



Margaret Mims
Sheriff
Fresno County Sheriff's Office

**SAMPLE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO COUNTY SHERIFF'S OFFICE AND THE CALIFORNIA
DEPARTMENT OF JUSTICE**

The purpose of this memorandum of understanding (MOU) shall be to facilitate the transfer of funds between the Fresno County Sheriff Office, a Central Valley (CV), California High Intensity Drug Trafficking Area (HIDTA) Fiduciary Facilitator and the California Department of Justice HIDTA Operational Unit, hereinafter referred to as RESOURCE AGENCY.

The CV HIDTA program provides specified funding to the Fresno County Sheriff's Office pursuant to Grant Agreement G21CV0004A, as may be modified from time to time (hereinafter referred to as the "Agreement"). The Fresno County Sheriff's Office shall disperse grant funds to the RESOURCE AGENCY participating in a Task Force, pursuant to the terms of the Agreement, the program description and budget, as well as applicable laws, regulations and policies.

Any such transfer of funds between the Fresno County Sheriff's Office and the RESOURCE AGENCY shall be in furtherance of the Agreement and the CV HIDTA program. The RESOURCE AGENCY shall submit requests for reimbursement for expenditures and overtime of its law enforcement personnel participating in a Task Force to the Task Force Commander. The request for reimbursement will be in accordance with the Agreement and the Office of National Drug Control Policy (ONDCP) rules and regulations. Once the request has been approved by the Task Force Commander and any other applicable persons, the reimbursement request will be forwarded to the Fresno County Sheriff's Office with proper documentation through the Task Force reimbursement requests. If a request for reimbursement does not follow ONDCP's rules and regulations or there are not sufficient remaining grant funds to make the reimbursement, the Fresno County Sheriff's Office will not make reimbursement and the burden of the cost will be at the expense of the RESOURCE AGENCY. If overtime is reached at the federal maximum per officer/agent, the burden of the cost will be at the expense of the RESOURCE AGENCY. The High Intensity Drug Trafficking Area (HIDTA) Program Policy Section 6.8.2.3 states that HIDTA funded overtime shall not exceed 25 percent of the federal G-12, Step 1 level pay scale for Federal Law Enforcement Officers, in effect at the beginning of a calendar year. The Fresno County Sheriff's Office shall have the right to demand of the RESOURCE AGENCY the repayment of any funds disbursed, under this MOU, which in the judgement of Fresno County Sheriff's Office were not expended in accordance with the terms of the Agreement. The RESOURCE AGENCY shall promptly refund any such funds upon demand or, at the Fresno County Sheriff's Office option, such repayment

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shall be deducted from future payments owing to RESOURCE AGENCY under this MOU.

The RESOURCE AGENCY that regularly incurs reimbursable overtime/expenses should submit reimbursement request packages to the Fresno County Sheriff's Office at least every 90 days. Requests to reimburse authorized overtime expenses must be submitted no later than 90 days following the final day of the pay period in which the overtime was performed. Requests to reimburse authorized expenses must be submitted no later than 90 days following the day that the RESOURCE AGENCY paid for the authorized expense for which reimbursement is being sought. Requests for reimbursement submitted after 90 days will not be processed for payment.

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by the RESOURCE AGENCY, or which becomes available to the RESOURCE AGENCY in carrying out this MOU, shall be protected for and on behalf of the CV HIDTA by the RESOURCE AGENCY from unauthorized use or unauthorized disclosure.

The RESOURCE AGENCY shall at any time during business hours, and as often as the Fresno County Sheriff's Office may deem necessary, make available for examination all of its records and data with respect to the matters covered by this MOU. The RESOURCE AGENCY shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under the Agreement. The RESOURCE AGENCY shall, upon request, permit the Fresno County Sheriff's Office to audit and inspect all of such records and data necessary to ensure RESOURCE AGENCY'S compliance with the terms of this MOU. The RESOURCE AGENCY shall maintain all such reports and records for a period of three (3) years after the close of the agreement.

The terms of the MOU, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the service provided may be modified, or this MOU terminated at any time by giving the RESOURCE AGENCY thirty (30) days advance written notice. The Fresno County Sheriff's Office may immediately suspend or terminate this Agreement in whole or in part, by giving written notice to the RESOURCE AGENCY, where in the determination of the Fresno County Sheriff's Office there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any terms of this Agreement;
- 3) A material breach of the terms of this MOU, including, but not limited to, Exhibits A through H;
- 4) A substantially incorrect or incomplete report submitted to Fresno County Sheriff's Office;
- 5) Improperly performed service;
- 6) If the Fresno County Sheriff-Coroner-Public Administrator, or her designee, determines that the RESOURCE AGENCY failed to comply with the law, rules, regulations or requirements imposed as a result of, or relating to, this MOU, as applicable or in any way relating to the MOU or in any way relating to the CV HIDTA program;

- 7) The Resource Agency fails to timely or properly comply with any requests by Fresno County Sheriff's Office that in any way relates to this MOU or the CV HIDTA program.

The Fresno County Sheriff-Coroner-Public Administrator or the Resource Agency may terminate this MOU without cause by giving thirty (30) days advance written notice to the other party. In the event such termination occurs the Fresno County Sheriff' Office and the RESOURCE AGENCY agree to consider settlement, and any basis therefore, regarding any outstanding obligations or debts.

The RESOURCE AGENCY promises and covenants that it is aware of all the laws, rules, codes, regulations, and requirements, whether based upon Federal Law, California State Law or as a part of the underlying Grant Agreement, that are applicable or relate to this MOU and all activities under the CV HIDTA program, and agrees, promises and covenants, that said RESOURCE AGENCY will comply with any and all such laws, rules, codes, regulations, and requirements, and to assist the Fresno County Sheriff Coroner Public Administrator in complying with the same. Likewise, should the Fresno County Sheriff Coroner Public Administrator, or her designee, request in writing that RESOURCE AGENCY perform some act, provide some form of documentation or record, or otherwise assist the Fresno County Sheriff Coroner Public Administrator in any of its functions or obligations, that relate to this MOU or the CV HIDTA program, the RESOURCE AGENCY shall and will promptly perform said act, or provide the requested documentation or records. In particular, but not exclusive, the RESOURCE AGENCY shall comply with all the laws, rules, codes, and regulations, as well as any requirements to file documents, keep records, make certifications or assurances, or any other requirements or obligations, including, but not limited to, those in Exhibits A through H, which are attached hereto, and outlined as follows:

- Exhibit A: Clean Air and Water Acts
- Exhibit B: State Energy Conservation Act
- Exhibit C: Debarment Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit D: Lobbying Activities
- Exhibit E: Conflict of Interest
- Exhibit F: Disclosure of Violations of Federal Criminal Law
- Exhibit G: Uniform Guidance § 200.322- Procurement of Recovered Materials
- Exhibit H: Uniform Guidance § 200.326- Appendix II Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Each party hereto shall assume the responsibility and liability of the acts and omissions of its own elected representatives, officers, agents, volunteers, or employees in connection with the performance of their official duties under or relating to this MOU. For tort liability purposes, participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

It is the intent of the parties, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the

proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

This agreement shall remain in effect unless revoked by the Fresno County Sheriff's Office CV HIDTA Fiduciary Facilitator, or until expiration of funds or the grant itself.

By: _____
MARGARET MIMS, Sheriff
Fresno County Sheriff's Office

Date: _____

By: _____
RACHEL CAPELLO, Special Agent in Charge
California Department of Justice

Date: _____

FOR ACCOUNTING USE ONLY:

Fund:0001

Subclass:10000

ORG:31116377

Account:7295