

Rene C. Davidson Courthouse 1225 Fallon Street, Suite 900 Oakland, CA 94612

AGENDA _____ May 23, 2017

May 10, 2017

Honorable Board of Supervisors County of Alameda 1221 Oak Street, Suite 536 Oakland, CA 94612

SUBJECT: ACCEPT A \$35,000 GRANT AWARD FROM HUNT ALTERNATIVES - DEMAND ABOLITION TO SUPPORT REGIONAL EFFORTS TO REDUCE DEMAND FOR ILLEGAL COMMERCIAL SEX

Dear Board Members:

RECOMMENDATION:

- A. Accept a grant award in the amount of \$35,000 from Hunt Alternatives, Demand Abolition to the District Attorney's Office for the period commencing March 15, 2017 through March 14, 2018 to coordinate regional efforts to reduce demand for illegal commercial sex.
- B. Delegate authority to the District Attorney to execute all grant agreements and claims that may be necessary for completion of the project.
- C. Authorize the Auditor-Controller to increase appropriation with offsetting revenue per the attached Financial Recommendation form.

SUMMARY/DISCUSSION:

Hunt Alternatives is a foundation established by Ambassador Swanee Hunt in 1981 with a purpose of supporting social movement leaders, convening allies and building organizational partnerships to achieve systemic change through high-level advocacy, training and research. Demand Abolition is a program of Hunt Alternatives that is directed at reducing demand for illegal commercial sex.

Demand Abolition seeks to change the paradigm of how law enforcement addresses illegal commercial sex by shifting focus to reducing demand, holding buyers accountable, and engaging

The Board of Supervisors Page 2

reduction tactics that are informed by sex-trafficking survivor-leaders to ensure a victim-centric approach.

This grant provides \$35,000 to the District Attorney's office to coordinate Demand Abolition's CEASE Network efforts in Oakland and surrounding areas, in partnership with the EPIK Project and the Bilateral Safety Corridor Coalition, to achieve an overall reduction in demand for illegal commercial sex activity in Alameda County and the western United States.

FINANCING:

This action will not result in an increase in net county cost in FY16-17 or in future years.

Sincerely,

Jany E. O'Meller

NANCY E. O'MALLEY District Attorney



Chair Amb. Swanee Hunt

Advisory Council David Arkless ManPower Inc.

Jennifer Buffet NoVo Foundation

Janice Shaw Crouse Concerned Women for America

Sheriff Thomas Dart Cook County (IL)

Gayle Embrey The Embrey Family Foundation

Ashley Judd Actor and Activist

Rachel Lloyd Girls Educational and Mentoring Services

The Honorable James McGovern U.S. House of Representatives (MA)

Amb. John Miller U.S. Department of State Office to Monitor and Combat Trafficking in Person 2002–2006

Randy Newcomb Humanity United

Pamela Shifman Novo Foundation April 3, 2017

Nancy O'Malley, District Attorney Alameda County District Attorney's Office 1225 Fallon Street, 9th Floor Oakland, CA 94612

Dear District Attorney O'Malley,

I am pleased to inform you that Demand Abolition, a program of Hunt Alternatives, has awarded The Alameda County District Attorney's Office a \$35,000 grant for purposes expressed in the Grant Agreement attached. We are delighted to work together in Phase II of the CEASE Network as we continue to test innovative approaches and produce rapid results that will reduce demand at a local level.

The Grant Agreement includes the grant expectations along with the terms and conditions of accepting our grant. Please read the Agreement in full, sign, and return it, Attn: Stephanie Sandberg, ssandberg@demandabolition.org, no later than April 10, 2017. The activities must be completed in accordance with the Grant Agreement by March 14, 2018. Reporting must be completed within 30 days of grant completion.

Congratulations on this recognition of your important work. Please feel free to call Dhakir Warren at 617-995-1939 with any questions. Thank you for all that you do; we look forward to collaborating with you on the CEASE Network's Phase II.

Sincerely,

(athérine A. Séars

Chief Financial Officer Hunt Alternatives

Enclosures

625 Mt. Auburn Street | Suite 205 Cambridge, MA 02138 617.995.1900 | F 617.995.1904 demandabolition.org

Grant Agreement

Grant Expectations - CEASE Network Phase II

Demand Abolition, a program of Hunt Alternatives, seeks to collaborate with the Alameda County District Attorney's Office by providing a grant of **\$35,000** for the coordination of CEASE Network Phase II efforts conducted between March 15, 2017 and March 14, 2018.

This grant is restricted to support the coordination of activities outlined in the proposal submitted by the Alameda County District Attorney's Office. Specific responsibilities and expectations for this agreement are outlined below. The Alameda County District Attorney's Office will work in close partnership with the EPIK Project and the Bilateral Safety Corridor Coalition to deliver upon the below expectations.

The CEASE Network unites diverse stakeholders through its common goal of reducing demand for illegal commercial sex. By accepting this grant, the Alameda County District Attorney's Office agrees to shared values and assumptions guiding this initiative:

- 1. The illegal commercial sex industry is inherently harmful;
- 2. Demand (for illegal commercial sex) is fueling the problem of sex trafficking, and reducing demand is a fundamental strategy to combat the harms of prostitution;
- 3. Holding buyers accountable is essential to shift cultural behavior and social norms; and
- 4. Demand reduction tactics must be informed by survivor leaders to ensure a victim-centric approach.

The Alameda County District Attorney's Office agrees to work with Demand Abolition (DA) to manage CEASE Network Phase II efforts in Oakland, CA and the surrounding region by working in close partnership with the EPIK Project, the Bilateral Safety Corridor Coalition and other members of the CEASE Network in support of the following activities:

- 1. Participate on monthly CEASE Network calls, report out on monthly buyer disruption data, share findings with fellow members of the CEASE Network, and contribute to a culture of collaborative learning.
- 2. Create and submit four quarterly reports which demonstrate research-based innovation, technology utilization, support of law enforcement interventions, continuous implementation of existing tactics, continuous testing and iterating on these tactics, and/or organizational efforts to achieve sustainable funding.
- 3. Attend and participate in CEASE Network's May 2017 Convening in Boston, MA. Travel costs will be paid directly by Demand Abolition. Any modifications or changes made by a traveler, after the reservations have been confirmed, will not be covered by Demand Abolition.
- Attend and participate in CEASE Network's fall 2017 National Convening in Washington, DC. All
 costs associated with this Convening will be covered by each CEASE city.
- 5. Contribute to Demand Abolition's creation of an online learning portal. This may entail documenting learnings, promising practices, insights, or methods, contributing content for instructive how-to guides, and/or devoting time, expertise, and/or training to support the creation of resources and tools. These guides and tools will be utilized by individuals, organizations, or government entities seeking to adopt or expand demand-reduction focused strategies.

Grant Agreement

- 6. Share tactic innovation, technology tools developed (including software or applications), and provide access to Network members.
- 7. Attend monthly webinars hosted by Demand Abolition.
- 8. If requested, co-host at least one webinar.
- 9. If relevant, participate on monthly technology innovation call.
- 10. Build strategy designed to achieve reduction in demand. Ensure strategy includes tactics targeting high frequency buyers, and leverages technology tools and partnerships to broaden reach and depth of impact.
- 11. Ensure strategy is updated quarterly and evolves in response to learnings gained from local tactic pilots and lessons from the CEASE Network.
- 12. Ensure meaningful engagement of and consultation with survivor leaders in all aspects of demand-reduction work.
- 13. Ensure meaningful engagement and commitment of local stakeholders in strategy and implementation of local efforts.
- 14. Maintain detailed records of all expenditures associated with proposed activities and grant funds.

Deliverables and Due Dates

Deliverable	DusData
Monthly buyer disruption data reporting	Due the last day of every month
Quarterly Report I	Friday, June 16, 2017
Quarterly Report II/Mid-term Grant Report	Friday, September 15, 2017
Quarterly Report III	Friday, December 15, 2017
Quarterly Report IV/Final Grant Report	Friday, March 16, 2018

Grant Payment Schedule

- Initial Installment: 50% paid upon receipt of signed grant agreement.
- Mid-term Installment: 50% paid upon approval of mid-term grant report.

Evaluations

Demand Abolition will work with the Alameda County District Attorney's Office to evaluate local progress and results. The evaluation will focus on demand reduction tactic implementation and direct buyer disruptions as well as research-based innovation and utilization of technology. Performance will be evaluated based on the robustness of the proposed strategy and the overall efforts to implement frequent and impactful tactics that are intended to directly impact sex-buyers.

If the grantee is not performing well and/or is not executing a sufficient number of tactics with an adequate number of disruptions achieved, Demand Abolition reserves the right to place the grantee on a performance plan. If performance has not improved, Demand Abolition reserves the right to end the grant agreement. If at any point in time the Alameda County District Attorney's Office believes it can no longer uphold the agreed upon terms, it may also choose to end the grant agreement. If the Alameda County District Attorney's Office ends the agreement during the middle of the grant period, it

Grant Agreement

will refund the pro-rated grant amount (total amount less weekly amounts already fulfilled) to Hunt Alternatives.

About Hunt Alternatives: This foundation, established by Ambassador Swanee Hunt in 1981, has contributed more than \$130 million to social change through grantmaking and operating programs. As advocates of issues like inclusive peace processes, inspiring women to political leadership, and supporting social movement leaders, Hunt Alternatives convenes allies and builds organizational partnerships to achieve systemic change through high-level advocacy, training, research, and grantmaking.

GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated April 3, 2017 to which these General Grant Terms, Conditions, and Understandings are attached, Hunt Alternatives is awarding this grant to the Alameda County District Attorney's Office as the Grantee contingent upon the following:

Tax-Exempt Status:

You are an agency of the state of California. You are governed by an appointed Board of Directors. You receive an annual appropriation from the Alameda County Council as well as funding from other entities including the Federal Government. Your income is exempt from federal and state income taxes.

• There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your organizational status.

Expenditure of Funds:

This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without Hunt Alternatives' prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to Hunt Alternatives.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(B) of the Code.

No Assignment or Delegation:

You may not assign or otherwise transfer your rights or delegate any of your obligations under this grant without prior written approval from Hunt Alternatives.

Records and Reports:

You are required to keep a record of all expenditures relating to this grant and to provide Hunt Alternatives with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. Hunt Alternatives may also require interim reports. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by Hunt Alternatives. If your organization obtains any audited financial statements covering any part of the period of this grant, please provide a copy to Hunt Alternatives as well. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to Hunt Alternatives, for at least four years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide Hunt Alternatives with immediate written notification of:

(1) any changes in your organizational status as a government office;

(2) your inability to expend the grant for the purposes described in the grant award letter; or

(3) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation:

You will permit Hunt Alternatives and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as Hunt Alternatives deems necessary or appropriate concerning this grant award.

Publicity:

When referring to this grant to outside parties, please acknowledge Hunt Alternatives. Hunt Alternatives may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in Hunt Alternatives' periodic public reports, newsletters, and news releases.

Intellectual Property and Access:

A goal of CEASE Network is to bring individuals and organizations together in partnership so they can collaborate on strategies and tactics that show potential to reduce the illegal commercial sex trade. Swanee Hunt Alternatives provides grants intended to develop technologies and instructional approaches that help achieve this goal. As such, while grantees shall retain ownership of and rights to any products, content or intellectual property produced using the funds from this grant, grantees expressly agree to make these products and intellectual property accessible for and available for use by Hunt Alternatives and members of the CEASE Network for the purposes of cross-network learning and resource sharing. This includes, but is not limited to, software, apps, web-based platforms, and instructional guides. Swanee Hunt Alternatives also reserves the right to promote and

distribute these products to members of the CEASE Network in partnership with the grantee, such that any pre-approved incremental costs incurred by the grantee resulting from the member's use of the product is reimbursed to the grantee by the member. Additionally, any software or apps produced using the funds from this grant shall be subject to a license mutually agreed upon by the grantee and Hunt Alternatives. This license shall make source code accessible to CEASE Network members and Demand Abolition partners, and seek to comply with criteria similar to those identified in the opensource definition found at https://opensource.org. Source code does not need to be accessible to parties outside of the CEASE Network and any partners that are granted access by Demand Abolition will be vetted to ensure the end use of the code is in service of our mission to end illegal commercial exploitation.

Right to Modify or Revoke:

Hunt Alternatives reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in Hunt Alternatives' sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable interest of Hunt Alternatives; or (3) to comply with the requirements of any law or regulation applicable to you, of Hunt Alternatives or this grant.

If Hunt Alternatives does not receive signed copies of its grant award letter and of these general grant terms within 30 days after the date of Hunt Alternatives' grant award letter, this grant may be revoked.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Alameda County District Attorney's Office Organization Name (typed/printed)

Nancy E. O'Malley - District Attorney Executive Director (typed/printed name)

anale. D'Malley 4-210-17

Executive Director (signature)

Date

FINANCIAL RECOMMENDATION FORM

#1401	00-35	Rev	5/21	/14
-------	-------	-----	------	-----

BUDGET YEAR:	2017	-	FUND:	10000
DEMAND FOR ILLEG				
			REGIONAL EFFORTS TO R	EDUCE
BOARD LETTER SU	BJECT:	ACCEPT A \$35,000) GRANT AWARD FROM HU	JNT
AGENDA DATE:	5/23/2017	-		

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

	Informational			
ORG	ACCT	PROG	PROJ/GR	AMOUNT
230100	479990	00000		\$17,500
	L			¢17.000

ORG TOTAL

Informational

\$17,500

	informational			
ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	

GRAND TOTAL ANTICIPATED REVENUE \$17,500

The increase (decrease) in appropriations, as follows:

	Informational			
ORG	ACCT	PROG	PROJ/GR	AMOUNT
230100	600000	00000		\$15,000
	610000	00000		\$2,500
			ORG TOTAL	\$17,500

x .	Informational			
ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION

\$17,500