

MEMORANDUM OF UNDERSTANDING

**Big Sandy Rancheria of Western Mono Indians of California and the County of Fresno,
through its Sheriff's Office**

This Memorandum of Understanding (MOU) is made and entered into this 6th day of January 2026, by and between **Big Sandy Rancheria of Western Mono Indians of California (BSR)**, a federally recognized Indian tribe, and the **County of Fresno**, a political subdivision of the State of California (COUNTY), through its Sheriff's Office (Sheriff's Office).

- Purpose:** The parties have entered the partnership for the Missing and Murdered Indigenous People (MMIP) grant program (cohort 3) funded by the California Board of State and Community Corrections (BSCC). BSR is the grantee and Sheriff's Office is a key partner as defined by the BSCC Request for Proposals (RFP).
- Funding:** The funding for this MOU is from BSCC, a state agency. Sheriff's Office agrees to comply with the sub-award requirements in the grant regulations and related guidance contained in the RFP. Sheriff's Office agrees to make its financial and programmatic records related to this MOU available to BSR, BSCC, or their designee, for the term of the grant.
- Sheriff Office's Responsibilities:** As a key partner, will be responsible for helping to carry out many of the eligibility activities including:
 - MMIP investigation assignment
 - Training and capacity building
 - Access to investigative services
 - Community-based support and awareness campaigns
 - Support services for familiesAdditional activities are described in the signed partnership agreement attached as "Exhibit A" and incorporated as part of the MOU.
- Client Confidentiality:** Sheriff's Office agrees to hold all confidential information in strict confidence and not to disclose, disseminate, or use it any manner or form for any purpose other than as necessary to perform its obligations hereunder without BSR's prior written

1 consent. Sheriff's Office shall implement and maintain reasonable security measures to protect
2 the confidential information from unauthorized access, use, or disclosure to the public.

3 **5. BSR Responsibilities:** BSR, as the grantee, is responsible for the overall management,
4 performance, oversight, and reporting responsibilities under the grant. It is responsible for
5 processing invoices from sub-awardees in a timely manner and providing reimbursement within
6 14 days of receipt of payment from the BSCC.

7 **6. Consideration:** BSR agrees to reimburse the Sheriff's Office up to \$100,000 for providing the
8 services provided in this MOU from January 6, 2026, to September 30, 2028. This is a cost
9 reimbursement grant. Personnel and payroll records shall include the time and attendance
10 reports for all individuals reimbursed under this grant, whether they are employed full-time or
11 part-time. While they are not required to be submitted with the invoice, they should be
12 available in case BSR, BSCC, or BSCC's designee needs access to them.

13 **7. Record Retention:** All grantee records relevant to the project must be preserved a minimum of
14 three (3) years after closeout of the grant project and shall be subject at all reasonable times to
15 inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the
16 BSCC or designees.

17 **8. MOU Term:** This MOU shall be in place from January 6, 2026, to September 30, 2028. The
18 term of this MOU may be changed by the BSCC, with amendment of this MOU by both parties.

19 **9. Modification:** This MOU may be amended with the written consent of both parties.

20 **10. Cancellation:** Either party may cancel this MOU for any reason with 30 days' written notice.

21 **11. Whole Agreement:** Both parties agree that this MOU is the whole agreement between the two
22 parties, and no other statements or representations shall be considered.

23 **12. Invoicing Reporting:** Sheriff's Office agrees that it will submit monthly invoices along with a
24 brief narrative each month of the activities taken each month with a description of the activities.
25 Invoices should be submitted by the 30th of the following month for which they are invoicing (i.e.
the March invoice would be due by April 30th). BSR agrees to pay each invoice within 30 days.

2 **13. Reporting, Data Collection, and Program Evaluation:** Sheriff's Office also agrees to comply
with data collection and reporting requests from BSR. Sheriff's Office agrees to participate with

1 and provide information to the third-party program evaluator as requested. The program
2 evaluation will be completed by January 30, 2029.

3 **14. Notices:** Any and all notices between the parties provided for or permitted under this MOU or
4 by law shall be in writing and shall be deemed duly served when personally delivered to each
5 party, or in lieu of such personal service, when deposited in the United States Mail, postage
6 prepaid, addressed to each party at the address provided on the signature page of this MOU.
7 For all claims arising out of or related to this MOU, nothing in this section establishes, waives,
8 or modifies any claims presentation requirements or procedures provided by law, including but
9 not limited to the Government Claims Act (Division 3.6 of Title 2 of the Government Code,
beginning with section 810).

10 **15. No Third Party Beneficiaries:** The parties to this MOU do not intend for any third party to
11 obtain a right by virtue of this MOU.

12 **16. Severability:** The provisions of this MOU are severable. The invalidity, or unenforceability of
13 any one provision in this MOU shall not affect the other provisions.

14 **17. Independent Contractors/Hold Harmless:** The parties are acting in an independent capacity.
15 Each of the parties agrees that it, including any and all of its officers, agents, and/or employees,
16 shall have absolutely no right to employment rights and benefits available to the other party's
17 employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its
18 own officers, agents, and/or employees all legally and contractually required employee
19 benefits. In addition, each party shall be solely responsible and hold the other party harmless
20 for all matters relating to payment of each party's employees, including, but not limited to,
21 compliance with applicable social security withholding and all other regulations governing such
22 matters. Further and without limitation, each party to this MOU will be responsible for its own
23 actions in providing services under this MOU and shall not be liable for any civil liability that
may arise from the furnishing of the services by the other party.

24 BSR shall indemnify, hold harmless and defend COUNTY and each of its officers,
25 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
forfeitures, costs and damages (whether in contract, tort or strict liability, including but not

1 limited to personal injury, death at any time and property damage) incurred by COUNTY,
2 BSR or any other person, and from any and all claims, demands and actions in law or
3 equity (including attorney's fees and litigation expenses), arising or alleged to have arisen
4 directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct
5 of BSR or any of its officers, officials, employees, agents or volunteers in the performance
6 of this MOU; provided nothing herein shall constitute a waiver by BSR of governmental
7 immunities including California Government Code section 810 et seq.

8 COUNTY shall indemnify, hold harmless and defend BSR and each of its officers,
9 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
10 forfeitures, costs and damages (whether in contract, tort or strict liability, including but not
11 limited to personal injury, death at any time and property damage) incurred by the BSR,
12 COUNTY or any other person, and from any and all claims, demands and actions in law or
13 equity (including attorney's fees and litigation expenses), arising or alleged to have arisen
14 directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct
15 of COUNTY or any of its officers, officials, employees, agents or volunteers in the
16 performance of this MOU; provided nothing herein shall constitute a waiver by COUNTY of
17 governmental immunities including California Government Code section 810 et seq.

18 In the event of concurrent negligence on the part of BSR or any of its officers,
19 officials, employees, agents or volunteers, and COUNTY or any of its officers, officials,
20 employees, agents or volunteers, the liability for any and all such claims, demands and
21 actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages
22 shall be apportioned under the State of California's theory of comparative negligence as
23 presently established or as may be modified hereafter.

24 This section 17 shall survive termination or expiration of this MOU.

25 **18. Electronic Signatures:** The parties agree that this MOU may be executed by electronic
signature as provided in this section. An "electronic signature" means any symbol or

1 process intended by an individual signing this MOU to represent their signature, including
2 but not limited to (1) a digital signature; (2) a faxed version of an original handwritten
3 signature; or (3) an electronically scanned and transmitted (for example by PDF document)
4 of a handwritten signature. Each electronic signature affixed or attached to this MOU (1) is
5 deemed equivalent to a valid original handwritten signature of the person signing this MOU
6 for all purposes, including but not limited to evidentiary proof in any administrative or
7 judicial proceeding, and (2) has the same force and effect as the valid original handwritten
8 signature of that person. The provisions of this section satisfy the requirements of Civil
9 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
10 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
11 signature represents that it has undertaken and satisfied the requirements of Government
12 Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other
13 party may rely upon that representation. This MOU is not conditioned upon the parties
14 conducting the transactions under it by electronic means and either party may sign this
15 MOU with an original handwritten signature.

16 **19. Counterparts:** This MOU may be signed in counterparts, each of which is an original, and
17 all of which together constitute this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first hereinabove written.

Big Sandy Rancheria of Western Mono Indians of California

(Authorized Signature)

Elizabeth D. Hutchins, BSR
Tribal Chairperson

37387 AUBERRY MISSION ROAD
AUBERRY, CA 93602-9814

Mailing Address

DATE: 11.25.2025

County of Fresno

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

THE INFLUENCE OF THE ENVIRONMENT

DATE: 1/6/2026

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Alexandria Vii
Deputy



Appendix G: Key Partner Commitment Form

Missing and Murdered Indigenous People (MMIP) Grant Program

Instructions: For the purposes of this RFP, "Key Partner" means an indispensable agency or entity, named in the proposal, that the grantee does not have direct control over that will provide essential services for the grant project. If the success of the grant project depends upon the cooperation of an outside agency or entity, that agency or entity is a key partner. (See RFP for specific examples.) The form must include the name of the agency or entity, a description of the services to be provided, and be signed and dated by an authorized individual representing the agency or entity. Submit one form per partner agency or organization. This form is required only if there are key partners identified in the Proposal Narrative.

Tribal Applicant(s): Big Sandy Rancheria

Partner Organization or Agency: Fresno County Sheriff's Office

Grant Service Period: August 1, 2025 to January 31, 2029

Services to be Provided by the Partner Organization or Agency during the Grant Period:

The Fresno County Sheriff's Office (FCSO) will serve as a key partner to the Big Sandy Rancheria in the execution of the Missing and Murdered Indigenous People (MMIP) Grant Program. FCSO will provide essential law enforcement collaboration and investigative support to enhance the capacity to identify, publicize, and resolve cases of missing or murdered Indigenous people within the region.

In support of the grant's objectives, FCSO will contribute the following services:

1. MMIP Investigation Assignment:

FCSO will collaterally assign one or more experienced investigators to collaborate with Big Sandy Rancheria leadership, tribal police (if applicable), and allied law enforcement agencies. These investigators will specialize in MMIP-related case review, data analysis, field investigation, and case resolution.

2. Jurisdictional Coordination and Communication:

The Sheriff's Office will participate in joint operational planning and case coordination with tribal, state, and federal law enforcement entities. This will include participating in multi-agency task forces, and enhancing protocols for rapid information sharing and jurisdictional cooperation.

3. Case-Level Data Collection and Analysis:

FCSO will assist in identifying historical MMIP cases involving Indigenous individuals from the Big Sandy Rancheria and surrounding areas.

4. Training and Capacity Building:

The agency will facilitate and participate in culturally informed training opportunities, including Public Law 280 jurisdictional education, human trafficking awareness, and trauma-informed response strategies for deputies and investigators who work in or near tribal lands.

5. Community-Based Support and Awareness Campaigns:

FCSO will support public outreach and culturally appropriate community awareness efforts by attending events, sharing Feather Alert and Amber Alert systems, and collaborating with Big Sandy Rancheria in disseminating prevention messages and updates on investigative progress.

6. Access to Investigative Resources:

FCSO will have access to forensic tools, investigative equipment, crime analysis, and technical expertise such as DNA testing coordination, support for autopsy or re-autopsy requests, and the

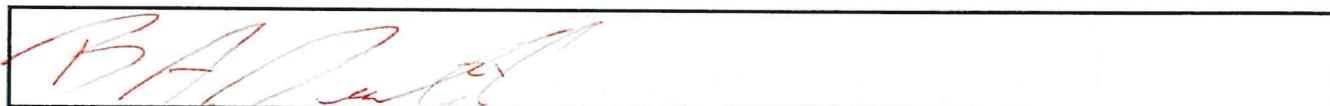
deployment of digital tip lines.

7. Support Services for Families:

Through its victim advocacy and community outreach units, FCSO will help connect families of missing or murdered Indigenous persons to trauma-informed services, such as grief counseling, mental health support, and navigation through the criminal justice system.

These services are integral to the success of the proposed MMIP partnership, ensuring timely, coordinated, and culturally respectful investigative responses in service to the Big Sandy Rancheria and its citizens.

Authorized Signature of Partner Organization or Agency (electronic signatures accepted):

A handwritten signature in red ink, appearing to read "B. Pursell", enclosed in a thin black rectangular border.

Title of Individual Signing this Form: Captain Brandon Pursell

Date Signed: 4/18/2025