



Margaret Mims  
Sheriff-Coroner  
Fresno County Sheriff's Office

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

The purpose of this memorandum of understanding (MOU) shall be to facilitate the transfer of funds between the Fresno County Sheriff-Coroner's Office, Central Valley, California High Intensity Drug Trafficking Area (HIDTA) Fiduciary Facilitator and the California Department of Justice HIDTA Operational Unit.

The CV HIDTA program provides specified funding to the Fresno County Sheriff-Coroner's Office pursuant to Grant Agreement G17CV0004A, as may be modified from time to time (hereinafter referred to as the "Agreement"). The Fresno County Sheriff-Coroner shall disperse grant funds to CV HIDTA Operational Units participating in a Task Force, pursuant to the terms of the Agreement, the program description and budget, as well as applicable laws, regulations and policies.

Any such transfer of funds between the Fresno County Sheriff-Coroner's Office and the California Department of Justice shall be in furtherance of the Agreement and the CV HIDTA program. The California Department of Justice shall submit requests for reimbursement for expenditures and overtime of its law enforcement personnel participating in a Task Force to the Task Force Commander. The request for reimbursement will be in accordance with the Agreement and the Office of National Drug Control Policy (ONDCP) rules and regulations. Once the request has been approved by the Task Force Commander and any other applicable persons, the reimbursement request will be forwarded to the Fresno County Sheriff-Coroner's Office with proper documentation through the Task Force reimbursement requests. If a request for reimbursement does not follow ONDCP's rules and regulations or there are not sufficient remaining grant funds to make the reimbursement, the Fresno County Sheriff-Coroner's Office will not make reimbursement and the burden of the cost will be at the expense of the California Department of Justice. If overtime is reached at the federal maximum per officer/agent, the burden of the cost will be at the expense of the California Department of Justice. The HIDTA Program Policy Section 6.9.2.4 states that HIDTA funded overtime shall not exceed 25 percent of the federal G-12, Step 1 level pay scale for Federal Law Enforcement Officers, in effect at the beginning of a calendar year.

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

*Dedicated to Protect & Serve*

It is the intent of the parties, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

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

By: \_\_\_\_\_  
MARGARET MIMS, Sheriff-Coroner  
Fresno County Sheriff's Office

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_