (a) of this article shall be irrelevant where any of the means set forth in subparagraph (a) have been used;

(c) The recruitment, transportation, transfer, harboring or receipt off a child for the purpose of exploitation shall be considered “trafficking in persons” even if this does not involve any of the means set forth in subparagraph (a) of this article;

(d) “Child” shall mean any person under eighteen years of age.

Appendix (B): Example of a Dear John Letter from Escambia, Florida

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Oakland Dear John letters focus more on educating people about CSEC than the example below, but this is an example of how Dear John Letters can look.



John Doe
276 Main Street
Pensacola, FL 32509

Vehicle: 1990 Toyota
Location of arrest: Arlington Ave & W Street
Date and Time of arrest: 2:15 am 7/1/09

Dear John,

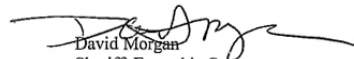
The vehicle registered in your name was involved in an arrest for violation(s) of Florida's laws prohibiting prostitution. Attached is a copy of the Florida Statute for your review. The individual arrested from your vehicle is _____. As vehicle owner, you should be aware of the Florida Contraband Forfeiture Act wherein motor vehicles can be seized if they are used in violation of this act. The Escambia County Sheriff's Office is notifying you so that you can consider these factors in deciding whether to allow others to drive your automobiles.

It is important for you to realize that the above named person and his/her significant other may have been exposed to a Sexually Transmitted Disease (STD). Certain STDs, like HIV, are incurable and may not be noticeable for a long time. It is possible to be exposed to an STD even if your partner was with a prostitute only once. Getting tested is important to your health and may impact your future ability to have children. Confidential STD testing is available through your private doctor or the Escambia County Health Department (850-595-6532). Fees may be involved.

It is a common myth that prostitution is a "victimless crime" or that it is "an act between two consenting adults." Prostitution is a crime which is linked to drugs (use and sale), acts of violence toward prostitutes and their customers and in the worst cases, human trafficking in juveniles for the sex trade. In addition to STD's, other viruses can spread through intimate contact with random individuals whom you may not know. Hepatitis, HIC and HPV can all be unknowingly transmitted and can lead to serious, and fatal, illness.

Prostitution, soliciting for prostitution and the other activities described in the attached statute (F.S.S. 796.07) will not be tolerated in Escambia County. If you think you may have been exposed to any communicable diseases after reading the contents of this letter, please contact your health care provider or the Escambia County Health Department for evaluation before having intimate contact with other people to help prevent the spreading of serious conditions.

Sincerely,



David Morgan
Sheriff, Escambia County

ESCAMBIA COUNTY SHERIFF'S OFFICE

Telephone (850) 436-9512 • www.escambiaso.com • P.O. Box 18770 • Pensacola, Florida 32523

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RESOLUTION NO. 62,124-N.S.

RESOLUTION ADOPTING THE CITY OF BERKELEY BUDGET FOR FISCAL YEAR 2004

WHEREAS, on May 13, 2003 the City Manager presented to the Council a Proposed Biennial Budget for fiscal years 2004 and 2005, and

WHEREAS the City Manager's Proposed Budget included a specific balancing plan to address the projected budget deficits for FY2004, a contingency plan for additional reductions in the event of mid-year impacts from the State Budget, and preliminary reduction proposals to address the looming FY2005 deficit; and

WHEREAS, the City Council held a series of meetings to consider the Proposed Budget, including public hearings held on May 20th, 2003 and June 17th 2003, and;

WHEREAS, members of the City Council presented recommended revisions to the Proposed Budget at the Council meeting of June 10th and the Special Meeting of June 17th, and;

WHEREAS, in addition to formal budget adoption, Council action is required to authorize two-month advances for selected community agencies receiving City funds in FY2004;

NOW THEREFORE, BE IT RESOLVED that City Council approves the FY2004 Budget as contained in the City Manager's Proposed FY2004 & FY2005 Budget, presented on May 13th, 2003 (Attachment A and Attachment A - Exhibit 1), and amended by the City Council on June 24th, 2003 (Attachment B), including the reallocation of up to \$140,000 in Bicycle Plan Implementation funds for construction on new, permanent and landscaped traffic circles.

BE IT FURTHER RESOLVED, that the appropriations constituting the FY2004 Adopted Budget will be reflected in a separate FY2004 Annual Appropriation Ordinance, as required by City Charter.

BE IT FURTHER RESOLVED, that the City Council adopts the contingency plan (Attachment A - Exhibit 2) consisting of additional budget reductions that may be needed in order to address potential adverse impacts from the FY2004 State Budget, provided that the City Manager will present a report to the City Council assessing the impacts of the State Budget and, if needed, recommending mid-year balancing measures prior to implementing any of the contingency plan reductions.

BE IT FURTHER RESOLVED, that the City Manager is directed to ensure that salary savings from vacant positions be held in reserve to help further buffer any adverse impacts from the State Budget; and be it

BE IT FURTHER RESOLVED, that the City Council commits to a series of city-wide priority-setting discussions to inform development of recommendations to address the looming \$8 million General Fund deficit projected for FY2005.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and/or amendments, as necessary, to provide two-month advances to selected community agencies receiving City funds in FY2004, as reflected in Attachment C.

BE IT FURTHER RESOLVED, that the City Manager is authorized to finalize and submit the Community Action Plan for the Community Services Block Grant for 2004.

The foregoing Resolution was adopted by the Berkeley City Council on June 24, 2003 by the following vote:

Ayes: Councilmembers Breland, Hawley, Maio, Spring, Worthington, Wozniak and Mayor Bates.

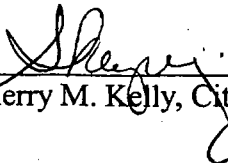
Noes: Councilmember Olds.

Abstain: Councilmember Shirek.

Absent: None.



Tom Bates, Mayor

Attest: 

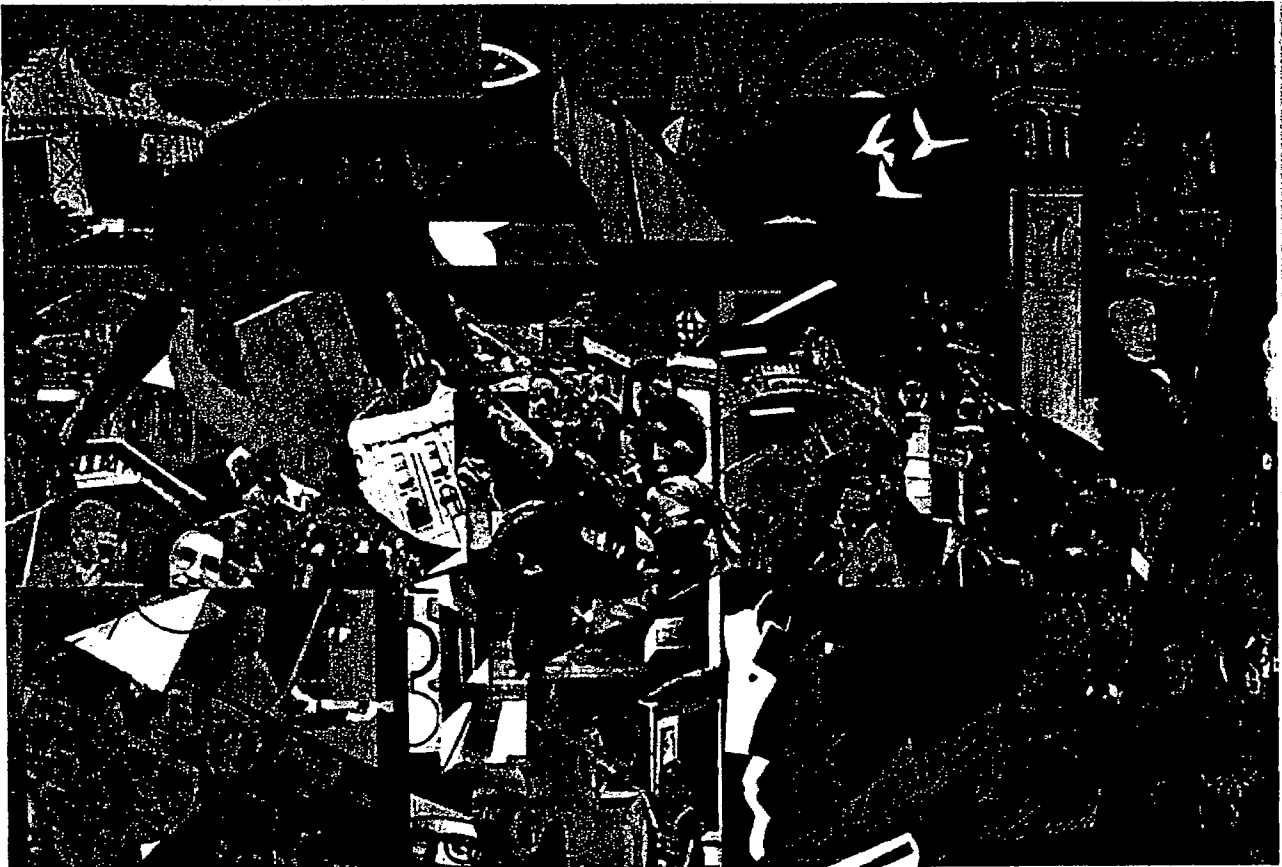
Sherry M. Kelly, City Clerk

ATTACHMENT A

CITY OF BERKELEY

Please refer to Department File copy or online at:

<http://www.ci.berkeley.ca.us/citycouncil/2003citycouncil/packet/budget/>



PROPOSED
FY 2004 & FY 2005
BIENNIAL BUDGET

**City Manager's
Budget Reductions Proposals
FY 2004**

Fund	Department	Division	Description	STAFFING		FY2004 Reductions	Dollars
				FTE	F/A		
GENERAL FUND - Recurring Reductions							
<i>Fund Transfer (from General Fund to Other Funds)</i>							
	<i>Fire</i>		<i>Emergency Services</i>			\$ 50,000	
	<i>HHS</i>		<i>Environmental Health</i>			26,746	
	<i>HHS</i>		<i>Mental Health</i>			331,823	
	<i>HHS</i>		<i>Public Health</i>			154,213	
	<i>Housing</i>		<i>Housing</i>			130,000	
						10,000	
	<i>Human Resources</i>		<i>Administration</i>			29,088	
	<i>PRW</i>					11,649	
	<i>Planning</i>		<i>Toxics</i>			15,254	
	<i>Transportation</i>		<i>Administration</i>			30,600	
			<i>Sub-Total Transfers</i>			\$ 788,773	

Attachment A
EXHIBIT - 1

**City Manager's
Budget Reductions Proposals
FY 2004**

Expend. Category	Program	Description	FTE	Class	Reduction	Dept. Total
Expenditure Reductions						
Citywide	Facilities Maintenance	Reduce Citywide Facilities Maint. Costs			\$ 50,000	
Citywide	Fleet Maintenance	Reduce Fleet Costs / No. of Vehicles and Maint. Costs			75,000	
Citywide	Administrative Overhead	Telephones / Pagers/ Cell Phones			80,000	
Citywide	Administrative Overhead	Reduce Citywide Travel Costs (20% Reduction)			40,000	
Citywide		Living Wage Set-Aside			133,000	378,000
City Clerk	Administration	Eliminate Asst. Management Analyst	1.00	V	74,192	
City Clerk	Elections	Reduce Runoff Election costs			15,779	89,971
City Manager	Administration	Delete E-Civis Grant Locator contract			11,000	
City Manager	Neighborhood Services	Delete Asst. to CM	1.00	V	110,689	
City Manager	Neighborhood Services	Delete CIP funding in Neigh. Services			25,000	
City Manager	Animal Services	Delete Animal Services Operations Supervisor	1.00	V	74,780	
City Manager	Program Evaluation	Delete Membership in ICMA Perf. Meas. Project			5,000	226,469
Finance		Eliminate one vehicle			3,226	
Finance		Reduce overtime			25,000	
Finance		Reduce existing contracts			100,000	
Finance		Misc program reductions			65,000	
Finance		Delete 1.0 Sr Field Representative	1.00	V	72,000	
Finance		Delete 2.0 OS/Is / Replace with 1.0 AOS/III (Accounting)	1.00	F	57,401	322,627
Fire	Fire Suppression	Reduce Overtime			50,000	50,000
HHS		Public Health - Delete Comm. Health Worker	1.00	F	47,964	
HHS		Senior Programs - Eliminate 1 vehicle			14,300	
HHS		Eliminate funding for Hourly Administrative Support			11,000	
HHS		Pre-Apprenticeship Program Support			11,430	84,694
Housing		Combine HIV/AIDS Housing & Homelessness Prevention Prog			30,000	
Housing		Reduce funding for Utility Bill Payment Assistance			45,000	
Housing		Eliminate Contract with Ecology Center			40,000	
Housing		Reduce Funding for Community Agencies (5%)			139,000	
Housing		Reduce Sr. Mgmt. Analyst	1.00	V	107,718	
Housing		Reduce Funding to Municipal Renewable Energy Program			76,000	
Housing		Reclass Sr. Mgmt. Analyst to Community Serv. Specialist II		F	27,000	464,718

**City Manager's
Budget Reductions Proposals
FY 2004**

Fund	Department	Program	Description	FTE	Rate	Reductions	Sworn FTEs
	Human Resources	Administration	Eliminate Dept Vehicle			3,765	3,765
	I/T	Network Support	Re-organization - Network Admin./Help Desk	5.00	F	250,000	250,000
	OED	Economic Development	Eliminate staff position I- Comm Dev. Proj. Coordinator			101,349	
	OED	Arts	Reduce Arts Grants (2.5%)			6,250	
	OED	Arts	Civic Arts - Berkeley Art Center Contract (2%)			1,250	
	OED	Arts	Civic Arts - Community Arts Organizations (10%)			3,100	
	OED	Arts	Civic Arts - N. Shattuck Concerts			5,000	
	OED	Business Assistance	South Berkeley - Misc. Prof. Services			8,700	
	OED	Business Assistance	West Berkeley Market			25,000	
	OED	Business Assistance	North Shattuck Association			15,000	
	OED	Business Assistance	South Berkeley Neighborhood Development Corp.			4,967	
	OED	Marketing	Adjust ConVis Contract (1% of Hotel Tax Revenues)			10,000	180,616
	PRW	Aquatics	Close One of Five Pools during Winter Months (Rotating annually)			<i>Unfunded in baseline</i>	
	PRW	Administration	Reduce Unallocated Contract Funds			56,544	
	PRW	Recreation	Eliminate .50 Recreation Activity Leader	0.50	V	23,400	
	PRW	Recreation	Eliminate Citywide Special Programs			19,010	98,954
	Planning	Advanced Planning	Reclass Planning positions			13,000	
	Planning	Building & Safety	Delete Senior Mgmt. Analyst	1.00	V	112,530	
	Planning	Current Planning	Reclass positions / Reduce Non-Personnel Costs			29,510	155,040
	Police	Community Services	Berkeley Boosters / Guides			19,300	
	Police	Community Services	Berkeley Boosters / Escorts			4,500	
	Police	Customer Service	Second Floor Counter - Reduce 1.0 FTE	1.00	V	73,270	
	Police	Patrol	Reduce Overtime			50,000	147,070
	PRC	Police Review Commission	Reduce Non-Personnel Expenditures			2,000	
						\$ 2,453,924	
TOTAL RECURRING GENERAL FUND PROPOSED REDUCTIONS						\$ 3,242,697	
Annual FTE						15.5	
Sworn FTE						0	
Cumulative						0	

**City Manager's
Budget Reductions Proposals
FY 2004**

Fund/Department	Program	Description	STAFFING		FY2004	Total
			FTE	AV	Reductions	

GENERAL FUND - One-Time Expenditure Reductions

Reduce Transfer to Public Liability Fund					\$	373,000	
Deferral of Capital Program Allocations							
Streets Capital						375,000	375,000
Sidewalk Capital						75,000	75,000
Transportation / New Traffic Signals						120,000	120,000
Parks ADA Capital						137,500	137,500
Curb Ramp ADA Capital						37,500	37,500
City Buildings ADA Capital						37,500	37,500
TOTAL One-Time General Fund Proposed Reductions					\$	1,155,500	\$ 782,500

OTHER RESERVES / FUND BALANCES

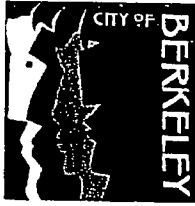
Cost Savings Strategy							
Continue Selective Hiring Freeze					\$	1,000,000	
Draw-down of Reserves							
General Fund Reserve							1,000,000
PERS Super-Fund Savings / Offset Retirement Cost Increase							1,000,000
Reserves / Other Fund Balances							1,000,000
Total Available Reserve Balances (to Buffer FY2005 Reductions)					\$	1,000,000	\$ 3,000,000

**City Manager's
Budget Reductions Proposals
FY 2004**

Fund Department	Program	Description	STAFFING		FY 2004 Reductions	Total Totals
			FTE	F/V		
NON-GENERAL FUND - Recurring Reductions						
WIA						
HHS	Employment	Funding Reduction In WIA/Employment Programs	2.00	F/V	\$ 150,000	
Mental Health (065)						
HHS	Mental Health	Reduction in Mental Health Programs (FY2005)	3.00			331,823
HHS	Mental Health	Reduce 2.0 Mental Health Clinicians	2.00			152,239
HHS	Mental Health (AB2034)	Reduction in State-funded Grant Program / Homeless	TBD			718,645
Berkeley Housing Authority (205)						
BHA	Public Housing	Reduce Administrative Support for Public Housing	2.00	F/V	150,000	
Measure B Sales Tax (390)						
Public Works		Reduce Capital Funding Allocation			1,000,000	
Parks Tax (450)						
Parks		Transfer Payroll to other funds			80,850	Transfer
Parks		Transfer Landscape Architect costs to Projects			110,250	Transfer
Parks		Reduce Water Costs (10%)			32,000	
Parks		Reduce Cell Phones/Pagers			5,000	
Parks		Reduce Event Fee Waivers (Portables)			15,000	
Parks		Eliminate 1.0 Landscape Gardener	1.00	V	68,250	
Parks		Eliminate 1.0 Bldg Mtc Mechanic	1.00	V	73,500	
Parks		Eliminate Seasonal Employment Program			54,000	
Parks		Reduce Berkeley Youth Alternatives Contract			20,000	
Parks		Reduce East Bay Conservation Corp Contract			30,000	
Parks		Reduce budgeted overtime by 42%			25,000	
Parks		Reduce budgeted landscape supplies			50,000	
Parks		Eliminate 3 vehicles			30,000	
Parks		Reduce annual CIP funding			20,000	
Streetsight Assessment (470)		Additional Program Reductions				150,000
Public Works		Reduce Overtime			10,000	
Public Works		Elimiate Survey Technician	0.40	F	28,243	
Sewer Fund (830)						
Public Works		Eliminate .5 Survey Technican	0.50	F	35,304	
Clean Storm Water (831)						
Public Works		Eliminate .1 Survey Technican	0.10	F	7,061	
		Reduce Contract Services			150,000	

**City Manager's
Budget Reductions Proposals
FY 2004**

Fund	Department	Program	Proposition	STAFFING	FY 2004 Reductions	Dept. Totals
	Fleet Maintenance (865)					
		Public Works	TBD		300,000	
	Facilities Maintenance (866)					
		Public Works	Eliminate janitorial overtime		20,000	
		Public Works	Other		80,000	
				7.00	<u>\$ 2,544,458</u>	<u>\$ 1,352,707</u>



Office of the Mayor

Attachment B

Revised Budget Proposal Mayor Tom Bates

June 20, 2003

**Mayor Tom Bates
Revised Budget Proposal
June 20, 2003**

**SUMMARY OF REQUESTED ACTIONS
JUNE 24th CITY COUNCIL MEETING**

Special Session (5 p.m.)

1. Adopt a parking fee structure that will raise \$2.8 million in new revenue.

Regular Session (7 p.m.)

2. Adopt the Manager's Proposed FY 2004 Budget with amendments as indicated in Attachment A.
3. Provide Commission and the City Manager a 60 day review period for all funding allocation increases in excess of \$2500.
4. Create a State Budget Emergency Reserve.

Overview

First, I want to thank city staff, commissioners, and my colleagues for all of the time, energy, and hard work that went into our budget process. I believe we are accomplishing this difficult task in a way that all of Berkeley can be proud.

As we near the end of this year's process, I respectfully put forward this revised budget proposal (included as Attachment A) in an effort to reconcile the various budget requests and suggestions made by Members of the Council and the public. If the Council is amenable, I would like to use this revision as the starting point for our discussion on June 24th.

I believe the budget presented in this revised proposal restores funding to a number of important community services, provides a buffer to protect us from state funding cuts, and keeps our books in balance.

Revenue Available

The Council will make its final decision on new parking fine revenue at the June 24th meeting. In this budget, I am recommending that the Council adopt a fee structure that raises \$2.8 million through increase parking fines. A \$2.8 million increase would raise an additional \$800,000 above the City Manager's recommendation of \$2 million.

Table 1 indicates this additional available revenue.

TABLE 1: Total Additional Revenue Available	
Additional Parking Fine Increase	\$800,000
Unallocated Community Agency Funds	\$115,000
TOTAL FUNDING AVAILABLE	\$915,000

Protect Important Community Services

In this proposal, I have reconciled the various requests made by Council Members and the community. (See attached spreadsheet for the specifics.) With large county and state funding cuts expected this year, it is crucial that Berkeley protects front line programs and services.

I add one note of caution to those organizations receiving additional funding under this proposal. If the state adopts a budget that cuts city funding, we may need to revisit these allocations. All organizations should develop contingency plans in case the Council makes emergency funding reductions later this fiscal year.

TABLE 2: Funding Additions by Program	
Arts Programs	\$105,600
Health/ Family/ Community Services	\$226,404
Homeless/ Housing Programs	\$111,435
Youth and Education Programs	\$237,500
Other Funding Increases	\$5,000
TOTAL RESTORATION	\$685,939

- **Arts Programs -- \$105,600**

The City has a vibrant cultural arts community and economy. In this budget, I recommend restoring approximately \$45,600 in arts program funding. I am also recommending \$10,000 for the Office of Economic Development to produce an arts newsletter to help publicize our many wonderful cultural events.

I am recommending that we restore \$50,000 of the cut made in funding for community events. For years, the city has been budgeting costs for community events far below their actual costs. Last year, we spent double the amount that had been budgeted for community events. The City Manager has recommended reducing our expenditures on community events from last year's total of \$269,542 to \$195,000 in fiscal year 2004. The City Manager will return in July with a recommendation on how to determine specific event funding allocations given the adopted budget.

In addition, I am asking the Council to place the funding earmarked for the Black Repertory Theater into a South Berkeley Arts Reserve until a comprehensive report on their organization can be completed.

- **Health/ Family/ Community Services -- \$226,404**

In this budget, I am requesting we add \$226,404 to our budget for health, family, and community services. This funding will improve detox services, help protect families

from domestic violence, help feed seniors, and keep the Ed Roberts Campus facility moving towards permit approval.

- **Homeless/ Housing Programs -- \$111,435**
With County and State cuts to front line homeless and housing programs, I am requesting that the City Council restore \$111,435 to protect these essential services. This funding will help provide food, clothing, and employment services to our homeless population. While I am recommending that we restore funding to the Coalition for Alternatives in Mental Health, I request that the Council direct the City Manager to withhold the second six months of funding pending programmatic and structural reforms.
- **Youth and Education Programs -- \$237,500**
In this budget, I am requesting we restore \$95,500 in funding to youth and education programs, including the Berkeley Youth Alternatives, Jubilee, Berkeley Cougars, and the Flaming Five Drill Team. In addition, I have set aside \$72,000 for the Athletes United for Peace (or other organization) to fund a midnight basketball program. If the Council approves this earmark, I would ask Athletes United and other organizations to submit proposals through the relevant Commission and staff review.

I am also requesting that \$70,000 be set aside for a Youth Services Volunteer Initiative. In response to a recommendation from the Youth and Education Summit, we are developing a centralized conduit for recruiting and matching community volunteers with youth in the community. This position would work hand-in-hand with the Berkeley Schools Volunteers (BSV), coordinating and matching tutors and mentors with students in need of one on one academic, social and emotional support. BSV would continue to coordinate and train volunteers placed via the schools (classrooms and after school). The **BERKELEY CHAMPIONS FOR KIDS** would focus effort on volunteers who want to work in community-based programs, such as libraries, recreation centers, community-based after school programs, faith-based organizations, neighborhood associations, etc.

Commission and Manager Review

For all allocation adjustments in excess of \$2,500, I request that the Council direct the City Manager and the relevant Commissions to review these allocation changes and report back to the Council with any concerns or recommendations. This review should be completed within 60 days from the budget adoption on June 24th.

If the Manager or Commissions recommend changes, they should be brought to the Council at its first meeting in September. In the interim, programs may request partial funding (up to a two month advance) from the City Manager. That interim funding will be provided at his discretion until the review is complete.

State Budget Emergency Reserve

TABLE 3: Reserves	
State Budget Emergency Reserve	\$229,061

I also recommend setting aside \$229,061 in a "State Budget Emergency Reserve" as a buffer against possible state budget cuts. If any of this funding remains after the state adopts its budget, I request that it be transferred to the Housing Trust Fund and allocated as part of the normal process.

ATTACHMENT A: SUMMARY OF PROPOSED COUNCIL BUDGET ADDITIONS

AMOUNT

	Bates	Breland	Henry	Mazo	Ode	Shirek	Spring	Worthington	Wozniak	June 24 PROPOSAL	Note
Arts Programs											
Arts - Community Organizations	\$ 3,100									\$ 3,100	
Arts - Grants	6,250									\$ 6,250	
Berkeley Arts Center	1,250									\$ 1,250	
OBA Arts - Frost Row							2,500			\$ 2,500	
Shotgun Players	1,000									\$ 1,000	
Integrated Arts for Disabled	1,500						1,500			\$ 1,500	
North Shattuck Music Series							5,000			\$ 5,000	
*AW - Totland	25,000			25,000			25,000			\$ 25,000	
Office of Economic Development -- Arts Newsletter	10,000			10,000						\$ 10,000	
Restore Community Event Funding										\$ 50,000	City Manager will return with expenditure plan.
Black Rep Theater	\$ (22,500)									\$ (22,500)	Place funds in South Berkeley Arts Reserve pending report on the Theater Group.
Arts Subtotal										\$ 105,600	
Health/ Family/ Community Services											
Family Violence Law Center - DV Advocacy Project	\$ 3,800						7,000			\$ 3,800	
Family Violence Law Center - DV & Homelessness Prevention	3,680						Incl.			\$ 3,680	
Habitat	10,250			10,200			10,250		28,000	\$ 28,000	
Community Gardening Collaborative	10,000			10,200			10,000			\$ 10,000	
Center for Independent Living - Employment	3,374									\$ 3,374	
Fresh Choice Ecology Center	10,000						10,000			\$ 10,000	
Japanese American Services	2,450									\$ 2,450	
ERIC - Facility Planning	40,000						25,000			\$ 40,000	
Pacific Center - Facility Planning	25,000									\$ 25,000	
Restore 2 weeks of Summer Recreation Programs	60,000		60,000							\$ 60,000	
Litlong Medical Center - Detox Facility			5,000							\$ 5,000	
San Pablo Park - Climbing Wall			60,000							\$ -	Refer to the City Manager for review.
Restore funding for Mini-Bus Driver and Van		66,900								\$ -	Funding restored in Manager's recommendation
West Berkeley Neighborhood Development Corp.		25,000								\$ 25,000	Provide the second half of their annual funding only if the organization makes structural and programmatic reforms. Set aside funding to offset City Recreation fees increases for low income youth in South Berkeley.
Rec Program Fee Reduction						10,000				\$ 10,000	

Health/ Family/ Community Services									
Subtotal									
									\$ 226,404
Homeless/ Housing Programs									
Berkeley Ecum. Ministries - Arne Carter									
Free Clothing	10,400								\$ 10,400
Berkeley Emergency Food Project - Quarter Meal	27,504		27,504						\$ 18,004
Berkeley Emergency Food Project - Women's Shelter	1,234								
BOSS - Harrison House	14,550								\$ 4,367
BOSS - Housing Advocacy	21,433								\$ 21,433
Finch - HVC, Houshg Resources Counselor	5,671								\$ 5,671
Housing Rights, Inc - AHAP	15,000		15,000		15,000				\$ 15,000
Jobs for Homeless Consortium - Suicase Clinic	19,000		4,000		4,000				\$ 19,000
	4,000								\$ 4,000
Coalition for Alternatives in Mental Health	13,560	13,500	13,560		13,500		11,000		\$ 13,560
Housing Trust Fund- provide addtl. funding			TBD				222,051		
Homeless/ Housing Programs									
Subtotal									
									\$ 111,435
Youth and Education									
BYA - Preschool Program/ After school program									
	27,500		27,500		35,000				\$ 27,500
BYA - Performing Arts	15,000		15,000						\$ -
BYA - Twilight Basketball	23,800		23,800						\$ 23,800
BYA - Parks - Youth employment	20,000		20,000						\$ 20,000
Jubilee - Interfaith Youth Initiative	6,000	6,000	6,000		6,000				\$ 6,000
Athletes United for Peace	72,000		72,000						\$ 72,000
Berkeley Cougars	15,000	15,000			15,000				\$ 15,000
Youth Services Volunteer Initiative	70,000								\$ 70,000
Flaming Five Drill Team		3,200							\$ 3,200
Youth and Education Subtotal									
									\$ 237,500
Infrastructure									
Sidewalk repair - restores proposed reduction									
			75,000						\$ -
Traffic Circles		Measure B (\$225K)	TBD						
Street Smarts Pedestrian Safety Lights					2,500				\$ -

OTHER											
Public Financing of Campaigns							50,000			\$ -	Refer this request to City Clerk's on-going research into campaign reform options.
Neighborhood Ombudsman							80,000			\$ -	Program currently under review by Mayor's Permit Task Force. Await those recommendations before funding program.
Increase in Council Members Budget							10,000			\$ 5,000	Supplement for Council Member Spring to accommodate increased staff costs due to disability.
PROGRAM FUNDING TOTAL	\$ 575,906	\$ 128,600	\$ 125,000	\$ 354,364	\$ -	\$ 23,500	\$ 565,801	\$ -	\$ 28,000	\$ 685,939	
REVENUE SOURCES											
Parking Fine Increase										\$ 600,000	
Unallocated Community Funding										\$ 115,000	
TOTAL										\$ 815,000	
STATE BUDGET EMERGENCY RESERVE										\$ 229,061	Maintain reserve to buffer state budget impacts. After state budget adoption, transfer to the HTF.

*City Manager and the relevant Commissions review allocation changes over \$2500 and report back to the Council with any concerns or recommendations.

**City Manager's
Budget Reduction Proposals
FY 2004
Contingency "B" List**

Fund	Department	Program	Description	FTE	F/V	FY Reductions	Dept Totals
General Fund - Recurring Reductions							
<i>Expenditure Reductions</i>							
	Citywide		Reduce Citywide Facilities Maint. Costs			50,000	
	Citywide		Reduce Fleet Costs / No. of Vehicles and Maint. Costs			120,000	170,000
	Attorney		Reduce Legal Secretary	1.00	F	75,000	75,000
	City Clerk		Eliminate Assistant City Clerk	1.00	F	57,362	57,362
	City Manager		Delete NewsScan Service			24,900	
	City Manager		Delete Senior Staff Position	1.00	V	153,538	
	City Manager		Delete CIP funding in Neigh. Services			50,000	
	City Manager		Reduce Unallocated funding - Animal Services			35,000	
	City Manager		Delete Sr. Management Analyst	1.00	F	75,000	
	City Manager		Berkeley Alliance			80,000	418,438
	Finance		Delete 1.0 Assistant Magment Analyst (Customer Service)	1.00	F	93,296	
	Finance		Delete 1.0 Sr Accountant	1.00	V	52,500	
	Finance		Delete 1.0 Programmer Analyst	1.00	F	94,000	239,796
	Fire		Delete Asst. Fire Chief	1.00	V	180,000	
	Fire		Delete Fire Inspector	1.00	V	96,000	
	Fire		Reduce Overtime / Fire Suppression			100,000	376,000
	HHS		Director and Administration - Reduce admin support	0.75	V	44,245	
	HHS		Associate Management Analyst position elimination	1.00	F	86,178	
	HHS		Public Health - Delete P/T Home Service Aides	1.50	F	81,212	
	HHS		Senior Programs - Delete Mini Bus Driver	1.00	F	52,622	
	HHS		Reduce 50% Senior Service Assistant	0.50	V	29,286	
	HHS		Senior Programs - Restructure Operations	2.20		164,342	
	HHS		Employment and Youth - Reduce Youth Services Advisor	0.50		22,034	
	HHS		Employment Specialist	0.50	F	30,319	510,238
	Housing		Reduce Funding for Community Agencies (addtl. 5%)			139,000	
	Housing		Eliminate Housing Inspector and Permit Specialist	2.00	F/V	66,005	205,005
	Human Resources		Eliminate Professional Position (TBD)	1.00	V	83,822	83,822

Attachment A
EXHIBIT - 2

**City Manager's
Budget Reduction Proposals
FY 2004
Contingency "B" List**

Fund	Department	Program	Description	FTE	FM	Budget Reductions	Dept. Totals
	UT		Delete Sr. Management Analyst / Telecommunications	1.00	F	100,095	100,095
	OED		Admin. - Reduce Admin Support Line Items			58,301	
	OED		Reduce Arts Grants			56,250	
	OED		Civic Arts - Reduce Berkeley Art Center Contract (10%)			4,373	
	OED		South Berkeley - Misc. Prof. Services			10,875	
	OED		Econ./Sustainable Development - WBAIC			4,000	
	OED		Econ./Sustainable Development - SBA			10,000	
	OED		Telegraph Avenue Association			4,050	
	OED		Alameda County Economic Development Advisory Board			2,774	150,623
	PRW		Reduce YAP Non-Personnel Costs			15,000	
	PRW		Reduce Fee Waivers for Facility Rentals			10,000	
	PRW		Eliminate 1.0 OSII for YAP Program	1.00	F	65,100	
	PRW		Reduce Summer Programs			56,000	
	PRW		Eliminate 1.0 Asst. Recreation Coordinator	1.00	F	55,000	
	PRW		Delete One Admin.	1.00	F	100,000	301,100
	Police		Eliminate Berkeley Boosters / Guides			173,700	
	Police		Eliminate Berkeley Boosters / Escorts			40,500	
	Police		Reduce Overtime			150,000	
	Police		Special Enforcement Unit	2.00	V	278,998	
	Police		Property Crimes Unit	1.00	V	139,499	
	Police		School Resource Officers	1.00	V	139,499	922,196
	PRC		Reduce Clerical support	0.87		50,440	50,440
CITY-WIDE GENERAL FUND PROPOSALS						\$ 3,660,115	
A List Reductions						\$ 3,242,697	
Cummulative Reductions						\$ 6,902,812	
Annual		FTE			28.82		
Cumulative		FTE			44.32		
Sworn FTE						6	
Cumulative		FTE			6		

COMMUNITY AGENCY ADVANCES

Attachment C

AGENCY NAME	DEPT.	FY 2004 Contract	FY 2004 Advance
1 Affordable Housing Assoc.	Housing	102,211	25,553
2 Ala Costa Center	Housing	32,839	16,420
3 AC Homeless Action Ctr.	Housing	42,700	21,350
4 Asian for Jobs Oppor.	Housing	156,000	39,000
5 Bay Area Comm. Resrcs.	Housing	17,000	8,500
6 Bay Area Hispano Inst.	Housing	116,803	29,201
7 B A O R P	Housing	28,047	14,023
8 Berkeley Adult School	Housing	27,560	13,780
9 Berk-Albany Licensed Day Care	Housing	287,500	71,875
10 Berkeley Arts Center Assoc	OED	54,977	9,163
11 Berkeley Booster Escort	Police	40,500	6,750
12 Berkeley Booster Guides	Police	173,585	28,931
13 Berkeley Community Media	IT	279,000	65,375
14 Berkeley Convention & Visitors Bureau	OED	228,375	38,063
15 Berkeley Dispute Resolution Serv.	Housing	77,700	19,425
16 Berk. Ecum. Min. Found.	Housing	52,000	13,000
17 Berk. Food & Housing Proj.	Housing	489,308	122,327
18 Berkeley Place	Housing	24,826	12,413
19 Berk. Youth Alternatives	Housing	80,720	20,180
20 Bonita House	Housing	25,020	12,510
21 Black Repertory Group	Housing	22,500	11,250
22 Building Opp. For Self-Sufficiency	Housing	437,129	94,282
23 Center for Access & Tech.	Housing	6,000	6,000
24 Center for Ind. Living	Housing	200,040	50,010
25 Christmas in April	Housing	110,360	19,742
26 Coal. for Alter. in Mental Health	Housing	75,000	18,750
27 Comm. Energy Services Corp.	Housing	338,097	84,524
28 Dorothy Day House	Housing	30,888	15,444
29 East Bay Asian Youth	Housing	293,494	73,374
30 East Bay Comm. Law Center	Housing	20,800	10,400
31 Easy Does It	Housing	688,948	172,237
32 Eden Council for Hope and Opp.	Housing	184,339	46,085
33 Ephesian Child Care Center	Housing	116,096	29,024
34 Family Violence Law Center	Housing	33,120	16,560
35 Family Violence Law Center	Police	39,000	6,500
36 Fred Finch Youth Center	Housing	43,250	21,625
37 Housing Rights, Inc.	Housing	35,147	17,574
38 Inter City Services	Housing	141,229	35,307
39 Japanese America Servs.	Housing	22,050	11,025
40 Jubilee Restoration	Housing	82,400	20,600
41 Lifelong Medical Care	Housing	280,401	66,350
42 Luther Church of the Cross	Housing	15,000	7,500

COMMUNITY AGENCY ADVANCES

Attachment C

AGENCY NAME	DEPT	FY 2004 Contract	FY 2004 Advance
43 McGee Ave. Baptist Church	Housing	21,611	10,806
44 Multi Cult. Institute	Housing	115,782	28,946
45 New Bridge Foundation	Housing	135,000	33,750
46 New Light Sr. Citizens, Inc.	Housing	83,150	20,788
47 Nia House Learning Center	Housing	36,471	18,236
48 Northern Cal. Land Trust	Housing	25,000	12,500
49 Options Recovery Services	Housing	54,304	13,576
50 Pac. Ctr. for Human Growth	Housing	27,000	13,500
51 Resources for Comm. Dev.	Housing	141,750	35,438
52 Saint John's Child Care	Housing	26,834	13,417
53 Sick Child Care Program	Housing	32,000	16,000
54 South Berk. Comm. Church	Housing	55,000	13,750
55 Stiles Hall	Housing	27,680	13,840
56 Telegraph Avenue Association	OED	54,000	9,000
57 Through the Looking Glass	Housing	35,000	17,500
58 Tinkers Workshop	Housing	20,000	10,000
59 United for Health	Housing	13,374	6,687
60 Women's Daytime Drop In Ctr.	Housing	87,710	21,928
61 Women's Employ. Res. Corp.	Housing	43,367	21,684
62 Women's Refuge, Inc.	Housing	21,060	10,530
Subtotal		6,608,052	1,763,878
Agencies Added via Budget Amendments			
a) Young Artists Workspace	Parks	25,000	4,166
b) Habitat	Parks	28,000	4,666
c) Community Garden Collaborative	Parks	10,000	1,666
d) Fresh Choice Ecology Center	Housing	10,000	1,666
e) Ed Roberts Campus	Housing	40,000	6,666
f) Pacific Center for Human Growth	Housing	25,000	4,166
g) West Berkeley Neighborhood Dev. Ctr.	OED	25,000	4,166
h) Jobs for Homeless Consortium	Housing	19,000	3,166
i) Athletes United for Peace	Parks	72,000	12,000
j) Berkeley Cougars	Parks	15,000	2,500
Subtotal		269,000	44,828
Totals		6,877,052	1,808,706

CONTRACT STATUS FORM	CONTRACT NUMBER:		6085	
	CMS ID CODE:		CZTTS	
	CONTRACT TYPE:		Community Agency	
	CONTRACT AMOUNT:		\$40,500	
VENDOR:	Berkeley Boosters Association			
ADDRESS:	1642 University Avenue			
	Berkeley, CA 94703			
PROJECT MANAGER:	Douglas Hambleton	DEPT:	POLICE	
KEYWORDS:	BART Safety Escort, winter months, commute hours, Ashby station, North Berkeley station, RESPECT Team, 10/27/2003, 03/05/2004, FY03-04			
COUNCIL AUTHORIZATION:	Resolution No:	Ordinance No:	Check One:	
	62,124		<input type="checkbox"/> A.R. 3.14 <input type="checkbox"/> BMC 7.12.030	
DATES:	06/24/03	Council Authorization		
	07/01/03	Contract Start		
	06/30/04	Contract Expiration		
	08/19/03	Received from Auditor		
	08/20/03	Vendor's Copy sealed and Mailed		
COMMENTS:				
RETENTION		CHECKLIST		
<input checked="" type="checkbox"/>	CON 1	8/20	Clerk's Index	700 Form
<input type="checkbox"/>	CON 2	8/20	CMS Log In	Promissory Note
DATE	6/30/09	8/20	CMS Log Out	
<input type="checkbox"/>	Indefinite			
REVIEWED BY:	Danielle K. Muller		DATE: 08/20/03	

CMS No.: CZTTS
(To be filled in by department)

EXPENDITURE CONTRACT REVIEW FORM "NEW CONTRACTS"

Contract No.: 6095
(To be filled in by auditor)

CONTRACTOR NAME: BERKELEY BOOSTER ASSOCIATION - BERKELEY ESCORT

This contract package contains: <u>Three Original (Department, Vital Record and Vendor) contracts in Folders</u>		Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, the Department and Vendor copies may be assembled with an Acco-fastener.				
1	Scope of Services	X		
2	Payment Provisions	X		
3	Evidence of Competitive Solicitation or CM Waiver	<input type="checkbox"/>	<input type="checkbox"/>	X
4	Workforce Composition (businesses with 5 or more employees)	X	<input type="checkbox"/>	<input type="checkbox"/>
5	Nuclear Free Berkeley Disclosure	X		<input type="checkbox"/>
6	Oppressive States Disclosure (Exception: Community-based, non-profit organizations)	X	<input type="checkbox"/>	<input type="checkbox"/>
7	Living Wage Certification (Exception: Construction contracts) **LWO form revised 8/02	X	<input type="checkbox"/>	<input type="checkbox"/>
8	Certification of Compliance with Equal Benefits Ordinance **EBO form revised 7/02	X	<input type="checkbox"/>	<input type="checkbox"/>
9	Certificate(s) of Insurance or Waiver (originals, not copies)	X	<input type="checkbox"/>	<input type="checkbox"/>
10	Insurance Endorsement	X	<input type="checkbox"/>	<input type="checkbox"/>
11	Council Resolution No.: 62,124 N.S.	X		<input type="checkbox"/>
12	Form 700, Statement of Economic Interests (consultant contracts only)	<input type="checkbox"/>		<input type="checkbox"/>

Requisition No.: 84856 80477 (Hard copy attached)

Contract amount: \$ 40,500

Was there an advance payment made? Yes No

If so, Purchase Order No.: 47095 P

Routing and signatures:

I certify that the contract package is complete and accurate.

- | | | |
|--|--|---|
| <p>1. <u>[Signature]</u>
Project Manager</p> <p>2. <u>[Signature]</u>
Mgr. of Engineering (PW construction contracts only)</p> <p>3. <u>[Signature]</u>
Dept. Admin. Officer/Accounting</p> <p>4. <u>[Signature]</u>
Department Head</p> <p>5. <u>[Signature]</u>
Employee Relations Officer</p> <p>6. _____
Contract Compliance Officer (for construction contracts only)</p> | <p>Police Department</p> <p>981-5800</p> <p>981-5976</p> <p>981-5700</p> <p>Date</p> <p>Date</p> <p>Date</p> | <p>8/11/03</p> <p>8/11/03</p> <p>8/11/03</p> <p>8/12/03</p> <p>Date</p> |
|--|--|---|

Routing continues to the following persons, who sign directly on the contract:

7. City Manager (Will not sign the contract unless all signatures and dates appear above.)
8. City Auditor (Initials [Signature])
9. City Clerk (Initials _____)

RECEIVED
AUG 15 2003
City Auditor

COMMUNITY AGENCY CONTRACT

This contract is executed on July 1, 2003 and effective on July 1, 2003, between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California, ("CITY"), and Berkeley Boosters Association, a non-profit corporation under the laws of the State of California, doing business at 1642 University Ave, Berkeley, CA. ("CONTRACTOR").

WHEREAS, the City has entered into a grant contract with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant under the Housing and Community Development Act of 1974, as amended (CDBG) and/or United States Department of Housing and Urban Development (HUD) for an Emergency Shelter Grant (ESG) under the Stewart B. McKinney Homeless Assistance Act of 1988, as amended and/or Government Code Section 12725 et. seq., as amended, and 42 United States Code (USC) 9901 et. seq., as amended, the Community Services Block Grant Act as amended (CSBG), and/or a Shelter Plus Care Grant (S+C) under the Stewart B. McKinney Homeless Assistance Act of 1988, as amended, and under said grant contract(s) and/or through the use of its General Funds including Measure O Homeless Funds, the City is undertaking certain activities; and

WHEREAS, the City desires to engage Contractor to render certain assistance for such undertaking.

NOW, THEREFORE, the City and Contractor mutually agree as follows:

ARTICLE 1, SCOPE OF SERVICES

A. Contractor agrees to perform all those services described in Exhibit A attached hereto and made a part hereof, in accordance with the terms and conditions stated therein.

B. Contractor shall provide all necessary supplies, equipment, materials, clerical and all other services required for satisfactory performance of this contract as described in Exhibit(s) A attached hereto and made a part hereof, in accordance with the terms and conditions stated therein.

ARTICLE 2, TIME PERIOD OF CONTRACT

Contractor shall begin performance under this contract on July 1, 2003, and shall continue until June 30, 2004, unless earlier terminated as provided in Article 37 below.

ARTICLE 3, PAYMENT

A. This contract is utilized in connection with programs which receive funding from any one or combination of federal and local sources, including but not limited to, CDBG, ESG, CSBG, Shelter Plus Care, and/or the City of Berkeley General Fund.

B. City agrees to pay Contractor its expenses incurred in the performance of this agreement, not to exceed \$40,500 in accordance with the Budget and Method of Payment attached hereto as Exhibit B, and made a part hereof, in accordance with the terms and conditions stated therein. Payment by City shall be subject to receipt of Contractor's invoice(s) and supporting documentation of expenditures. At the beginning of the contract period, City will inform Contractor of necessary procedures for billing and required documentation.

C. Fiscal Year 2004: Contractor acknowledges and agrees that the obligation of the City to pay the contract sum above is contingent upon the provision of funds from the State of California to the City's General Fund for the Fiscal Year 2004 which begins in July 2003 and extends through June 2004. Contractor acknowledges and agrees that if the

July 2003

State of California provides less monies to the City than was provided in Fiscal Year 2002, the City's General Funds will be adversely impacted and thus the City's ability to continue paying the above sums will be adversely impacted. In this event, the total not to exceed amount of this contract may be reduced unilaterally in the sole discretion of the City at any time during Fiscal Year 2004. The City may, but is not required to, allow the Human Welfare and Community Action Commission, the Homeless Commission, or other appropriate review body to consider the size of this reduction and make recommendations to the City Council for final approval.

D. Fiscal Year 2005: Continued payment to the eligible contractors for Fiscal Year 2005 which begins in July 2004 and extends through June 2005, the second year of the contract term, is subject to the contingencies set forth below:

- 1) Berkeley General Fund Category: City agrees to pay contractor the same sum specified in subsection B of Article 3 for services provided in Fiscal Year 2004, unless such sum is reduced pursuant to the terms provided for in subsection C. Payment of the same or reduced sum in the second year of this contract is contingent upon the following conditions precedent: a) City receives the same or greater level of funding from the State of California as it received in Fiscal Year 2004; b) satisfactory performance of the Contractor's duties under this contract during the prior year; and c) in the Fiscal Year 2005 budget, the City Council appropriates the same or greater amount of money from the General Fund as it did in Fiscal Year 2004 for the purpose of funding this contract. Contractor acknowledges and agrees that if the State of California provides less funds to the City in Fiscal Year 2005 than was provided in Fiscal Year 2004, the contract amount the City will pay Contractor may be reduced pursuant to the terms described in subsection C of this Article.
- 2) CDBG Public Services Category Funding: City agrees to pay contractor the same sum specified in subsection B of Article 3 for services provided in Fiscal Year 2004. Payment of the same sum under the second year of this contract is contingent upon the following conditions precedent: a) City receives the same or greater level of funding from HUD as it received in Fiscal Year 2004, and b) satisfactory performance of the Contractor's duties under this contract during the prior year. Contractor acknowledges and agrees that if City receives less funding from HUD in Fiscal Year 2005, the amount City will pay Contractor will be reduced accordingly in the sole discretion of the City, with the reduction being prorated across all agencies receiving contracts under this same funding category.
- 3) All Other CDBG Categories, S+C and ESG: Contract terms greater than one year are not authorized; therefore, the Contractor must reapply for funding.
- 4) CSBG and City of Berkeley General Funds: City agrees to pay contractor the same sum specified in subsection B of Article 3 for services provided in Fiscal Year 2004, unless such sum is reduced pursuant to the terms provided for in subsection C. In addition, payment of the same or reduced sum the second year of this contract is contingent upon the following conditions precedent: a) City receives the same or greater level of funding from HUD as it received in Fiscal Year 2004; b) City receives the same or greater level of funding from the State of California as it received in Fiscal Year 2004; c) in the Fiscal Year 2005 budget, the City Council appropriates the same amount of money from the General Fund as it did in Fiscal Year 2004 for the purpose of funding this contract; and D) Contractor satisfactorily performs duties under this contract during the prior year. Contractor acknowledges and agrees that if City receives less funding from the State of California and/or from HUD in Fiscal Year 2005, the amount the City will pay Contractor may be reduced. Contractor further acknowledges and agrees that if funding from the State of California or HUD to the City is reduced, the reduced contract sum for this contract will be reconsidered by the Human Welfare and Community Action Commission, the Homeless Commission, or other appropriate review body which will make recommendations to the City Council for final approval.

ARTICLE 4, BUDGET MODIFICATION

July 2003

A. A 10% variation among budget line item categories will be allowed, provided the total expenditure under all line items does not exceed the total contract amount.

B. A variation among budget line items exceeding 10% will be allowed at Contractor's discretion, provided written approval is granted by the Manager of Program Planning, Management and Budget (PPMB) Division or his/her designee prior to submission of Contractor's invoice, and provided that the contract total is not exceeded.

C. Expenditures covered by unauthorized budget modifications will be subject to disallowance by City and repayment by Contractor.

ARTICLE 5, METHOD OF PAYMENT MODIFICATION

A. Modifications in the Method of Payment requested by Contractor will be allowed provided the total contract amount is not exceeded and provided prior written approval is granted by the Manager of PPMB or his/her designee.

B. Modifications in the Method of Payment that exceed the total contract amount will require City Council approval.

ARTICLE 6, RECORDS

A. Contractor agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, in accordance with 24 CFR Part 570 and OMB Circular A-110.

- 1) Records of nonexpendable property shall be maintained in accordance with the procedures set forth in Attachment N of Office of Management and Budget Circular A-102, and shall contain any additional information which may be required by City.
- 2) Financial records of contract funds shall be kept separately and not co-mingled with records of other funds.
- 3) Solely for the purpose of verifying compliance with the terms of this Contract, Contractor shall maintain the following types of records:
 - a) job description, minimum qualifications, and compensation for all positions funded under this contract;
 - b) time sheets or comparable documentation for all personnel compensated with contract funds (such records shall clearly shows the time spent on contract activities).
- 4) Contractor assures that for contracts exceeding one hundred thousand dollars (\$100,000), to the best of its knowledge, it is fully complying with the earning assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in the Child Support Compliance Act of 1998, subdivision (1) Public Contract Code 7110.

B. Contractor agrees to maintain racial, gender, head of household, age, income, family size, and neighborhood residence data, as may be required under the law, showing the extent to which these categories of persons have participated in, or benefited from the contract activities.

C. Contractor agrees to maintain employee and applicant records in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

July 2003

D. Contractor agrees to maintain and preserve such records during the period from start of contract performance until three (3) years from the submission of the final performance report or until the audit, referred to in Article 39, is conducted and Contractor receives City notification that said audit has been accepted, whichever is later, except as follows:

- 1) Records that are subject of audit findings shall be retained for five years after such findings have been resolved.
- 2) Records for non-expendable property which was acquired with contract funds shall be retained for three years after its final disposition.
- 3) Records for any person displaced as a result of contract activities shall be retained for three years after the contract activities have been completed or the person has received his/her final relocation payment, whichever is later.
- 4) Records pertaining to each real property acquisition shall be retained for five years after settlement of the acquisition, or until disposition of the applicable relocation records in accordance with paragraph (3) of this section, whichever is later.

E. The Secretary of HUD, the Comptroller General of the United States, the State Department of Economic Development, the City, or any of their duly authorized representatives shall have access to and right to examine such records related to this contract during this period.

ARTICLE 7, REPORTS AND ON-SITE REVIEWING

A. Reports: Contractor agrees to submit periodic program status and financial reports to City in a timely manner, and other reports and information as City determines are necessary to carry out its responsibilities in accordance with 24 CFR 570 and OMB Circular A-110.

B. On-Site Performance Review: Authorized representatives of HUD, the State of California, and the City shall have the opportunity to review Contractor's performance under this contract at the sites where such performance is being conducted. This review shall be in accordance with 24 CFR Part 570 and OMB Circular A-110. Such review is solely for the purpose of verifying that the Contractor is providing the quality and quantity of services specified in this contract and includes:

- 1) Observation of service delivery and training, as agreed upon by Contractor, and administrative activities in support of this contract.
- 2) Interview with Contractor personnel and staff currently involved in project operations.
- 3) Inspection of construction work in progress and upon completion.
- 4) Validation of source data used in the preparation of reports to the City, provided this does not result in any breach of client confidentiality and is mutually agreed upon.
- 5) Interviews with clients, when such interviews will not result in a breach of client confidentiality and are mutually agreed upon.
- 6) Inventory of personal property acquired with contract funds.

Refusal or failure by Contractor to provide reviewing opportunities as described herein within ten (10) working days after notice from the City constitutes a violation of this contract and is cause for contract termination.

ARTICLE 8, FINANCIAL MANAGEMENT

The Contractor shall maintain a financial management system in accordance with OMB Circulars A-87, A-110 and A-122, which provide for:

- A. Records that identify adequately the source and application of funds for contract activities.
- B. Effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- C. Comparison of actual outlays with budgeted amounts for contract funds.
- D. Procedures to minimize the time elapsing between the transfer of funds from the City and disbursement by the Contractor, whenever funds are advanced by the City. CDBG funds shall be placed in an interest bearing account, where appropriate.
- E. Procedures for determining the reasonableness, allowability, and allocability of costs.
- F. Accounting records that are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

ARTICLE 9, REAL PROPERTY

A. Definition: Real property refers to land including improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

B. Use and Disposition: Use and disposition of real property acquired or improved, partly or wholly with contract funds in excess of \$25,000, shall be governed by requirements prescribed by HUD or its successor, and City, including the following:

- 1) Title to real property shall vest in Contractor subject to the condition that Contractor shall use the real property for the authorized purpose of this contract until (5) five years after the expiration of this contract or such period of time as determined by the City and stated in Exhibit A.
- 2) Contractor shall obtain approval from the City for use of the real property for activities other than those authorized by this contract when Contractor determines that the property is no longer needed for such purpose. Use for other activities shall be limited to those carried out under other federal grant programs, or under programs that have purposes consistent with those authorized for support by City.
- 3) If disposed of in a manner resulting in the Contractor being reimbursed in the amount of the current fair market value of the property, the Contractor shall reimburse the City in the amount of the current fair market value less any portion acquired or improved with non-CDBG funds. Such reimbursement is not required after the period of time specified in B (1) above.

ARTICLE 10, TANGIBLE PERSONAL PROPERTY

All procurement transactions funded under this contract for tangible personal property shall be conducted in a
July 2003

manner consistent with HUD regulations in OMB Circular A-110, Attachment N.

A. Definitions

- 1) Personal Property: Personal property refers to all property, except real property, which is acquired with contract funds. Tangible property has physical existence. Intangible property has no physical existence.
- 2) Non-expendable Personal Property: Non-expendable personal property means tangible personal property, acquired with contract funds, having a useful life of more than one year and an acquisition cost of \$300 or more per unit.
- 3) Expendable Personal Property: Expendable personal property refers to all tangible personal property acquired with contract funds other than non-expendable property.

B. Acquisition

- 1) Purchase of personal property exceeding \$300 per item and not delineated in Exhibit B shall require prior approval from the City.
- 2) Contractor shall submit documentation to City for each item of non-expendable property at the time such property is acquired. Documentation shall demonstrate proof of purchase and indicate date of acquisition, cost, and description of the item, and any other information which may be required by the City.

C. Identification, Inventory, and Maintenance

- 1) Contractor shall conduct annual inventories to verify the existence, condition, current utilization, and future need for non-expendable property. Contractor shall submit a written report on each inventory conducted by Contractor to the City. Such report shall account for any differences between Contractor's property records and the inventory findings.
- 2) Contractor shall ensure adequate safeguards to prevent loss, damage, and theft of property. In case such property is stolen or lost, Contractor shall immediately notify the Police Department, obtain a written police report, and notify the City within three (3) working days of discovering stolen or lost property.

D. Use and Disposition

- 1) Non-Expendable Property
 - a. Title to non-expendable personal property having a unit acquisition cost of less than \$1,000 shall vest in the Contractor. For non-expendable personal property having a unit acquisition price of \$1,000 or more, HUD/State/ City reserves the right to transfer the title to HUD/ State/City or to a third party when such third party is otherwise eligible under existing statutes.
 - b. Contractor shall use the property for the project or program for which it is acquired as long as needed, whether or not the project or program continues to be supported by Government funds. When no longer needed for the original project/program, Contractor shall use the property in connection with other Government sponsored activities in the following order of priority:

July 2003

- (1) Activities sponsored by HUD/State/City.
- (2) Activities sponsored by other Government agencies
- c. During the time the property is held for use on the project or program for which it was acquired, Contractor may make the property available for use on other projects or program if such other use does not interfere with the work on the project or programs for which it was originally acquired.
- d. When Contractor no longer needs the property as provided in (b) above, the property may be used for other activities as follows:
 - (1) Non-expendable property with a unit acquisition price of less than \$1,000 may be used by Contractor for other activities without reimbursement to the Government, or may be sold and the proceeds retained by the Contractor.
 - (2) Non-expendable property with a unit acquisition price of \$1,000 or more may be retained by Contractor for other uses provided compensation is made to HUD/State/City or its successor(s). If Contractor has no further need for the property and the property has further use value, Contractor shall request and follow disposition instructions from the City.

2) Expendable Property

- a. Title to expendable personal property shall vest in the Contractor upon acquisition. Upon termination of the contract, Contractor shall conduct an inventory to determine the amount of unused expendable personal property on hand which was acquired with contract funds. If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the contract activities and if the property is not needed for any other Government sponsored project or program, the Contractor shall retain the property for use on non Government sponsored activities or sell it, but in either case, compensate the Government for its share.

ARTICLE 11. INTANGIBLE PROPERTY

A. Invention and Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to the City. Contractor shall request City to determine whether patent protection on such invention or discovery should be sought, and to determine how the rights in the invention or discovery, including rights under the patent thereon, shall be allocated and administered to protect the public interest.

B. Copyrights: Except as otherwise provided in this contract, Contractor is free to copyright any books, publications, or other copyrightable materials arising out of or developed during the course of work aided by contract funds, but the City, State and HUD reserve a royalty-free, non- exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

C. Publications: Books, publications, and other printed materials resulting from and developed in the course of work aided by this contract, whether copyrighted or not, shall acknowledge the support of HUD/State/City funds by the City. Five (5) copies of each such publication are to be furnished to the City as the City may reasonably require.

D. Publicity: Any publicity generated by Contractor for the project funded pursuant to this contract, during the term of this contract or for one year thereafter, will make reference to the contribution of the City in making the project possible. The words "City of Berkeley " and the specific funding source will be explicitly stated in any and all pieces of publicity, including but not limited to fliers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

The City's staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this contract. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

ARTICLE 12, PROCUREMENT STANDARDS

A. All procurement transactions funded under this contract shall be conducted in a manner that provides, to the maximum extent practical, open and free competition consistent with HUD Regulations at 24 CFR Part 570, OMB Circular A-110 Attachment O, and Executive Orders 11625, 12138, 12432.

B. Contractor shall make positive efforts to use small business and minority and women-owned business sources of supplies and services (see also Article 19) and business concerns located in Berkeley or owned in substantial part by Berkeley residents (see also Article 17).

C. For procurement of services, supplies, or other property, Contractor shall use one of the following procurement methods:

- 1) \$1 to \$999. Prices may be solicited by phone and selection determined by Contractor.
- 2) \$1,000 to \$5,000. Three or more prices may be solicited by phone and selection determined by Contractor.
- 3) \$5,000 to \$14,000. Three quotations must be received by phone, FAX or letter and documented. Selection is determined by Contractor.
- 4) \$15,000 to \$25,000. Three or more written bids must be requested with a specific due date. Award is made to the lowest responsible bidder.
- 5) \$25,000 and Over.

- a). Competitive Sealed Bids - In competitive bids (formal advertising), sealed bids are publicly solicited and a firm fixed-price contract (lump sum on unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.
- b). Competitive Negotiation - In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiations may be used if conditions are not appropriate for the use of formal advertising.

D. Contractor shall maintain records sufficient to detail the significant history of a procurement costing \$15,000 or more (\$10,000 or more for CDBG). These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the cost or price.

ARTICLE 13, RELEASE, INDEMNIFICATION AND INSURANCE

A. Release: Contractor, upon final payment of amount due under this contract, less any credits, refunds, or rebates due to City, releases and discharges City from all liabilities, obligations and claims arising from this contract.

B. Indemnification: Contractor, for itself, and its heirs, successors, and assigns, agrees to release, indemnify, hold harmless, and defend City, its officers, agents, volunteers, and employees, from and against any and all claims, demands, liability, economic loss of any type, damages, lawsuits, or other actions for damage or injury to persons or property arising out of or in any way connected with the Contractor's operations under this contract, or the performance

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of this contract by Contractor or its officers, employees, partners, directors, subcontractors, or agents.

C. Insurance:

1) The Contractor shall maintain at all times during the performance of this contract, a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; an automobile liability insurance policy (if applicable) in the minimum amount of \$1,000,000; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Contractor's performance of services under this contract. Said insurance, except professional liability, shall name the City, its officers, agents, volunteers, and employees as additional insureds and shall provide primary coverage with respect to the City. All said insurance policies shall provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days prior written notice to the City; shall be evidenced by the original Certificate of Insurance. If Contractor is to perform construction work under this contract, Contractor shall also provide an endorsement in the form of the City's form Endorsement, or the insurance carrier's standard form Endorsements evidencing the required coverage; and shall be approved as to form and sufficiency by the Employee Relations Officer.

2) If the commercial general liability insurance referred to above is written on a Claims Made Form, then, following termination of this Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this contract.

3) If Contractor employs any person, it shall carry workers compensation and employers liability insurance and shall provide a certificate of insurance to the City. The workers compensation insurance shall provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; shall provide for a waiver of any right of subrogation against City to the extent permitted by law; and shall be approved as to form and sufficiency by the City's Employee Relations Officer.

4) Contractor shall forward all insurance documents to City of Berkeley contract monitor.

5) Construction Contracts Only: If the budgeted costs of construction activities funded by this contract, as delineated in Exhibit B, exceed \$100,000, Contractor shall comply with HUD's bonding policies and requirements as set forth in OMB Circular A 110 Attachment B.

6) Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without the proper permit from the City. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this contract, contractor shall immediately notify the Berkeley Police Department and the City's Health Protection Office.

ARTICLE 14, CONFORMITY WITH LAW AND SAFETY

A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part thereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes, and regulations. Contractor shall release, defend, indemnify, and hold City, its officers, agents, volunteers, and employees harmless from any and all damages, liability, fines, penalties, and consequences from any noncompliance or violation of such laws, ordinances, codes and regulations.

B. If a death, serious personal injury, or substantial property damage occurs in connection with the performance

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of this Agreement, Contractor shall immediately notify the City's Employee Relations Officer by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City, of all accidents which occur in connection with this contract. This report shall include the following information: (1) name and address of the injured or deceased person(s), (2) name and address of Contractor's subcontractor, if any, (3) name and address of Contractor's liability insurance carrier, and (4) a detailed description of the accident and whether any of City's equipment, tools, or materials were involved.

ARTICLE 15, CONFLICT OF INTEREST PROHIBITED

A. In accordance with Government Code section 1090, BMC 3.64, and Berkeley City Charter section 36, neither Contractor nor any person who is an employee, officer, director, partner, or member of contractor, or immediate family member of any of the preceding shall have served as either an elected officer, an employee, or a Board, Committee, or Commission Member of the City of Berkeley, who has formally or informally influenced the making of this contract.

B. In accordance with Government Code section 1090 and the Political Reform Act, Government Code sections 87100 et seq., no person who is a director, officer, partner, trustee, employee, or consultant of the Contractor or immediate family member of any of the preceding shall make or participate in a decision made by the City of Berkeley or a board or commission thereof, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment, or interest in real property of that person or Contractor.

C. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code sections 87100 et seq., and the regulations manuals, and codes adopted thereunder, Government Code section 1090, BMC 3.64, and section 36 of the City of Berkeley Charter.

ARTICLE 16, CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST

The City's Conflict of Interest Code, Resolution No. 59,372-N.S., as amended, requires every consultant to disclose conflicts of interest by filing a Statement of Economic Interest (Form 730). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

ARTICLE 17, ECONOMIC OPPORTUNITIES FOR LOCAL BUSINESSES AND LOW INCOME RESIDENTS

To the greatest extent feasible, Contractor shall offer opportunities for training and employment to lower income Berkeley residents, and patronize and award contracts for work in connection with this contract to business concerns which are located in Berkeley or owned in substantial part by Berkeley residents. Such economic opportunities shall be provided for in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations issued at 24 CFR Part 135.

ARTICLE 18, PROGRAM INCOME

A. Service Fees: Income earned from fees charged for services provided under this contract shall be considered additional revenue to be expended by Contractor during this contract period for additional services rendered as a result of such revenue. Should Contractor be unable to expend all fee-related revenue during the contract period, such revenue shall be considered carryover funds available for the successive CDBG year.

B. Facility Use Fees: Receipts derived from the operation of a public work or facility, the construction of which was assisted with contract funds, do not constitute program income.

C. Interest on Advances: Interest earned in excess of \$100 per fiscal year on advance of contract funds shall be remitted to the City.

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D. Proceeds from Sale of Personal Property: Proceeds from the sale of personal property acquired with contract funds shall be subject to the requirements set forth in Attachment N of the Office of Management and Budget Circular A-110, "Property Management Standards." See also Article 10.D.

E. Real Property: Proceeds from the lease of real property acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 shall be determined by the City. See Article 9.B.

ARTICLE 19, DISCRIMINATION PROHIBITED

Contractor hereby agrees to comply with the provisions of City Ordinance No. 5876-N.S., as amended from time to time, attached hereto as Exhibit C, and made a part hereof. In the performance of this agreement, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40) sex, pregnancy, marital status, disability, sexual orientation, or AIDS. This requirement shall apply to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. No person shall, on the grounds of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation, or AIDS, be excluded from participation in the performance of this contract.

C. In the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this contract, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, religion, sex, national origin, sexual preference, age or disability, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon.

D. In the performance of this contract, Contractor agrees to comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Contractor shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations that prohibit discrimination against individuals with disabilities or require that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

If Contractor is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Contractor shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Contractor. All Contractor's activities must be in accordance with these laws, ordinances, codes, and regulations, and Contractor shall be solely responsible for complying therewith.

E. Contractor shall permit City access to records of employment, employment advertisement, application forms, EEO-1 forms, and any other documents which, in the opinion of City are necessary to monitor compliance with the non-discrimination provisions, and will, in addition, fill-out in a timely fashion, forms supplied by City to monitor these non-discrimination provisions, to the extent required by HUD Regulations at 24 CFR Part 570.

F. For Construction Contracts Only

If the budgeted cost of construction activities funded by this contract exceeds \$10,000, as detailed in Exhibit B, Contractor shall comply with all requirements of Executive Order 11246, Equal Employment Opportunity, as amended

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by Executive Orders 11375 and 12086 attached hereto as Exhibit D, and made a part hereof.

ARTICLE 20, LOBBYING PROHIBITION

Contractor shall comply with Section 1352, Title 31, U.S. Code stipulating that no Government funds shall be spent for lobbying and agrees to disclose names of persons and amounts paid with non-Government funds to influence decisions by Congress or Executive Branch agencies.

ARTICLE 21, DRUG-FREE WORKPLACE

Contractor shall provide a drug-free workplace and establish a drug-free awareness program in compliance with the Drug-Free Workplace Act of 1988 and the required certification.

ARTICLE 22, NUCLEAR FREE BERKELEY

Contractor agrees to comply with BMC 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

ARTICLE 23, BERKELEY LIVING WAGE ORDINANCE

A. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts, grants or other monies received by the City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

B. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Article 39.

C. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All contractor employees who spend 50% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

D. Contractor's failure to comply with this Section shall subject Contractor to termination of this Contract pursuant to Article 36.

ARTICLE 24, BERKELEY EQUAL BENEFITS ORDINANCE

A. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29.

B. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with any records the City deems necessary to determine compliance with this provision.

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These records are expressly subject to the auditing terms described in Article 39 of this contract.

C. Contractor's failure to comply with this Section shall subject Contractor to termination of this Contract pursuant to Article 37.

ARTICLE 25, RELIGIOUS ACTIVITY PROHIBITED

There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this contract.

ARTICLE 26, POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the City under this contract shall be used in the performance of this contract to further the election or defeat of any candidate for public office, to support or defeat any ballot measure, for any partisan political activity, or for the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

ARTICLE 27, COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to annul this contract without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees.

ARTICLE 28, LABOR STANDARDS (Construction Contracts Only)

A. Except as herein provided, all laborers and mechanics employed by Contractor or by Contractor's subcontractors in the construction, alteration or repair, including painting and decorating of projects, building, and work which is assisted with contract funds, shall be paid at rates not less than those currently determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractor and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards to the extent required by HUD Regulations at 24 CFR Part 570. Any additional contract provisions required by federal statutes to be inserted herein, are attached hereto as Exhibit E and made a part hereof.

B. This provision does not apply to:

- 1) The rehabilitation of residential property with less than eight dwelling units.
- 2) Projects where the total budgeted cost of construction activities is less than \$2,000.
- 3) Emergency Shelter Grant Funds

ARTICLE 29, FLOOD DISASTER PROTECTION

Use of contract funds for acquisition or construction in an area identified as having special flood hazards shall be subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234), including the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

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ARTICLE 30, CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with the provisions of the Clean Air Act as amended (42 U.S.C. 1957 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and the regulations thereunder (40 CFR Part 15 and 40 CFR Part 61).

ARTICLE 31, LEAD-BASED PAINT

Contractor shall comply with the lead-based paint requirement of 24 CFR Part 5 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.). Such requirements prohibit the use of lead-based paint for construction, rehabilitation, or modernization of residential structures; mandate the elimination of immediate lead-based paint hazards in residential structures assisted with CDBG funds; and require the notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1950 and assisted with CDBG funds.

ARTICLE 32, ARCHITECTURAL BARRIERS ACT OF 1968

Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with contract funds shall comply with the requirements of the "American Standards Specifications for Making Building and Facilities Accessible to, and Usable by the Physically Handicapped," Number A-117, I-R 1971, subject to the exceptions contained in 41 CFR Subpart 101-19.604, issued pursuant to the Architectural Barriers Act of 1968, 42 CFR U.S.C. 4151, as amended.

ARTICLE 33, ENVIRONMENTAL REVIEW RECORD (ERR)

The City will work with the Contractor to prepare the ERR. The ERR will cover areas such as historic preservation, floodplain management, endangered species, air quality, toxic chemicals, noise control, among others, in compliance with HUD Regulations at 24 CFR Part 58. These regulations cover all CDBG-funded projects. No funds will be disbursed under this contract until the ERR has been accepted and approved by HUD.

ARTICLE 34, RELOCATION

A. Contractors engaging in acquisition/rehabilitation activities must comply with the Uniform Relocation Act (URA), as amended, and applicable guidelines at 49 CFR Part 24 and 24 CFR Part 511, as well as the State of California Government Code 7265.3, as amended, and City policies.

B. Any person displaced by rehabilitation, financed partially or wholly with contract funds, shall be offered the option of relocation after completion of the rehabilitation in the dwelling from which the person was displaced, and shall be provided the benefits due in accordance with State of California Government Code 7265.2, as amended.

ARTICLE 35, NON-PROFIT STATUS

A. Except as herein provided, Contractor must be a non-profit corporation. Contractor shall furnish the City with a copy of its articles of incorporation, a copy of its by-laws, and a current list of its Board of Directors. If there are any changes in Contractor's non-profit status with the California Secretary of State, Contractor shall notify City within five (5) working days of the notice of said change. Loss of non-profit status or failure to maintain a status of good standing with the Secretary of State is cause for termination of the contract.

B. Contractor must be a neighborhood-based, non-profit organization, a small business investment company, or a local development corporation, according to the definitions set forth in 24 CFR 570.204(s), to be eligible to undertake economic development or neighborhood revitalization activities pursuant to 24 CFR 570.204(c). Contractor shall

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furnish the City with document(s), evidencing proof of such status. If there are any changes in such status, Contractor shall notify City within five (5) working days of said change. Failure to maintain eligible organizational status as required by Government regulations is cause for termination of the contract.

C. This provision may not necessarily apply to Contractor if Contractor is undertaking only rehabilitation activities pursuant to 24 CFR 570.202 or economic development activities pursuant to 24 CFR 570.203.

ARTICLE 36, CHANGES

A. The terms and conditions of this contract shall not be altered or otherwise modified except upon a duly executed written amendment to this contract.

B. Contractor may request changes in the Scope of Services described in Exhibit A. Such changes, including any increase or decrease in the amount of the Contractor's compensation (Exhibit B), require City Council approval and must be incorporated by written amendment to this contract.

ARTICLE 37, CONTRACT TERMINATION

This contract may be terminated for cause by Contractor upon thirty (30) days prior written notice. The City may terminate this contract in whole or in part with or without cause, which includes but is not limited to:

A. Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with City, State and Federal laws and regulations and applicable directives.

B. Failure to meet the performance standards contained in Exhibit(s) A of this contract. When the City notifies the Contractor that its contract performance is below performance specifications as outlined in the contract Exhibits, a corrective action plan must be submitted in writing by the Contractor to the City within thirty (30) days. Failure to achieve the performance specifications within a maximum of sixty (60) days is cause for immediate contract termination.

C. Improper use or reporting of funds provided under this contract.

D. Reduction, suspension or termination of funding or grant(s) to the City from any Federal or State sources under which this contract is made, or the portion thereof earmarked for this contract or appropriated by the City Council for this contract.

E. A written notice shall be deemed served upon sending said notice in a postage-paid envelope addressed to the other party to this contract and depositing the same with the United States Post Office with postage prepaid. For purposes of this contract, all notices to the City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this contract, all notices to Contractor shall be addressed to Contractor's authorized signee as indicated on the last page of this contract to the address indicated on page 1 of this contract.

F. If either party terminates this contract before the Contractor completes the services in Exhibit(s) A, in addition to any other rights and remedies provided by law or under this contract, Contractor shall be entitled to compensation for services performed hereunder, through and including the date of termination, but not to exceed the

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payment according to the rate specified in Exhibit B. Contractor shall be entitled to all reasonable costs incurred in connection with such services. In no event will the amount paid exceed the full amount in Article 3 of this contract.

ARTICLE 38, CLOSE OUT PROCEDURES

Contractor shall prepare and submit a final invoice for final claims no later than sixty (60) days after the termination of this contract. The final invoice shall cover all claims for costs incurred by the Contractor during the period of the contract. All unexpended funds shall be returned to the City. Where funds are due the City, payment should be made to CITY OF BERKELEY and must accompany the final invoice.

ARTICLE 39, AUDIT

All contractors receiving \$300,000 or more in Government funds shall have their financial and compliance records, maintained in connection with the operations and services performed under this contract, audited annually by an independent auditing agent selected by the City. This audit will be conducted in accordance with the Single Audit Act of 1984, Office of Management and Budget Circulars A-133 (June 30, 1997), and any other prescribed guidelines. Contractors receiving \$300,000 or more in Government funds and choosing to select their own independent auditor shall provide the City with a copy of the audited Financial Statement which is to be prepared in compliance with OMB Circulars A-110 and A-133 (June 30, 1997). Contractors receiving less than \$300,000 in Government funds are exempt from audit pursuant to the Single Audit Act of 1984, but records must be available for review by appropriate officials. All contractors regardless of the amount of Government funds received, are subject to State and Local regulations.

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

The City will provide Contractor with the preliminary draft of the audit report and hold a conference with Contractor to discuss the report if any findings are noted. Contractor shall respond to all findings within ten (10) working days after the conference. The auditing agent will then prepare its final audit report and submit it to the City Manager. City will notify contractor of any disallowed expenses. Contractor shall make payment of disallowed expenses to City within thirty (30) days of such notification, unless otherwise specified by the City. Failure to reimburse the City may result in the discontinuance of any or all City contracts with Contractor and may make Contractor ineligible for additional or further funds from the City.

ARTICLE 40, GOVERNING LAW

This contract shall be governed by the laws of the State of California.

ARTICLE 41, INDEPENDENT CONTRACTOR

A. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs its obligations under this Agreement. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationships between City and Contractor.

B. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only and not as to the means or methods by which such a result is obtained.

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C. Nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

ARTICLE 42, CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Contractor has obtained a City business license as required by B.M.C. Ch. 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Ch. 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.

ARTICLE 43, ENTIRE AGREEMENT

A. The terms and conditions of this contract and all exhibits attached hereto or documents expressly incorporated by reference therein represent the entire contract between the parties hereto with respect to the subject matter hereof, and this contract shall supersede any and all other prior contracts, either oral or written, regarding the subject matter between the City and Contractor. No other contract, statement, or promise relating to the subject matter of this contract shall be valid or binding except upon a duly executed written amendment to this contract.

B. Should any conflicts arise between the terms and conditions of this contract and the terms and conditions of any exhibits attached hereto or documents expressly incorporated by reference therein, the terms and conditions of Federal Regulations shall control.

ARTICLE 44, OWNERSHIP OF DOCUMENTS

A. When this contract is terminated Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this contract. All materials shall be returned in the same condition as received.

B. All internal work, papers, internal drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by Contractor in connection with its performance of services under this contract, shall be, and shall remain after termination of this contract, the property of Contractor. Contractor may use that material for any purpose whatsoever. However, if either party terminates this contract before Contractor completes all services required under Article 1, the latest set of draft documents shall be and shall remain the property of the City.

C. The final written product of this contract shall be the property of the City. City may use all or any part of the product for projects other than those contemplated by this contract. Contractor shall not be liable for any improper reuse of the product. City may also retain the original of any design documents upon request.

ARTICLE 45, SETOFF AGAINST DEBTS

Contractor agrees that City may deduct from any payments due to Contractor any monies that Contractor owes the City under any Ordinance, contract, or Resolution for any unpaid taxes, fees, licenses, unpaid checks, or other amounts.

ARTICLE 46, RECYCLED PAPER FOR WRITTEN REPORTS

If Contractor is required by this contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this contract, recycled paper is

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ARTICLE 49, ASSIGNMENT

This contract may not be assigned without the prior written consent of the City.

IN WITNESS WHEREOF, the City and Contractor have executed this contract through their duly authorized representatives as of the date first above written.

CITY OF BERKELEY

By [Signature]
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR THE
CITY OF BERKELEY
July 2003

Registered by:

[Signature]
City Auditor

Attest:

[Signature]
Deputy City Clerk

CONTRACTOR

By [Signature]
EXECUTIVE DIRECTOR
Title

IRS Tax I.D. No.: [REDACTED]

B.M.C. § _____

City of Berkeley Business License No.: 2003-10724

Incorporated: Yes No _____

Subject of Contract: PUBLIC SAFETY

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

Berkeley Boosters Association
P.O. Box 17
Berkeley, CA 94701
Telephone: (510) 704-0467
Fax: (510) 649-0886

E-mail: dmanson@berkeleyboosters.org
Web Site: www.berkeleyboosters.org

RESPECT GRANT 2003/2004: BART ESCORT SERVICE

I. PROGRAM DESCRIPTION:

During the winter months, the Berkeley Boosters Association will provide BART SAFETY ESCORT Service to BART patrons during the two (2) busiest commute hours each evening. The service will be provided at both the Ashby and North Berkeley BART stations. The patrons will be escorted from the BART station to their cars or homes within a radius of approximately five (5) city blocks.

II. SCOPE OF SERVICE:

The *Berkeley Boosters RESPECT Team* will provide, from Monday, October 27, 2003 (end of daylight savings time) to Friday, March 5, 2004, BART SAFETY ESCORT SERVICE at both the Ashby BART station and the North Berkeley BART station. The ESCORT SERVICE will be provided Monday to Friday for two (2) hours during the evening commute time (except on City Holidays). The training will occur during the week of October 20, 2003.

The staffing model calls for four (4) team members plus one supervisor at each station. The team members will wear uniforms (light blue baseball jacket with BART ESCORT and RESPECT insignia, navy pants, light blue shirt) and will be equipped with flashlights and police radios. Team members will be upper class Berkeley High School students (over the age of 15) and/or local community college, UC students, or community members. The Supervisors will be adults, typically veteran supervisors from within the Berkeley Police Department Traffic Enforcement Division.

III. TRAINING:

The team members will be trained through an intensive training that includes police radio training and protocol, conflict resolution, diversity training, public relations, positive communication skills, personal safety and other topics. This training will be provided by experienced personnel from within the Boosters, as well as various outside experts from within Berkeley Police Department and BUSD School Safety personnel. The BART Escorts work in teams of two (except supervisors, who may work alone). Each team is equipped with a police radio for emergencies. Each team member will be assigned a call number (e.g. G-31).

IV. NETWORKING WITH OTHER AGENCIES:

It is the responsibility of the Executive Director to establish contact with BART Police and the Berkeley Police Department Patrol Division. The Berkeley Police Department will assist in the radio training for the ESCORTS.

EXHIBIT B

PAYMENT

CONTRACT AMOUNT \$ 40,500

SIX (6) TWO MONTHS CASH ADVANCE PAYMENTS

LINE ITEM BUDGET ATTACHED.

RESPECT – BART ESCORTS PROGRAM
Operating Statement
July 1, 2003 – June 30, 2004
Date: As of 12/18/02

INCOME

GRANTS

CITY OF BERKELEY \$40,500

TOTAL PROGRAM INCOME: \$40,500

EXPENSE

PERSONNEL

Executive Director \$ 2,900
Administrative Director \$ 2,900
Supervisors \$ 8,820
Part Time Escorts \$11,500
Accounting \$ 1,200
Subtotal Personnel \$27,320

Employer Payroll Taxes @11% \$ 3,005
Worker's Comp @9% \$ 2,458
Health Insurance \$ 780
Subtotal Fringe Benefits \$ 6,243

TOTAL PERSONNEL & FRINGE BENEFITS \$ 33,563

EQUIPMENT

Uniforms, Equipment & Supplies \$ 2,000

TOTAL EQUIPMENT \$ 2,000

OPERATING EXPENSE

Grant Operating Expense \$ 4,937

TOTAL OPERATING \$ 4,937

TOTAL EXPENSES \$ 40,500

**REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION
BY CITY MANAGER**

DATE: August 11, 2003
TO: Weldon Rucker, City Manager
FROM: Roy L. Meisner, Chief of Police
DEPT. Police Department

**RE: REQUEST FOR WAIVER
BERKELEY BOOSTERS ASSOCIATION
CONTRACT NAME**

INSTRUCTIONS:

A written request must be submitted for a waiver consideration. Please complete and forward to City Manager.

We are requesting a waiver on the above contract for one the following reason(s). Explanation must clearly state why this exception meets the required criteria. For details see section on Evidence of Competitive Solicitation online.

1. Service is very **SPECIALIZED** because the Berkeley Booster Association is selected through the annual General Funded Community Agency allocations.
2. This product or service can only be provided by this contractor (**SOLE SOURCE**)

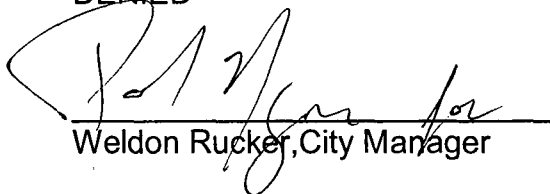
This service and/or product must be provided **IMMEDIATELY** because

4. **OTHER CATEGORY.** NOTE: **The lack of advanced planning does not constitute an immediate need.** The reason for this request is

WAIVER IS RECOMMENDED



DENIED


Weldon Rucker, City Manager

8/15/03

Date

NON-DISCRIMINATION WORK FORCE

FOR ALL NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract.

ORGANIZATION: Berkeley Boosters Assn. / Police Activities League

ADDRESS: P.O. Box 17 Berkeley, CA. 94701

BUSINESS LICENSE NO: 2003-10724

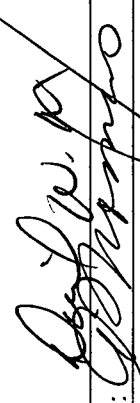
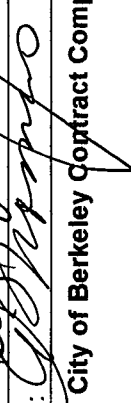
Occupational Category (see reverse side for explanation of terms)	Total Employees		WHITE		BLACK		ASIAN		HISPANIC		OTHER (SPECIFY)	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	1	0										
Professionals	0	2		1								Pacific Islander
Technicians	0	0										
Protective Service Workers	3	0	1		2							
Para-professionals	8	9	2	2	6	7						
Office/Clerical	0	1										Pacific Islander
Skilled Craft Workers	0	0										
Service/Maintenance	0	0										
Other (Specify)	0	0										
Totals	12	12	3	3	8	7					1	2

Is your business MBE/WBE/DBE certified? Yes No

If yes, by what agency? _____

If yes, please specify: Male _____ Female _____ or indicate ethnic identification _____

Do you have a policy of non-discrimination? Yes No

Signed: 
 Verified by: 
 Date: 6/12/03
 Date: 6/23/03

City of Berkeley Contract Compliance Officer

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

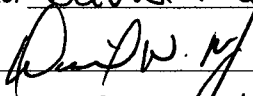
"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: David MANSON Title: Executive Director
Signature:  Date: 6-12-03
Business Entity: Berkeley Boosters Association / P.A.L.
Contract Description/Specification No. _____
Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Berkeley Boosters Assn. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham, and U-Tsang,**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: David W. Manson, Jr. Title: Executive Director

Signature: [Handwritten Signature] Date: 6-12-03

Business Entity: Berkeley Boosters Assn. P.A.L.

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES _____ NO _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: David W. Manson, Jr Title: EXECUTIVE DIRECTOR
Signature: [Signature] Date: 6/12/03
Business Entity: Berkeley Boosters Assn. / P.A.L.
Contract Description/Specification No: _____

Section III

• ** FOR ADMINISTRATIVE USE ONLY – PLEASE PRINT CLEARLY ***

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Police Department
Department Name

[Signature]
Department Representative

To be completed by
Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: Berkeley Boosters Assn. / Police Activities League		Vendor No.:	
Address: PO Box 17	City: Berkeley	State: CA	ZIP: 94701
Contact Person: David W. Manson, Jr		Telephone: 510-704-0467	
E-mail Address: dmanson@berkeleyboosters.org		Fax No.: 510-649-0886	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 12 day of JUNE, in the year 2003, at Berkeley CA
(City) (State)

David W. MANSON, JR.
Name (please print)

[Signature]
Signature

Executive Director
Title

[Redacted]
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____

Staff Name (Sign and Print): Annie Thomas Date: 6/25/03

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2003

PRODUCER (260)482-5455 FAX (260)483-6297
Diller-Smith & Associates
2526 Scotswoide Dr.
P.O. Box 8517
Ft. Wayne, IN 46808

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED California Police Activities League #2
2000 East 14th Street
San Leandro, CA 94577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CLARENDON AMERICA INSURANCE CO.	
INSURER B: AMERICAN NATIONAL LIFE INSURANCE CO. OF TX.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	ECP000305-00	01/01/2003	01/01/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ NONE PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EPC000305-00	01/01/2003	01/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	EEX000026-00	01/01/2003	01/01/2004	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER ACCIDENT/MEDICAL	FLD02-34200-BC	01/01/2003	01/01/2004	AD & D \$50,000 ACCIDENT MEDICAL EXCESS-MAX. BENEFIT \$50,000 DED.: NONE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 A SEXUAL ABUSE/MOLESTATION POL#: ECP 000305-00 EFF: 1/1/03 TO 1/1/04
 \$25,000 PER OCCURRENCE AGGREGATE \$100,000

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR CAL PAL. EVENT: PAL EVENTS

EVENT DATE: COVERAGE PERIOD

INSURED MEMBER CHAPTER: BERKELEY BOOSTERS/PAL, ATT CHERYL LA ROSA LONGO, PO BOX 17 BERKELEY, CA 94701

CERTIFICATE HOLDER

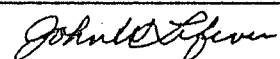
CANCELLATION

04/28/03 CITY OF BERKELEY
BERKELEY POLICE DEPARTMENT
ATT TRACY VESELY
2180 MILVIA STREET
BERKELEY, CA 94704

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John Lefever/AKB



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807 SAN FRANCISCO CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE 01-01-2002

GROUP 000380
POLICY NUMBER 0000609-2003
CERTIFICATE ID 10
CERTIFICATE EXPIRES 01-01-2004
01-01-2003/01-01-2004

CITY OF BERKELEY NB
PARKS & RECREATION ATTN: TRACY A. VESELY
2180 MILVIA ST 3RD FL
BERKELEY CA 94704

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Thomas Hansen

AUTHORIZED REPRESENTATIVE

Kenneth C. Bollier

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS \$1,000,000.00 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

BERKELEY BOOSTERS ASSOCIATION
(A NON PROFIT CORP.)
PO BOX 17
BERKELEY CA 94701

Additional Coverages and Factors

12/23/2002

Line of Business Coverages for General Liability

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	2,000,000				
Products/Completed Ops	1,000,000				
Aggregate					
Personal & Advertising	1,000,000				
Injury					
Each Occurrence	1,000,000				
Fire Damage	50,000				
Medical Expense	NONE				

CONTRACTORS INVOICE

PLEASE TYPE

Respect "BART" ESCORTS

1. CONTRACTOR'S NAME (Agency) Berkeley Boosters	2. ADDRESS: CITY/STATE/ZIP PAL PO Box 17 Berkeley 94701
3. FUNDS REQUESTED FOR: a. <input checked="" type="checkbox"/> Initial Advance b. <input type="checkbox"/> Periodic Advance c. <input type="checkbox"/> Reimbursement d. <input type="checkbox"/> Final Invoice e. <input type="checkbox"/> Other Specify f. Report for Month/s of: _____ Month/s Day Year g. PROGRAM TYPE: CSBG _____ GENERAL FUND <input checked="" type="checkbox"/> OTHER _____	

4. COST INCURRED: a. From Start Of Agreement 7 1 03 Mo Day Yr	b. To End of Report Mo: 9 1 03 Mo Day Yr	5. PERIOD COST PROJECTED: a. From End of Report Mo: _____ Mo Day Yr	b. To End of Two Mo. Projection: _____ Mo Day Yr
---	---	--	--

COMMUNITY SERVICES CONTRACTORS INVOICE

6. COST CATEGORY	7. CONTRACT COMPONENT BUDGET (Nearest Dollar)	8. COSTS FOR REPORT MONTH ONLY (Nearest Dollar)	9. CUM. COSTS (Nearest Dollar)	10. COSTS PROJECTED (Nearest Dollar)	11. TOTALS (Column 9 + Column 10)
PERSONNEL SERVICES	a. 27320	a.	a.	a.	a.
FRINGE BENEFITS	b. 6243	b.	b.	b.	b.
TRANS. COST	c.	c.	c.	c.	c.
OPERATING COSTS	d. 4937	d.	d.	d.	d.
EQUIPMENT PURCHASES	e. 2000	e.	e.	e.	e.
INSURANCE	f.	f.	f.	f.	f.
OTHER: Specify	g.	g.	g.	g.	g.
OTHER: Specify	h.	h.	h.	h.	h.
TOTALS:	i. 40500	i.	i.	6750	6750

ADVANCE

P.O.# _____ FOR CITY USE ONLY INVOICE # _____	12. LESS CASH RECEIVED: \$ 0
BUDGET CODE: _____	13. NET AMOUNT OF THIS REQUEST \$ 6750
AMOUNT TO BE PAID \$ _____	

14. CONTRACTOR CERTIFICATION: I certify that the costs incurred are taken from the books of account and that such costs are valid and consistent with the terms of this agreement:

Cheryl Ja Rosa Longo Dir. of Admin. **6-23-03**
 Authorized Contractor's Signature Title Date Signed

CITY STAFF ONLY
 PERFORMANCE SATISFACTORY FOR PAYMENT:

APPROVED BY: _____ EXAMINED BY: _____
 Signature Date Signature Date

- COPY 1 - FINANCE
- COPY 2 - HHS ACCOUNTING
- COPY 3 - CONTRACT MONITOR
- COPY 4 - CONTRACTOR

Rec #62,124

City of Berkeley, California

BUSINESS LICENSE

BUSINESS TYPE

POLICE ACTIVITIES LEAGUE

LOCATION IN BERKELEY

VARIOUS

OWNER

DAVID MANSON EXEC DIR

DBA

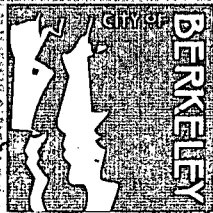
BERKELEY BOOSTERS ASSN/P. A. L.

MAIL ADD

P O BOX 17

CITY

BERKELEY CA 94701



LICENSE NUMBER

2003-10724

DATE

2003

EXPIRES: 12/31/03

0002

This license is renewable on or before 2/28/04

THIS LICENSE IS ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO AN EXEMPTION FROM LICENSING BY THE STATE.
THIS LICENSE MUST BE CONSPICUOUSLY POSTED AND BE RENEWED WITHIN 30 DAYS AFTER EXPIRATION.
IT SHALL NOT BE CONSTRUED AS AUTHORIZING THE CONDUCT OR CONTINUANCE OF ANY ILLEGAL OR UNLAWFUL BUSINESS.

LICENSE COLLECTOR

277239