



Board Agenda Item 41

DATE: February 10, 2026

TO: Board of Supervisors

SUBMITTED BY: Kirk Haynes, Chief Probation Officer

SUBJECT: Retroactive Revenue Agreement with City of Fresno for National Sexual Assault Kit Initiative Grant Staffing

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute a retroactive revenue Agreement with the City of Fresno for the National Sexual Assault Kit Initiative Grant Program, effective October 1, 2025, not to exceed two consecutive years, total not to exceed \$217,569.

There is no increase in Net County Cost associated with the recommended action. The City of Fresno (City) was awarded the 2024 BJA FY24 Sexual Assault Kit Initiative (SAKI) Grant, which will be used to fund enhancements to the Fresno Police Department's (FPD) Sexual Assault Cold Case Unit, in partnership with the James Rowland Crime Victim Assistance Center (CVAC). This will provide maximum available assistance for victims of sexual assault identified in cold cases. The recommended action will approve a retroactive Memorandum of Understanding (MOU) to continue funding one Victim-Witness Advocate (VWA) position as part of the SAKI Program. This item is countywide.

ALTERNATIVE ACTION(S):

If the recommended action is not approved, the Department will not have funding to participate in the FPD's Sexual Assault Cold Case Unit.

RETROACTIVE AGREEMENT:

The MOU will be retroactively effective as of October 1, 2025. The City received notice of the grant award from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) on December 5, 2024. The grant agreement was taken to the Fresno City Council on April 24, 2025 for approval and signed by the City on May 21, 2025. Subsequently, the City was required to make modifications to the grant agreement; however, approval of these modifications was delayed due to the federal government shutdown. On October 31, 2025, the City provided the Department confirmation to proceed with the MOU. Following negotiations to the MOU language, the City approved the final version of the MOU on December 17, 2025. The Department is now bringing this item before your Board on the first available Board date within the agenda item processing deadlines.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. If executed, the agreement will enable the City to provide revenue to the County in the amount of \$107,177 in Year 1 and \$110,392 in Year 2, retroactively commencing October 1, 2025. The revenue fully funds one full-time VWA position. Sufficient appropriations and estimated revenue are included in the Department's Org 3432 FY

2025-26 Adopted Budget and will be included in future budget requests for the duration of this grant. There is no match requirement for the County to receive these funds and if funding is no longer available, this position will be deleted. There are no pending invoices for the recommended agreement.

DISCUSSION:

On June 24, 2024, the DOJ released a new SAKI grant funding opportunity. The City submitted an application and received notice of the FY24 SAKI grant award from the (DOJ) on December 5, 2024. The funded program will focus on enhancing the FPD's Sexual Assault Cold Case Unit, with emphasis on providing the maximum available assistance for victims of sexual assault identified in cold cases. The City, in partnership with CVAC, will provide additional assistance for victims of sexual assault within the Fresno County. This includes addressing violence against victims using a combination of investigation, immediate response, immediate victim advocacy, and training for law enforcement officers.

Approval of the recommended action will allow for one full-time VWA position to be assigned to focus on cold case sexual assault victims through the FPD Sexual Assault Cold Case Unit. This will enable victims within this program to have access to services available through CVAC. The VWA will report to the Assistant Deputy Chief Probation Officer assigned to CVAC.

The recommended agreement deviates from the County's standard in that it contains a mutual indemnification clause. This has the effect of making each party responsible for losses arising from their own negligent or wrongful performance, or failure to perform. The mutual indemnification clause has been reviewed by Risk Management and deemed to be acceptable for this agreement between public entities.

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Memorandum of Understanding with the City of Fresno

CAO ANALYST:

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