

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), which incorporates United States Department of Justice, Bureau of Justice Assistance project number 15PBJA-24-GG-05426-SAKI including Certifications and Assurances, is made and entered into this 10th day of February, 2026, by and between the County of Fresno, a political subdivision of the State of California acting by and through its governing body, County Board of Supervisors (COUNTY), and the City of Fresno, a California municipal corporation, acting by and through its governing body, the City Council (CITY).

RECITALS

WHEREAS, CITY has submitted to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), National Sexual Assault Kit Initiative (SAKI) FY24 Grant (the Program) a grant application for \$1,996,599, funded by the Bureau of Justice Assistance (BJA) (attached as Exhibit A and incorporated by this reference); and

WHEREAS, the Program is focused on enhancing the Sexual Assault Cold Case Unit (CCU), with emphasis on providing maximum available assistance for victims of sexual assault identified in cold cases, and CITY's application proposes to increase the Fresno Police Department's (FPD) ability to respond to these populations; and

WHEREAS, upon award of grant funds and entry into a grant agreement with DOJ (Grant) consistent with the Program, CITY intends to work in partnership with COUNTY's James Rowland Crime Victim Assistance Center (CVAC) for the purpose of providing additional assistance for victims of cold case sexual assaults within the County of Fresno, including addressing violence against victims, using a combination of investigation, immediate response, immediate victim advocacy, and training for law enforcement officers; and

WHEREAS, the CITY and COUNTY believe implementation of the Program as described herein will further the above goals and agree to coordinate and provide the services referenced herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained, and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions of the Program and this MOU, the parties mutually agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

Fresno Police Department  
Family Justice Bureau  
Sergeant John Viveros or designee  
2323 Mariposa Mall  
Fresno, CA 93721

County of Fresno Probation Dept.  
James Rowland CVAC  
Chief Probation Officer or designee  
3333 E. American Ave.,  
Bldg. 701, Ste B  
Fresno, CA 93725

2. ROLES AND RESPONSIBILITIES

A. FPD:

FPD, subject to all applicable federal, state, and local laws, shall:

- i. Act as the lead agency in coordinating the activities of the SAKI Program to target cold case sexual assault victims.
- ii. Identify victims to be served by this grant.
- iii. Detectives shall provide specialized investigation into cold case sexual assault cases to enhance the probability of successful prosecution.
- iv. Provide training on police procedures to the CVAC Advocates described below.
- v. Attend monthly meetings to assess progress and find solutions to problems.

B. CVAC:

CVAC shall:

- i. Recruit, hire, train, and supervise designated SAKI Program Advocate(s) (Advocate) (equivalent to one, full-time Advocate), as set forth in further detail in Section 2(C) below. The Advocate(s) shall be assigned to FPD to concentrate on cold case sexual assault victims.
  - a. An Advocate may be required to respond to victims with officers Monday-Friday, 8:00am – 5:00pm, and shall coordinate with the CCU Sergeant for case follow-up.
- ii. Provide training to Advocate(s) on advocacy procedures.
- iii. Attend monthly meetings with FPD staff to assess progress and find solutions to problems.
- iv. Cooperate with FPD in regard to all reporting requirements. Maintain records of the victims and the services each victim is provided related to the cold case investigation.

C. Requirements of Advocates

CVAC shall recruit, hire, train and supervise Advocate(s). The Advocate(s) shall serve as outreach aide for victims, as identified by FPD, and provide crisis intervention, advocacy, resource and referral assistance (as identified by the needs determined by the victim), and follow-up services (as referenced in the attached Exhibit B and incorporated by this reference).

- i. CVAC shall provide referred victims with access to all appropriate CVAC services, including but not limited to: assistance with filing a claim with the California Victim Compensation Board (CalVCB); interpretation and explanation of laws and regulations governing victim' rights, the criminal justice system, and court proceedings; accompanying sexual assault victims to court to provide support and assistance during the

court proceedings; providing information and referrals to local resources, including protective and/or restraining orders.

ii. Advocate(s) shall maintain a caseload of sexual assault victims.

iii. Advocate shall attend mandatory annual SAKI Workshops.

### 3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

100% of the salary for one Advocate is an eligible cost incurred by CVAC for compensation from Grant monies available to CVAC.

For the aforementioned services, CITY agrees to reimburse COUNTY solely from allocated and available Program Grant funds for eligible costs incurred by COUNTY, in a total maximum amount not to exceed \$217,569 during the second and third years of the performance period of the grant, in accordance with the Program budget submitted by CITY for the 2025 Program performance period funding of this MOU (attached as Exhibit C and incorporated by this reference).

Any future applications and award of funds for 2025 Program funding cycle shall be memorialized by written amendment to this MOU and signed by both parties.

Payment to COUNTY shall be contingent on COUNTY'S submission to CITY of reports and substantiation materials such as proof of payment of invoices for services or equipment procured and payroll register and/or paystub showing amounts paid to or on behalf of Advocate(s) being funded under the grant.

### 4. EFFECTIVENESS AND DURATION

The effectiveness of this MOU is contingent upon CITY receiving the Grant award. COUNTY shall be committed to the Grant Program for the entire funding cycle commencing retroactively on October 1, 2025, and ending September 30, 2027. COUNTY acknowledges and agrees that continued funding is dependent upon satisfactory performance and availability of funds.

### 5. TARGET POPULATION

Services provided under this Program shall be directed to cold case sexual assault victims who are residents of the City of Fresno.

### 6. RESOURCES TO BE CONTRIBUTED BY EACH PARTY

#### FPD

- Two cold case sexual assault investigators;
- A Police Sergeant to provide on-site supervision of the CCU; and
- Office space and vehicles for detectives, office supplies.

#### CVAC

- One full-time Advocate for years two and three of the grant period;
- CVAC to provide shelter (contingent upon the availability of agency resources) and/or coordinated referrals to local shelter providers and other assistance to victims;

- Supervision and training by the Assistant Deputy Chief or designee; and
- Access for victims, as identified by FPD, to needed CVAC services within existing policies and procedures.

7. RECORDKEEPING AND PERFORMANCE DATA

COUNTY shall keep records and submit to the CITY each quarter the following data:

Number of Victims – Documentation of the number of victims served, calls for service, including number of cases reported, counseled, provided shelter and other assistance, and any other information required by CITY for statistical reporting purposes for the SAKI Program. CITY shall request any additional information in writing, with a reasonable period of time for COUNTY to gather the requested information and respond.

8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

COUNTY shall submit a monthly, or at a minimum, quarterly, bill to FPD for the eligible expenses incurred in providing the services of the Advocate(s). Billing documentation shall include the following:

- (i) A breakdown of expenditures by cost category;
- (ii) Maintain copies of all purchase orders and requisitions; and
- (iii) Proof of payment for eligible expenditures.

COUNTY agrees to provide substantiation and support for services, fees, costs, and expenses upon the reasonable request of CITY for a period of not less than three years after final closeout of the grant by CITY. Records of COUNTY’s expenses pertaining to COUNTY’s services shall be kept on a generally recognized accounting basis, and shall be available to the CITY or its authorized representatives upon request during regular business hours throughout the life of the MOU, and for a period of three years after final closeout. In addition, all books, documents, papers, and records of COUNTY pertaining to its respective services in regard to this MOU shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

9. TERMINATION

<u>Program Funding Cycle</u>	<u>Program Year and Grant Period</u>
2026	October 1, 2025 – September 30, 2026
2027	October 1, 2026 – September 30, 2027

Notwithstanding the foregoing, this MOU may be suspended or terminated by CITY upon thirty days prior written notice to COUNTY of any of the following events: (i) Program termination, (ii) any non-appropriation or non-allocation of Program funding required in pursuit hereof, (iii) COUNTY’s illegal or improper use of funds, (iv) COUNTY’s failure to substantially comply with any term of this MOU, (v) COUNTY’s submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, and failure of COUNTY to correct any such

invoice, (vi) COUNTY's failure to comply with Federal Drug/Alcohol regulations, or (vii) COUNTY's failure to comply with any applicable provisions of the Grant. Nothing in this MOU shall commit the taxing authority or general fund of the CITY.

**TERMINATION FOR CONVENIENCE:** CITY reserves the right to terminate this agreement upon 60 calendar days prior written notice to the COUNTY. In the event of such termination, the COUNTY shall be paid for satisfactory service performed to the date of termination.

COUNTY may terminate this MOU upon thirty days prior written notice to the CITY in the event of either of the following: (i) non-appropriation by COUNTY of sufficient funds to perform its obligations under this MOU, (ii) failure of CITY to substantially comply with any term of this MOU, CITY's illegal or improper use of funds, (iii) CITY's failure to comply with any applicable provisions of the Grant.

In no event shall any payment by CITY constitute a waiver by CITY of any breach of this MOU or any default which may then exist on the part of COUNTY. Neither shall such payment impair or prejudice any remedy available to the CITY with respect to the breach or default. The CITY shall have the right to demand of COUNTY the repayment to the CITY of any funds disbursed to COUNTY under this MOU, which were not expended in accordance with the terms of this MOU. COUNTY shall promptly refund any such funds upon demand.

#### 10. COMPLIANCE WITH GOVERNING LAW AND GRANT

The parties shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this MOU. COUNTY acknowledges receipt of a copy of the Grant, and agrees to comply with all applicable provisions thereof and cooperate with CITY in meeting the requirements thereunder.

The services provided by COUNTY under this MOU are over and above COUNTY's budgeted positions. The parties agree that Grant funds shall not be used to replace funds of, or positions otherwise funded by COUNTY.

As applicable, costs and expenditures must be allowable in accordance with the *DOJ Grants Financial Guide (the "Guide")*. *The "Guide" serves as the primary reference manual to assist OJP, OVW, and COPS Office award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. Recipients and Subrecipients are also required to adhere to all applicable uniform (grant) administrative requirements, cost principles and audit requirements set forth in 2.C.F.R. Part 200 and 2.C.F.R. Part 2800.*

#### 11. PUBLIC RECORDS ACT REQUESTS

If the County receives a request under the CPRA to publicly disclose any record that is in the City's possession or control, and which the County has a right, under any provision of this MOU or applicable law, to possess or control, then the County may demand, in writing, that the City deliver to the County, for purposes of public

disclosure, the requested records that may be in the possession or control of the City. Within five business days after the County's demand, the City shall (a) deliver to the County all of the requested records that are in the City's possession or control, together with a written statement that the City, after conducting a diligent search, has produced all requested records that are in the City's possession or control, or (b) provide to the County a written statement that the City, after conducting a diligent search, does not possess or control any of the requested records. The City shall cooperate with the County with respect to any County demand for such records. If the City wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The City's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the City before disclosing any record subject to the City's assertion of exemption from disclosure. The City shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the City's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

## 12. CAPACITY OF CITY AND COUNTY

Nothing in this MOU, and nothing in the course of dealings between COUNTY and the CITY, shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship.

## 13. INSURANCE AND INDEMNITY

### A. INSURANCE.

**Required Insurance:** Without limiting the indemnification of each party as stated herein, it is understood and agreed that COUNTY and CITY shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation, employers liability, professional liability, social services liability (if required) and cyber liability. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either part under this MOU. Each party shall provide a Waiver of Subrogation under the Worker's Compensation policy in favor of the other party.

### B. INDEMNIFICATION.

CITY agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CITY, its officers,

agents, or employees under this MOU, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CITY, its officers, agents, or employees under this MOU; provided nothing herein shall constitute a waiver by CITY of governmental immunities including Government Code section 810 et seq.

COUNTY agrees to indemnify, save, hold harmless, and at CITY'S request, defend the CITY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to CITY in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this MOU, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under this MOU; provided nothing herein shall constitute a waiver by COUNTY of governmental immunities, including Government Code section 810 et seq.

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

If either party subcontracts all or any portion of the services to be performed under this MOU, that party shall require each subcontractor to indemnify, hold harmless and defend the other party to this agreement (City or County, as the case may be), and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section 13(B) shall survive termination or expiration of this MOU.

#### 14. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

#### 15. NOTICES

The person(s) and their addresses having authority to give and receive notices under this MOU include the following:

COUNTY OF FRESNO

CITY OF FRESNO

James Rowland CVAC  
Chief Probation Officer or designee  
3333 E. American Ave., Suite B  
Fresno, CA, 93725

FPD - Family Justice Bureau  
Sergeant John Viveros or designee  
2323 Mariposa Mall  
Fresno, CA 93721

All notices between the COUNTY and CITY provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. If a notice is delivered by PDF document attached to an email, notice shall also be provided by United States mail. For all claims arising out of or related to this MOU, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Either party may change the information in this section 15 by giving notice as provided in this section 15.

#### 16. BINDING

Once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

#### 17. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns shall be null and void unless approved in writing by the other party.

#### 18. WAIVER

The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU.

No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

#### 19. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno County, California.

#### 20. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

#### 21. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

#### 22. NONDISCRIMINATION

During the performance of this MOU, the City shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

#### 23. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

#### 24. ELECTRONIC SIGNATURES

The parties agree that this MOU may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this MOU to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this MOU (1) is deemed equivalent to a valid original handwritten signature of the person signing this MOU for all purposes, including but not limited to evidentiary proof in any

administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This MOU is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this MOU with an original handwritten signature.

#### 25. COUNTERPARTS

This MOU may be signed in counterparts, each of which is an original, and all of which together constitutes this MOU.

#### 26. ENTIRE MOU

The parties mutually understand and agree that the foregoing, including its exhibits, constitutes the entire MOU between the parties with respect to the subject matter of this MOU, and it supersedes all previous negotiations, proposals, commitments, advertisements, publications, and understandings of any nature unless those things are expressly included in this MOU. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

[SIGNATURE PAGE TO FOLLOW]

**THIS MOU IS SUBJECT TO RATIFICATION BY COUNCIL ACTION UPON  
AWARD OF GRANT FUNDS.**

IN WITNESS THEREOF, the parties have executed this MOU at Fresno, California on the day and year first above written.

CITY OF FRESNO, CALIFORNIA,  
a municipal corporation

COUNTY OF FRESNO, CALIFORNIA

By: \_\_\_\_\_  
Mindy Casto, Chief of Police  
City of Fresno Police Department

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_  
Jennifer M. Wharton                      Date  
Deputy City Attorney

ATTEST:  
AMY K. ALLER  
Interim City Clerk

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy    Date

By: Hanana                      2-10-26  
Deputy    Date

Addresses:

CITY:  
Fresno Police Department  
Attention: Mindy Casto  
Chief of Police  
2323 Mariposa Mall  
Fresno, CA 93721

AGENCY:  
County of Fresno Probation Department  
Attention: Chief Probation Officer  
3333 E American Ave, Bldg. 701B  
Fresno, CA. 93725

Attachments:  
Exhibit A – Grant Agreement  
Exhibit B – Project Timeline  
Exhibit C - Cost Breakdown

Fund: 0001  
Subclass: 10000  
ORG: 3432 1985  
Account: 4895



# Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>		FRESNO, CITY OF 2600 FRESNO ST
<b>City, State and Zip:</b>		FRESNO, CA 93721
<b>Recipient UEI:</b>		[REDACTED]
<b>Project Title:</b> SAKI: Comprehensive Approach to Unsubmitted Sexual Assault Kits, investigation and victim support		<b>Award Number:</b> 15PBJA-24-GG-05426-SAKI
<b>Solicitation Title:</b> BJA FY24 National Sexual Assault Kit Initiative		
<b>Federal Award Amount:</b> \$1,996,599.00		<b>Federal Award Date:</b> 12/5/24
<b>Awarding Agency:</b>		Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>		Grant
<b>Opportunity Category:</b> D		
<b>Assistance Listing:</b> 16.833 - National Sexual Assault Kit Initiative		
<b>Project Period Start Date:</b> 10/1/24		<b>Project Period End Date:</b> 9/30/27
<b>Budget Period Start Date:</b> 10/1/24		<b>Budget Period End Date:</b> 9/30/27
<b>Project Description:</b>		
<p>The City of Fresno is the fifth largest city in California, which is the most populated state in the United States. The Fresno Police Department (FPD) receives more than 1 million calls for service annually, which include various sexually motivated crimes. With the continued support from the Bureau of Justice Assistance’s National Sexual Assault Kit Initiative (SAKI), the FPD established a Cold Case Unit to address most of its backlog of untested and partially tested sexual assault kits and cases where further investigation could not be conducted due to a lack of personnel and resources. However, the need for SAKI assistance continues as the FPD has uncovered additional victim sexual assault kits (SAK) that require forensic testing. Project activities include continuing with an established multidisciplinary team that will collaborate to determine the best course of action during additional testing and investigative follow-up. The focus of this grant plan is to optimize a victim-centered response through compassionate support and effective resources, thus empowering individuals to seek justice and rebuild their lives.</p>		

## Award Letter

December 5, 2024

Dear Georgeanne White,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by FRESNO, CITY OF for an award under the funding opportunity entitled 2024 BJA FY24 National Sexual Assault Kit Initiative. The approved award amount is \$1,996,599.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations.

Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

**Memorandum Regarding NEPA**

**NEPA Letter Type**

OJP - Additional Information Required

**NEPA Letter**

The scope or location or the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

**NEPA Coordinator**

**First Name**

Orbin

**Middle Name**

no value

**Last Name**

Terry

**Award Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Recipient Information**

**Recipient Name**  
FRESNO, CITY OF

**UEI**  
[REDACTED]

**Street 1**  
2600 FRESNO ST

**Street 2**

**City**  
FRESNO

**State/U.S. Territory**  
California

**Zip/Postal Code**  
93721

**Country**  
United States

**County/Parish**  
no value

**Province**  
no value

**Award Details**

**Federal Award Date**  
12/5/24

**Award Type**  
Initial

**Award Number**  
15PBJA-24-GG-05426-SAKI

**Supplement Number**  
00

**Federal Award Amount**  
\$1,996,599.00

**Funding Instrument Type**  
Grant

Assistance Listing Number	Assistance Listings Program Title
16.833	National Sexual Assault Kit Initiative

**Statutory Authority**  
Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 148)

I have read and understand the information presented in this section of the Federal Award Instrument.

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**  
2024 BJA FY24 National Sexual Assault Kit Initiative

**Application Number**

BJA

GRANT14218048

**Grant Manager**

Brandon Mitchell

**Phone Number**

202-802-4623

**E-mail Address**

Brandon.Mitchell3@usdoj.gov

**Project Title**

SAKI: Comprehensive Approach to Unsubmitted Sexual Assault Kits, investigation and victim support

**Performance Period Start****Date**

10/01/2024

**Performance Period End Date**

09/30/2027

**Budget Period Start Date**

10/01/2024

**Budget Period End Date**

09/30/2027

**Project Description**

The City of Fresno is the fifth largest city in California, which is the most populated state in the United States. The Fresno Police Department (FPD) receives more than 1 million calls for service annually, which include various sexually motivated crimes. With the continued support from the Bureau of Justice Assistance's National Sexual Assault Kit Initiative (SAKI), the FPD established a Cold Case Unit to address most of its backlog of untested and partially tested sexual assault kits and cases where further investigation could not be conducted due to a lack of personnel and resources. However, the need for SAKI assistance continues as the FPD has uncovered additional victim sexual assault kits (SAK) that require forensic testing. Project activities include continuing with an established multidisciplinary team that will collaborate to determine the best course of action during additional testing and investigative follow-up. The focus of this grant plan is to optimize a victim-centered response through compassionate support and effective resources, thus empowering individuals to seek justice and rebuild their lives.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Condition 1**

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil

Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

**Condition 2**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**Condition 3**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

**Condition 4**

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

#### **Condition 5**

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### **Condition 6**

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

#### **Condition 7**

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### **Condition 8**

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

### **Condition 9**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

### **Condition 10**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

### **Condition 11**

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### **Condition 12**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 13**

## Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**Condition 14**

## Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**Condition 15**

## Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

#### **Condition 16**

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### **Condition 17**

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

#### **Condition 18**

## Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

### **Condition 19**

#### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

### **Condition 20**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

### **Condition 21**

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

### **Condition 22**

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### **Condition 23**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

### **Condition 24**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

#### **Condition 25**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

#### **Condition 26**

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### **Condition 27**

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### **Condition 28**

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted

on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

**Condition 29**

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**Condition 30**

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**Condition 31**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 32**

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

**Condition 33**

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231

and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

**Condition 34**

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**Condition 35**

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**Condition 36**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**Condition 37**

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award\_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

**Condition 38**

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

**Condition 39**

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

#### **Condition 40**

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

#### **Condition 41**

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

#### **Condition 42**

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

#### **Condition 43**

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

#### **Condition 44**

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition:

Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**Condition 45**

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

**Condition 46**

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

**Condition 47**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

**Condition 48**

The recipient may not obligate, expend or draw-down more than 25% of the total eligible award amount until a completed inventory and/or certification of a completed inventory has been provided to BJA. BJA will review the inventory documentation to ensure that it contains a detailed and descriptive list of Sexual Assault Kits (SAKs), containing information such as, but not limited to: item identifiers, quantity, and location of the item. Once BJA has reviewed and approved the grant recipient's certification or certificate thereof, a Award Condition Modification (ACM) will be issued removing this award condition.

**Condition 49**

The award recipient must enter all "criteria cases" into the Violent Criminal Apprehension Program (ViCAP) by the end of the award period.

**Condition 50**

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

**Condition 51**

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

**Environmental Assessment (EA):** The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

**Modifications:** Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

#### **Condition 52**

The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals such as testing of evidence, or implement a major renovation or construction project, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

*[X] I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration

and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b> Acting Assistant Attorney General	<b>Name of Approving Official</b> Brent J. Cohen	<b>Signed Date And Time</b> 12/1/24 3:55 PM
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**Authorized Representative**

Declaration and Certification

**Entity Acceptance**

**Title of Authorized Entity Official**  
City Manager

**Name of Authorized Entity Official**  
Georgeanne White

**Signed Date And Time**  
5/21/2025 7:02 PM

## FY2024 SAKI, Purpose Area 1

## Project Timeline

## National Sexual Assault Kit Initiative

**Goal : To test SAK evidence and investigate cold case sexual assaults within the City of Fresno.**

**Objective 1: Submit the already identified 64 victim SAKs that were flagged for further testing by the FPD Criminalist under FY2020 SAKI to the lab for testing and CODIS eligible uploads. Funding under FY2020 SAKI was depleted; however, further testing of these 64 SAKs still remain.**

	<u>Activity/Deliverable</u>	<u>Expected Completion Date</u>	<u>Responsible person/party</u>
1a	Select a lab via a competitive bidding process.	Quarter 1 - 10/1/24-12/31/24	FPD - Sgt Viveros & Det Cooney
1b	Submit the 64 SAKs to the selected lab for further testing, based on the recommendations by the Criminalist.	Quarter 1 - 10/1/24-12/31/24	FPD - Dets Cooney, Kramer, Taylor
1c	Review lab results and CODIS uploads (if any); further assess the 64 SAK cases.	Quarters 2-5 1/1/25-12/31/25	FPD - Criminalist Frausto-Morales & Dets Cooney, Kramer, Taylor

**Objective 2: The FPD Criminalist will review and identify additional testing for the ~689 pre-selected victim SAK cases. The identified SAK cases needing further testing will be sent to the lab for analysis and CODIS eligible uploads.**

	<u>Activity/Deliverable</u>	<u>Expected Completion Date</u>	<u>Responsible Person/party</u>
2a	The Criminalist will identify which SAKs out of the ~689 require further testing (i.e. untested, partially tested, or prior testing did not produce a CODIS eligible offender profile).	Quarters 2-12 1/1/25-9/30/27	FPD - Criminalist Frausto-Morales & Dets Cooney, Kramer, Taylor
2b	Submit identified SAKs to the selected lab for testing, based on the recommendations by the Criminalist.	Quarters 2-12 1/1/25-9/30/27	FPD - Dets Cooney, Kramer, Taylor
2c	Review lab results and CODIS uploads (if any); further assess these SAK cases.	Quarters 2-12 1/1/25-9/30/27	FPD - Criminalist Frausto-Morales & Dets Cooney, Kramer, Taylor

**FY2024 SAKI, Purpose Area 1**

**Project Timeline**

National Sexual Assault Kit Initiative

<b>Objective 3: Conduct comprehensive investigations of sexual assault cold cases based upon further forensic testing results while providing victim advocacy and support.</b>			
	<u>Activity/Deliverable</u>	<u>Expected Completion Date</u>	<u>Responsible Person/party</u>
3a	Investigative review of cases submitted under Objective 1.	Quarters 2-8 1/1/25-9/30/26	FPD - Dets Cooney, Kramer, Taylor
3b	Investigative review of cases submitted under Objective 2.	Quarters 2-12 1/1/25-9/30/27	FPD - Dets Cooney, Kramer, Taylor
3c	Obtain DNA samples to confirm or rule out potential suspects, based on lab results.	Quarters 2-12 1/1/25-9/30/27	FPD - Dets Cooney, Kramer, Taylor
3d	File cases with the Fresno County District Attorney's Office.	Quarters 2-12 1/1/25-9/30/27	FPD - Dets Cooney, Kramer, Taylor
3e	Ensure the CAL DOJ SAFE-T and REDCap databases are updated with case dispositions. Upload eligible cases to ViCAP.	Quarters 1-12 10/1/24-9/30/27	FPD - Sgt Viveros & Dets Cooney, Kramer, Taylor
3f	Ensure victims receive advocacy follow-up, support, and resources.	Quarters 2-12 1/1/25-9/30/27	FPD - CVAC Victim Advocate & Dets Cooney, Kramer, Taylor

<b>Objective 4: Maintain communication with stakeholders and attend applicable training for investigators.</b>			
	<u>Activity/Deliverable</u>	<u>Expected Completion Date</u>	<u>Responsible Person/party</u>
4a	Attend weekly CCU briefings.	Quarters 1-12 10/1/24-9/30/27	FPD - Sgt Viveros & Dets Cooney, Kramer, Taylor
4b	Facilitate monthly CCU MDT meetings and provide training where needed; collaborate with other area SART team members.	Quarters 1-12 10/1/24-9/30/27	FPD - Sgt Viveros & Dets Cooney, Kramer, Taylor
4c	Attend mandatory annual SAKI workshops.	TBD	FPD - Sgt Viveros & Dets Cooney, Kramer, Taylor, CVAC Advocate
4d	Attend annual CSAIA training.	TBD	FPD - Sgt Viveros & Dets Cooney, Kramer, Taylor

**FY2024 SAKI, Purpose Area 1**

**Project Timeline**

National Sexual Assault Kit Initiative

**LEGEND**

CAL DOJ - California Department of Justice Crime Laboratory

CSAIA - California Sexual Assault Investigator's Association

FPD - Fresno Police Department

CVAC - Crime Victim Assistance Center

SAFE-T - Sexual Assault Forensic Evidence - Tracking

SART - Sexual Assault Response Team

REDCap - Research Electronic Data Capture computer tracking program

## Cost Breakdown

### 1 FTE Victim Witness Advocate

Year 1	\$107,177
Year 2	\$110,392
Total	\$217,569