

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), which incorporates United States Department of Justice, Bureau of Justice Assistance project number 2020-AK-BX-0002 including Certifications and Assurances, is made and entered into this 9th day of March, 2021, 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, 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) FY20 Grant (the Program) a grant application for \$2,186,109, funded by the Bureau of Justice Assistance (BJA);

WHEREAS, the Program is focused on enhancing the Sexual Assault Cold Case unit, 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;

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 Victim Witness Center (CVAC) for the purpose of providing additional assistance for victims of sexual assault 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  
2323 Mariposa Mall  
Fresno, CA 93721

County of Fresno Probation Dept.  
James Rowland CVAC  
Chief Probation Officer  
3333 E. American Ave, Bldg. 701  
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 National Sexual Assault Kit Initiative 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 and telephones 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. These Advocates will be assigned to FPD, and concentrate on cold case sexual assault investigations.

a. An Advocate may be required to respond on investigations with officers Monday-Friday, 8:00am – 5:00pm, and shall coordinate with the SAU Sergeant for case follow-up.

b. 100% of the salary for one Advocate is an eligible cost incurred by CVAC for compensation from Grant monies available to CVAC in Section 3, below.

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 preparation with 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

i. CVAC shall recruit, hire, train and supervise Advocate(s). 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.

ii. CVAC shall provide referred clients with access to all appropriate CVAC services including support groups, counseling, twenty-four-hour crisis hotline, safety planning, and information, and coordinated referrals for shelter, legal advocacy, and legal options classes.

iii. Advocate(s) must meet the applicable requirements of a sexual assault counselor, as defined by Evidence Code section 1035.2. Advocates must have training/experience in assisting victims with accessing coordinated, legal services to obtain a restraining order.

iv. Advocate(s) funded hereunder must meet Program Entry-Level Advocates Standards, and must complete an additional forty hours of specific sexual assault training.

v. Advocate(s) must comply with all regulations pertaining to Federal Drug/Alcohol testing.

### 3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

For the aforementioned services, CITY agrees to reimburse COUNTY solely from allocated and available Program Grant funds for eligible costs incurred by COUNTY, in an amount not to exceed \$280,500, throughout the three-year performance period of the grant, in accordance with the Program budget submitted by CITY for the 2020 Program performance period funding of this MOU (attached hereto as Exhibit A and incorporated herein by reference).

Any future applications and award of funds for 2020 Program funding cycle shall be by written amendment to this MOU, and signed by both parties.

Payment to COUNTY shall be contingent on CITY's receipt 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, 2020, and ending September 30, 2023. 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 sexual assault victims who are residents of the City of Fresno.

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

## FPD

- Three cold case sexual assault investigators;
- A Police Sergeant to provide on-site supervision of the cold case sexual assault unit; and
- Office space, cell phone, vehicles for detectives, office supplies;

## CVAC

- One full-time Advocate;
- 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 Operations Director and/or Advocacy Manager; 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. Any additional information requested by CITY shall be requested 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

The term of the MOU is for three years, commencing October 1, 2020, and ending September 30, 2023.

<u>Program Funding Cycle</u>	<u>Program Year and Grant Period</u>
2020	October 1, 2020 – September 30, 2021
2021	October 1, 2021 – September 30, 2022
2022	October 1, 2022 – September 30, 2023

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 substantial failure to 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.

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) substantial failure of CITY to 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. 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.

#### 12. 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.

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.

**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, 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, 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.

If COUNTY should subcontract all or any portion of the services to be performed under this MOU, COUNTY shall require each subcontractor to indemnify, hold harmless and defend City, and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs

This section 12(B) shall survive termination or expiration of this MOU.

**13. RESERVED**

**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 persons and their addresses having authority to give and receive notices under this MOU include the following:

COUNTY OF FRESNO

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

CITY OF FRESNO

Family Justice Bureau  
Sergeant  
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 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. 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).

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. 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.

23. ENTIRE MOU

The parties mutually understand and agree that the foregoing constitutes the entire MOU between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

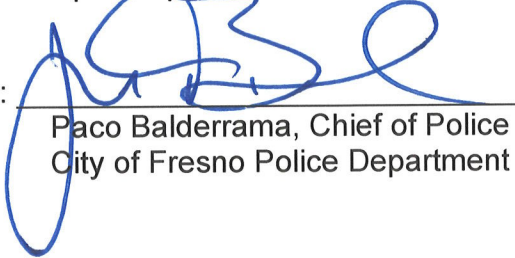
[SIGNATURE PAGE TO FOLLOW]


**THIS MOU/AGREEMENT 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

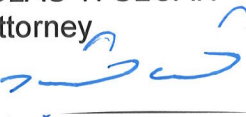
COUNTY OF FRESNO, CALIFORNIA

BY:   
Paco Balderrama, Chief of Police  
City of Fresno Police Department

BY:   
Steve Brandau, Chairman of the  
Board of Supervisors of the County  
of Fresno

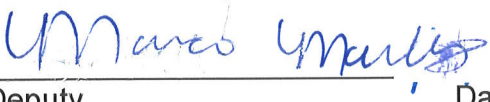
APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

TAXPAYER FEDERAL I.D. #94-6343690

BY:  9/21/21  
Kristi Costa, Esq. Date  
Deputy City Attorney

ATTEST: *Briana Parra, CMC*  
~~YVONNE SPENCE, MMC~~  
*Interim* City Clerk

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

BY:   
Deputy Date  
*Marco Martinez 9/21/2021*

By:   
Deputy

Addresses:

CITY:  
Fresno Police Department  
Attention: Paco Balderrama  
Chief of Police  
2323 Mariposa Mall  
Fresno, CA 93721

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

Attachment:  
Exhibit A – Cost Breakdown  
Exhibit B – Performance Measures and Timeline  
Exhibit C - Grant Agreement

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

**National Sexual Assault Kit Initiative FY 2020****Fresno Police Department Sexual Assault Cold Case Unit (CCU)**

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**Budget Narrative****A. PERSONNEL:**

Throughout the three performance period several key personnel will be phased-in and out of the grant to ensure the goals and objectives of the project and grant requirements are met. Year one of funding will be utilized to hire a full-time Sexual Assault Detective whose primary focus will be to investigate current and active alcohol/drug facilitated sexual assaults, to hire a part-time Crime Specialist/Criminalist to review the police reports and medical records of SAKs that have been tested to determine if they are deemed “partially” or fully tested, and to hire a full-time Property & Evidence Technician to assist in the inventorying of all SAKs currently stored in our property warehouse, checking out and delivering any identified “partially tested” kits to a department certified private lab for further testing, booking same back into evidence once the testing is complete while ensuring the chain of custody is maintained; and if warranted picking up SAKs from the SANE laboratory. We will also hire a full-time Victim Advocate who will be part of the Fresno Police Department Sexual Assault Cold Case Unit (FPD CCU) and responsible for providing direct services to the survivors of sexual assault.

In Year 2, a second full-time Cold Case Sexual Assault Detective will join the personnel funded in Year 1 of the grant. His focus will be to conduct follow-up on the “partially tested” SAK lab results on those cases that were identified and submitted by the above described Crime Specialists/Criminalist; in addition to investigating “cold” cases in which CODIS CHOP hits have been received. The part-time Crime Specialist/Criminalist will be funded for the first six months to finalize any cases that require further review or determination on whether they fall in the “partially tested” category. Those identified will go through the same process as the others and forwarded to the private laboratory to ensure they are fully tested.

## **National Sexual Assault Kit Initiative FY 2020**

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### **Fresno Police Department Sexual Assault Cold Case Unit (CCU)**

In Year 3, a third full-time Sexual Assault Detective will be hired to join the CCU and work in partnership with full-time Alcohol/Drug Facilitated Detective, the full-time CCU Sexual Assault Detective and Property and Evidence Technician. This Detective will assist in the investigation of cold sexual assault cases that receive CODIS CHOP hits. It is anticipated submitting the “partially tested” SAKs for further testing will result in a considerable amount of lab results and CODIS hits. It is imperative we have protocols in place so we don’t end up with a backlog of sexual assault cases.

The personnel for each of the identified positions for Year 1, Year 2 and Year 3 of the grant have been selected with the exception of the Victim Advocate. Year 1’s full-time Detective is Julie Skamel, full-time Property and Evidence Technician is Bradly Jennings, part-time Crime Specialist/Criminalist is Delia Frausto-Morales. Year 2’s full-time Detective is Neal Cooney and Year 3’s full-time Detective is Steven Taylor. The named personnel account for a combined total of over 40 years of experience.

**Cold Case Unit Investigator (CCU) (2)** – Two FTE Sexual Assault Cold Case Investigators will be hired in Year 2 and 3 of the grant. The duties will consist of conducting complex sexual assault investigations from prior investigations that have resulted in suspect profiles and reviewing cold case sexual assaults where further testing could be conducted with the approval of the victim. The detectives will also assist in providing the needed information (police reports / medical reports) to the Crime Specialist/Criminalist so that “partially tested” SAKs can be identified. Once the additional testing is conducted, the detectives will conduct the necessary follow up investigation and victim notification. If the victim requests the investigation move forward, the detectives will work with the CCU to ensure the best victim based approach is utilized.

## **National Sexual Assault Kit Initiative FY 2020**

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### **Fresno Police Department Sexual Assault Cold Case Unit (CCU)**

The additional CCU personnel will be assigned to the Family Justice Bureau (FJB) Sexual Assault Unit (SAU). Being assigned to the SAU will allow the dedicated investigator access to additional resources from investigators who routinely conduct operations on sexual assault cases. Housing the CCU Investigators in the SAU allows both units to share information on their daily investigations and ongoing cases involving sexual assault. The full-time dedicated CCU investigators will meet regularly and coordinate cases with victim service providers as well as the Fresno Sexual Assault Response Team (SART) and SAKI Multidisciplinary Team (MDT) teams members to assist with their multidisciplinary approach centered on the victims of sexual assaults.

- Year 2: (1) FTE Fresno Police Department Investigator Salary: \$94,676
- Year 3: (2) FTE Fresno Police Department Investigator Salaries: ( $\$96,570 \times 2$ ) = \$193,140

**Total Salary cost for two Investigators for Year 2 and Year 3 is \$ 287,816**

**Alcohol/Drug Facilitated Sexual Assault Investigator (SAU) (1)** – One FTE Sexual Assault Investigator will be hired for the three-year performance period of the grant. The duties will consist of conducting complex sexual assault investigations of current and/or active investigations that have resulted in suspect profiles and reviewing sexual assaults where further SAK testing could be conducted with the approval of the victim. The detective will also assist in providing the needed information (police reports / medical reports) to the Crime Specialist/Criminalist so that partially tested SAKs can be identified. Once testing is conducted (on either active or ‘cold’ cases), the detective will conduct the necessary follow up investigation and victim notification. If the victim requests the investigation move forward, the detective will work with the SAU and CCU to ensure the best victim based approach is utilized.

## National Sexual Assault Kit Initiative FY 2020

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### **Fresno Police Department Sexual Assault Cold Case Unit (CCU)**

This detective will be assigned to the Family Justice Bureau (FJB) Sexual Assault Unit (SAU). Being assigned to the SAU will allow the dedicated investigator access to additional resources from investigators who routinely conduct operations on sexual assault cases. The full-time dedicated SAU alcohol/drug facilitated investigator will meet regularly and coordinate cases with victim service providers as well as the Fresno Sexual Assault Response Team (SART) and SAKI Multidisciplinary Team (MDT) teams to assist with their multidisciplinary approach centered on the victims of sexual assaults.

- (1) FTE Fresno Police Department Investigator Salary: Year 1 (\$92,820), Year 2 (\$94,676), Year 3 (\$96,570) = \$ 284,066

**Total Salary cost for one Investigator for 3 years is \$ 284,066**

**Property and Evidence Technician (1)** – One FTE Property and Evidence Technician will be hired for the three year performance period of the grant. The duties will consist of working with the SAU and CCU to ensure all items related to SAKs are handled the same in each case. The Technician would handle only sexual assault evidence and would be responsible for getting the cases to the lab for testing and then booked back in to the FPD booking system as well as picking them up from the originating SANE locations. The freezer installation and the transferring of evidence to the freezer ensuring proper evidence storage techniques would be overseen by the Technician.

- (1) FTE Property and Evidence Technician: Year 1 (\$47,712), Year 2 (\$49,968), and Year 3 (\$52,332)

**Total Salary cost for 1 Property and Evidence Technician for 3 years is \$ 150,012**

**Part-time Crime Specialist/Criminalist (1)** – One .50 FTE Crime Specialist/Criminalist will be hired for 1 year to 18 months (depending on task completion). The duties will consist of

## National Sexual Assault Kit Initiative FY 2020

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### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

reviewing lab reports for all SAKs in FPDs inventory to ensure that testing was fulfilled and the SAKs is not “partially tested.” The Crime Specialist/Criminalist will ensure that that SAK inventory has been tested with the best technology available. If further items of evidence can be tested in the SAK, the Crime Specialist/Criminalist will make the recommendation for such. This position will help to insure that FPD has not missed any items of evidence in the SAK which could be tested and provide a CODIS eligible DNA profile. The Crime Specialist/Criminalist will start with the oldest cases and move to the more current case load to include the RADS SAKs.

- (1) .50 FTE Crime Specialist/Criminalist: Year 1: \$35.59 per hour X 1,040 hours = \$37,014; Year 2: \$35.59 per hour X 520 hours = \$ 18,507

**Total cost for Crime Specialist/Criminalist for Years 1 and 2 is \$ 55,521**

**Overtime** – Overtime will be used by the CCU Investigators assigned to the SAU and sworn members of the department’s specialized units. The overtime will be used to conduct enforcement operations, interview victims and suspects, serving of search warrants to collect DNA control samples from suspects, and the execution of arrest warrants. During apprehension and the service of warrants, the CCU will enlist the aid and help of FJB investigators, and the department’s Special Response Teams (SRT) to assist, if needed. CCU detectives will also travel out of town to accomplish operational goals of arresting suspects or gathering suspect DNA evidence, and/or following up with victim/witnesses. Overtime will be used as part of travel work days which extend beyond the normal working hours of detectives.

- FPD Officer Overtime: \$66.94 – 69.64 per hour X 438 hours/year 3 years = \$ 30,000

**Total for overtime for 3 years: \$ 30,000**

**Personnel: \$807,415**



## National Sexual Assault Kit Initiative FY 2020

### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

#### B. FRINGE BENEFITS

All fringe benefits are based on the signed Memorandum of Understanding (MOU) agreements between the applicable bargaining unit of each employee and costs directed by the City of Fresno in response to Federal and State requirements. Benefits for each employee include Medicare at 1.45%, agency health insurance contribution, life and disability insurance for applicable employees, pension obligations per the employees associated MOU, workers compensation costs and the individual's premium pay according to their MOU. Benefits for the Cold Case Unit Investigators, under the position of Police Officer are calculated between 47.90% and 48.00% of their salary, minus ineligible personnel costs. Overtime benefits are only calculated for the 1.45% in Medicare contributions, all other fringe benefits costs for the officers will be realized in the City's general fund. Benefits for the other civilian positions are calculated between 35.14% and 36.62% of their salary, minus ineligible personnel costs.

- (3) Cold Case Unit Investigators for 3 years = \$ 274,433
- 1.45% Medicare benefits for overtime worked - \$30,000 @ 1.45% = \$ 435
- (1) Property and Evidence Technician for 3 years = \$ 53,928

**Total Fringe Benefits for 3 years: \$ 328,796**

#### C. TRAVEL (and TRAINING)

As per the grant requirements, two members from the FPD SAU CCU will attend the mandatory SAKI workshop per year of the grant, starting in 2021. The CCU personnel (detectives, advocate, and site coordinator) will also attend two annual conferences per year during the grant performance period, specifically related to sexual assault investigations. One of the conferences is California P.O.S.T. certified for continuing education and sponsored by the California Sexual Assault Investigators Association (CSAIA). The second is the Violent Crime Behavioral

## National Sexual Assault Kit Initiative FY 2020

### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

Analysis Seminar hosted by the Federal Bureau of Investigation (FBI) Los Angeles Field Office and the University of California at Los Angeles (UCLA) Police Department (although the Victim Advocate is not permitted at this law enforcement sensitive training). All expenses were determined based on the location of the conferences and workshops. Lodging is based on GSA fiscal year 2020 rates.

In addition to the above trainings, the FPD Sexual Assault CCU will conduct several in-house and local trainings to provide information to Fresno SART and/or SAKI MDT teams members on the latest trends, available victim services, and prosecution strategies of sexual assault investigations.

**Sexual Assault Kit Initiative Workshop/Conference** – Two members will attend each of the mandatory annual 2-day workshops during the grant performance period. The dates of the workshop have yet to be determined; however, all costs are based on estimations for travel to Washington, DC.

Round Trip Airfare	\$800 round trip X 2 people	\$1,600
Lodging for 3 nights	\$256 per night X 3 nights X 2 people	\$1,536
Per Diem for 4 days	\$76 X 4 days X 2 people	\$608
Baggage	\$50 round trip X 2 people	\$100
	<b>TOTAL</b>	<b>\$ 3,844</b>
	<b>TOTAL 3 YEAR</b>	<b>\$ 11,532</b>

### **California Sexual Assault Investigators Association Training Conference - Pismo Beach, CA**

The CSAIA training conference is an annual conference and accounts for 24 out of the 26 needed continuing education credits for California peace officers. The conference routinely covers key aspects and trends of sexual assault investigations. This conference will allow the Cold Case Unit Detectives, Alcohol/Drug Facilitated Detective, Victim Advocate, and Site Coordinator to

## National Sexual Assault Kit Initiative FY 2020

### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

network among other sexual assault investigators within the State. This will dramatically increase the effectiveness of the FPD when it has to travel out of the jurisdiction to arrest subjects, contact victims, or obtain suspect DNA samples. The number of attendees for each year of the grant will vary; however, each year of the performance period of the grant, the Unit will send a minimum of three people to this annual conference. The attendees will consist of the Alcohol/Drug Facilitated Investigator, the Cold Case Unit Investigators (2) and the site coordinator.

Lodging for 4 nights	\$124 per night X 4 nights X 3 people	\$1,488
Per Diem for 5 days	\$71 per day X 5 days X 3 people	\$1,065
Tuition	\$450 per person X 3 people	\$1,350
	<b>TOTAL</b>	<b>\$ 3,903</b>
	<b>TOTAL Year 1 Cost</b>	<b>\$ 3,903</b>

Lodging for 4 nights	\$124 per night X 4 nights X 4 people	\$1,984
Per Diem for 5 days	\$71 per day X 5 days X 4 people	\$1,420
Tuition	\$450 per person X 4 people	\$1,800
	<b>TOTAL</b>	<b>\$ 5,204</b>
	<b>TOTAL Year 2 Cost</b>	<b>\$ 5,204</b>

Lodging for 4 nights	\$124 per night X 4 nights X 5 people	\$2,480
Per Diem for 5 days	\$71 per day X 5 days X 5 people	\$1,775
Tuition	\$450 per person X 5 people	\$2,250
	<b>TOTAL</b>	<b>\$ 6,505</b>
	<b>TOTAL Year 3 Cost</b>	<b>\$ 6,505</b>

### Violent Crime Behavioral Analysis Seminar – Los Angeles, CA

The Violent Crime Behavioral Analysis Seminar is an annual conference that focuses on the behavioral examination of violent and repetitive crimes, including but not limited to, threatening communications, sexual assault, crimes against children, and homicide. During the Seminar, members of the FBI's Behavioral Analysis Units offer private case consultations.

## National Sexual Assault Kit Initiative FY 2020

### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

This conference will allow the Cold Case Unit Detectives, Alcohol/Drug Facilitated Detective, and Site Coordinator to network among other sexual assault investigators within the State. The number of attendees for each year of the grant will vary (dependent upon assigned members to the CCU), to include the site coordinator.

Lodging for 5 nights	\$181 per night X 5 nights X 2 people	\$1,810
Per Diem for 5 days	\$66 per day X 5 days X 2 people	\$660
Tuition	\$275 per person X 2 people	\$550
	<b>TOTAL</b>	<b>\$3,020</b>
	<b>TOTAL Year 1 Cost</b>	<b>\$3,020</b>

Lodging for 5 nights	\$181 per night X 5 nights X 3 people	\$2,715
Per Diem for 5 days	\$66 per day X 5 days X 3 people	\$990
Tuition	\$275 per person X 3 people	\$825
	<b>TOTAL</b>	<b>\$4,530</b>
	<b>TOTAL Year 2 Cost</b>	<b>\$4,530</b>

Lodging for 5 nights	\$181 per night X 5 nights X 4 people	\$3,620
Per Diem for 5 days	\$66 per day X 5 days X 4 people	\$1,320
Tuition	\$275 per person X 4 people	\$1,100
	<b>TOTAL</b>	<b>\$6,040</b>
	<b>TOTAL Year 3 Cost</b>	<b>\$6,040</b>

#### Travel during normal investigations

The Fresno Police Department Sexual Assault Unit routinely travels outside of the jurisdiction of Fresno to contact victims, arrest suspects, and conduct pre-text phone calls. The CCU is anticipating travel to arrest suspects, obtain DNA samples for CODIS hits, and contact victims/witnesses. Traveling outside of the city may require air travel, long trips with rental vehicles, and or possibly overnight stays in hotels. A sampling of current cases within a year period, the FPD CCU revealed investigators had traveled out of town approximately seven times

## **National Sexual Assault Kit Initiative FY 2020**

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### **Fresno Police Department Sexual Assault Cold Case Unit (CCU)**

in the last six months with one overnight stay. The Unit is budgeting similar expenses over the next three years equating to a yearly cost of approximately \$2,500 for a total three-year cost of **\$ 7,500.**

**Total cost for Investigation Travel for 3 years: \$ 7,500**

**Total Travel (and Training) for 3 years: \$ 48,234**

#### **D. EQUIPMENT – Walk-in Freezer**

The FPD is requesting \$200,000 to purchase and install a walk in style freezer capable of storing all SAKs and relevant evidence from sexual assault related cases. In keeping up with the best practices in the industry, it is imperative that the SAKs and other items be kept frozen so that the DNA evidentiary value is not degraded over time. Currently, evidence is stored in a portable style freezer until it is tested by the lab. When the items are returned from the lab, the evidence is then placed on shelves (dry storage) and kept at room temperature due to a lack of cold storage space. The monies would also be used to purchase inside freezer rack type shelves so that the freezer space can best be utilized to get the most amount of evidence into the storage area.

**Total cost for freezer, installation, and shelving: \$ 200,000**

#### **E. SUPPLIES**

General office supplies and materials are needed for the CCU as identified in this grant application for daily investigative operations, trainings, and field responses. Two Apple iPads with service and one laptop work station will be purchased for use by the dedicated Cold Case Unit investigator and Site Coordinator. The iPads and laptop work station with listed accessories (speakers, monitors, keyboard and case) will be used for daily investigative duties, including but not limited to, maintaining Cold Case investigation files, access to the SAFE-T Department of Justice Database, access to and use of departmental network databases and compiling statistical

## **National Sexual Assault Kit Initiative FY 2020**

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### **Fresno Police Department Sexual Assault Cold Case Unit (CCU)**

data by the Site Coordinator for inclusion in the required quarterly and semi-annual progress reports. Printed literature such as quick guides, operational plans, pamphlets, handouts and business cards will be purchased for use during the local, in-house and block training sessions with SART team members and department personnel. Literature will also be produced for the victims of sexual assault with information on how to obtain updates on their case and get in contact with the CCU Detective and/or Sergeant, and other key SART personnel. Victim and officer safety is the utmost concern for detectives within the FPD who routinely conduct pre-planned tactical operations to arrest and subdue suspects. Proper equipment is needed to conduct these operations to ensure officers remain safe if confronted with resistance by suspects. The additional detective within the Cold Case Unit will create a strain on the Sexual Assault Unit's budget which is only allotted a certain number of tactical vests. With an additional person being added, this equates to this officer not having an adequate tactical vest to conduct tactical operations. The CCU would utilize part of the grant funds to make a one-time purchase of tactical safety equipment for one detective for pre-planned tactical operations that will result from working on alcohol/drug facilitated cases.

- General office supplies - printed literature: \$ 450
- General office supplies – pens, paper, file folders, binders, USB drives, digital recorder, file trays, desk organizer: \$1,550
- (2) Apple iPad: \$1,020 X 2 = \$ 2,040
- (1) Cell Phone: \$ 70
- (1) Laptop Computer: \$ 2,447
- (1) Laptop keyboard: \$ 50

## National Sexual Assault Kit Initiative FY 2020

### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

- (1) Laptop protective case: \$55
- (2) Laptop monitor: \$300 X 2 = \$ 600
- (1) Laptop speakers: \$ 110
- (1) Tactical vest with ballistic armor: \$ 2,292

#### **Total Supplies for Year 1: \$ 9,664**

- General office supplies – pens, paper, file folders, binders, USB drives = \$ 1,000

#### **Total Supplies for Year 2: \$ 1,000**

- General office supplies – legal pads, post its, binder clips, pens, paper, binders, = \$ 1,000

#### **Total Supplies for Year 2: \$ 1,000**

- General office supplies – legal pads, post its, binder clips, pens, paper, binders, = \$ 1,000

#### **Total Supplies for 3 years: \$11,664**

#### **F. CONSTRUCTION: N/A**

#### **G. SUBAWARDS:**

#### **Full-time James Rowland Crime Victim Assistance Center Advocate**

In cooperation with the James Rowland Crime Victim Assistance Center, a full-time sexual assault Victim Advocate will be assigned to the FPD CCU and SAU for the entire performance period of the grant. The duties will consist of maintaining a caseload of sexual assault victims to ensure that the best victim – centered approach is applied. In the early stages of the investigations, the advocate will assist with providing support, counseling, and mental health services as needed by the victim. The advocate will also assist with informing the victim of the laws and regulations governing their rights as a victim and determine eligibility for services from

## National Sexual Assault Kit Initiative FY 2020

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### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

the crime victim assistance. As cases move into the court process, the advocate will assist with the preparation of victim impact statements and accompany crime victims and witnesses to court for support and assistance. The advocate will also be responsible for assisting the Detectives with providing crisis intervention and advocacy services to survivors of sexual assault and gender based violence. They will conduct and assist with follow up and case management services along with providing in person counseling, client intakes, safety plan assessment and referrals.

The advocate will participate in SART, the MDT, along with the CCU detectives to ensure a multidisciplinary approach centered on the victim is being followed during back log investigations.

- (1) FTE Victim Advocate: \$93,500 per year X 3 years = \$ 280,500

**Total for Victim Advocate for 3 years: \$ 280,500**

#### **H. PROCUREMENT CONTRACTS - N/A**

#### **I. OTHER COSTS –**

**Testing of SAKs** – The additional testing of SAKs to ensure the best technology available is utilized. SAKs that are determined to have only been tested with serology only testing and/or deemed by the Crime Specialist/Criminalist expert as being “partially tested” or require additional testing will be resubmitted for analysis. CCU Detectives will continue respecting the wishes of victims and not test those SAKs where the victim chooses not to participate in the investigation. If further testing could be utilized to obtain a possible CODIS eligible suspect DNA profile on other cases, additional items of evidence will be submitted to the lab for testing. This further testing will include, but not limited to, Y-STR and Genealogy testing (if needed).

- Year 1: 154 tests X \$1,300 per kit tested = \$ 200,200
- Year 2: 154 tests X \$1,300 per kit tested = \$ 200,200



## National Sexual Assault Kit Initiative FY 2020

### Fresno Police Department Sexual Assault Cold Case Unit (CCU)

- Year 3: 77 tests X \$1,300 per kit tested = \$ 100,100

**Total cost for testing for 3 year period = \$ 500,500**

**Cell phone and iPad monthly service costs** – These devices will be used by the Alcohol/Drug Facilitated Investigator and Site Coordinator for Years 1, 2 and 3 of the grant, the CCU Investigator for Years 2 and 3 of the grant, and the third CCU Investigator for Year 3. The devices will be used for daily investigative duties, trainings and field responses.

- Year 1: Cell phone monthly costs (\$50 per month X 1 device X 12 months) = \$ 600
- Year 1: iPad monthly costs (\$50 per month X 2 devices X 12 months) = \$ 1,200
- Year 2: Cell phone monthly costs (\$50 per month X 2 devices X 12 months) = \$ 1,200
- Year 2: iPad monthly costs (\$50 per month X 3 devices X 12 months) = \$ 1,800
- Year 3: Cell phone monthly costs (\$50 per month X 3 devices X 12 months) = \$ 1,800
- Year 3: iPad monthly costs (\$50 per month X 4 devices X 12 months) = \$ 2,400

**Total cost for monthly service costs = \$ 9,000**

**Total Other Costs for 3 year period = \$ 509,500**

**J. INDIRECT COSTS – N/A**

**TOTAL PROJECT COST - \$ 2,186,109**

**Project Timeline**

National Sexual Assault Kit Initiative

**Goal : To investigate cold case sexual assaults within the City of Fresno.**

**Objective 1: Establish and prioritize cold case protocols utilizing the Fresno Police Department Sexual Assault Unit's operations manual; and maintain sustainability.**

	<u>Activity/Deliverable</u>	<u>Timeline</u>	<u>Responsible person/party</u>
1a	Input cold case data into SAFE-T	Quarter 1 - 10/1/20-12/31/20	FPD - Det. Cooney
1b	Review FPD inventory and identify "Partially" tested SAK's and submit for complete testing.	Quarters 1-12 10/1/20-9/30/23	FPD - Heredia-Frausto/ Det. Cooney
1c	Prioritize alcohol/drug facilitated cases based on victim response	Quarter 1 - 10/1/20-12/31/20	FPD - Sgt. Reyes
1d	Finalize cold case load priority list	Quarter 1 - 10/1/20-12/31/20	FPD - Sgt. Reyes
1e	Investigative review of cold cases and alcohol/drug facilitated cases	Quarters 1-12 10/1/20-9/30/23	FPD - Dets. Cooney and Skamel
1f	Promote the Sexual Assault Cold Case Hotline	Quarter 1-12 10/1/20-9/30/23	FPD - Det. Cooney

**Objective 2: Maintain chain of custody and ensure delivery of SAKs and other evidence to laboratory; purchase a storage freezer to ensure evidentiary value of the stored items.**

	<u>Activity/Deliverable</u>	<u>Expected Completion Date</u>	<u>Responsible Person/party</u>
2a	Purchase storage freezer	Quarter 1 10/1/20 - 12/31/20	FPD - Det. Cooney
2b	Notify victims about the status of their case	Quarter 1-12 10/1/20-9/30/23	FPD - Det. Cooney

**Objective 3: Conduct a comprehensive investigation of sexual assault cold case from the priority list.**

	<u>Activity/Deliverable</u>	<u>Expected Completion Date</u>	<u>Responsible Person/party</u>
3a	Obtain DNA samples to confirm or rule out potential suspects, based on Department of Justice lab results	Quarters 2-12 1/1/21-9/30/23	FPD - Det. Cooney/CalDOJ BFS
3b	File cases with the District Attorney's Office	Quarters 2-12 1/1/21-9/30/23	FPD - Det. Cooney/ DDA Galstan
3b	Ensure that victims receive advocacy follow-up and resources	Quarters 2-12 1/1/21-9/30/23	FPD - Det. Cooney/ Fresno County Victim Services (CVAC)

## Project Timeline

### National Sexual Assault Kit Initiative

<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 Sexual Assault Unit briefings	Quarters 1-12 10/1/20-9/30/23	FPD - Det. Cooney/ Sgt. Reyes
4b	Attend Bi-monthly SART Meetings	Quarters 1-12 10/1/20-9/30/23	FPD - Det. Cooney/Sgt. Reyes
4c	Attend mandatory annual SAKI workshops	TBD	FPD - Det. Skamel/ Sgt. Reyes
4d	Attend CASAIA training	TBD	FPD - Dets. Skamel/Cooney/Taylor/Sgt. Reyes/CVAC Advocate
4e	Attend Violent Crime Behavioral Analysis Seminar (VCBAS)	TBD	FPD - Dets. Skamel/Cooney/Taylor/Sgt. Reyes

### LEGEND

Cal DOJ - California Department of Justice Crime Laboratory  
 CASAIA - California Sexual Assault Investigator's Association  
 DA - Fresno County District Attorney's Office  
 FPD - Fresno Police Department  
 CVAC - Crime Victim Assistance Center  
 SAFE-T - Sexual Assault Forensic Evidence - Tracking  
 SART - Sexual Assault Response Team

**Department of Justice (DOJ)**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Chief Andrew Hall  
City of Fresno  
2600 Fresno Street  
Fresno, CA 93721-3620

Dear Chief Hall:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Fresno for an award under the OJP funding opportunity entitled "SAKI: Comprehensive Approach to Unsubmitted Sexual Assault Kits." The approved award amount is \$2,186,109. These funds are for the project entitled Comprehensive Approach to Unsubmitted Sexual Assault Kits, investigation and victim support..

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Fresno 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.

Please direct questions regarding this award as follows:

- For program questions, contact Lauren Troy, Program Manager at (202) 598-9472; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

Chief Andrew J. Hall  
City of Fresno  
2600 Fresno Street  
Fresno, CA 93721-3620

Dear Chief Hall:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 17

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Fresno 2600 Fresno Street Fresno, CA 93721-3620		4. AWARD NUMBER: 2020-AK-BX-0002	
2a. GRANTEE IRS/VENDOR NO. 946000338		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023	
2b. GRANTEE DUNS NO. 071887855		6. AWARD DATE	7. ACTION Initial
3. PROJECT TITLE Comprehensive Approach to Unsubmitted Sexual Assault Kits, investigation and victim support.		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - Sexual Assault Kit Initiative) Pub. L. No. 116-93, 133 Stat 2317, 2408		10. AMOUNT OF THIS AWARD \$ 2,186,109	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.833 - National Sexual Assault Kit Initiative		11. TOTAL AWARD \$ 2,186,109	
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Andrew J. Hall Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR    FUND CODE    BUD. ACT.    DIV. REG.    SUB.    POMS    AMOUNT X            B            AK            80            00            00            2186109		21. VAKUGT2330	



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2020-AK-BX-0002

AWARD DATE

*SPECIAL CONDITIONS*

1. 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](http://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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2020-AK-BX-0002

AWARD DATE

*SPECIAL CONDITIONS*

2. 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 FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

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. 200.333.

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.

3. 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.

4. 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.





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2020-AK-BX-0002

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*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) 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, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, 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://www.ojp.gov/training/fmts.htm>. 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.

6. 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.

7. 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 adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. 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).



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9. 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) and (2).

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) and (2) 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) and (2).

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



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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) and (2).

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.

10. 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 200.79) 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.

11. 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.

12. 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.



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13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

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. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. 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.



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14. 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.

15. 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.

16. 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").

17. 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.

18. 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://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. 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.

20. 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.

21. 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.

22. 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."

23. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination 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, currently, 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.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) 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/FY20AppropriationsRestrictions.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.

26. 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>.





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27. 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.



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28. 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.

29. 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.

30. 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.

31. 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.



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32. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

33. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

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.

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.

36. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 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 \$25,000, 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).



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*SPECIAL CONDITIONS*

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. 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.

39. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-AK-BX-0002 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. 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." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

40. 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.

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.



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42. Cooperating with OJP Monitoring

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

43. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

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.

45. 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 Grant Adjustment Notice (GAN) will be issued removing this special condition.

46. Withholding of funds: NEPA environmental assessment

The recipient agrees not to obligate, expend, or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and a Grant Adjustment Notice has been issued removing this condition.



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*SPECIAL CONDITIONS*

47. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
48. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
49. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
50. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Fresno

Awards under this program will be used to (1) plan or implement a coordinated community response ensuring a just resolution of the evidence found in previously unsubmitted SAKs; or (2) identify, collect, and profile the DNA of samples from convicted offenders who should have samples in CODIS, but from whom samples were not collected or submitted to a testing lab. Funded projects may involve the use of chemicals as part of the response to unsubmitted SAKs. Grant-funded projects involving the use of chemicals are subject to the National Environmental Policy Act and related federal environmental impact review requirements, hereafter referred to as NEPA. The scope of the proposed project is such that it may not qualify for a categorical exclusion as contained Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee will need to complete a checklist regarding the proposed use of chemicals in the project, and may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS). For more information on NEPA requirements, including which projects may qualify for Categorical Exclusions, and the preparation of an EA or an EIS, please see <https://www.bja.gov/Funding/nepa.html>.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2020-AK-BX-0002

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This project is supported under FY20(BJA - Sexual Assault Kit Initiative) Pub. L. No. 116-93, 133 Stat 2317, 2408

1. STAFF CONTACT (Name & telephone number)

Lauren Troy  
(202) 598-9472

2. PROJECT DIRECTOR (Name, address & telephone number)

Desiree L. Perry  
Business Manager  
2600 Fresno Street  
Fresno, CA 93721  
(559) 621-2053

3a. TITLE OF THE PROGRAM

SAKI: Comprehensive Approach to Unsubmitted Sexual Assault Kits

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

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

5. NAME & ADDRESS OF GRANTEE

City of Fresno  
2600 Fresno Street  
Fresno, CA 93721-3620

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 2,186,109

10. DATE OF AWARD

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The National Sexual Assault Kit Initiative (SAKI) supports the Department's criminal justice priorities of reducing violent crime and supporting law enforcement officers and prosecutors by: (1) providing jurisdictions with resources to address sexual assault kits (SAKs) in their custody that have not been submitted to a forensic laboratory for testing with Combined DNA Index System (CODIS)-eligible DNA methodologies; and (2) improving investigation and prosecution in connection with evidence and cases resulting from the testing process; and (3) providing sites with resources to collect DNA samples from qualifying individuals who should have a sample in CODIS (based on the type and time of the offense in relation to applicable state law), but from whom a sample has never been collected or submitted to a laboratory for testing. In addition, SAKI will provide investigators with assistance in how to more effectively question subjects, which could provide stronger investigative leads and build stronger prosecutorial cases, which in turn could help solve more crimes.

The FY 2020 National SAKI Program will provide funds to recipients to implement or enhance the comprehensive BJA model to address the issues that underline



the problem of unsubmitted SAKs or to expand their existing SAKI project to include the collection of lawfully owed DNA samples from convicted offenders. In FY 2020, National SAKI Program funding is available under four Purpose Areas.

Recipients under Purpose Area 1: Comprehensive Approach to Unsubmitted Sexual Assault Kits, will implement a comprehensive approach to unsubmitted SAKs that includes all three elements of the BJA model: Inventory all unsubmitted SAKs; Create a multidisciplinary working group; Designate a site coordinator. The goal of SAKI is the creation of a coordinated community response that ensures just resolution of these cases, whenever possible, through a victim-centered approach, and to build jurisdictions' capacities to prevent the development of conditions that lead to high numbers of unsubmitted SAKs. This holistic program provides jurisdictions with resources to address their unsubmitted SAKs, including support to inventory, test, and track SAKs; create and report performance metrics; access necessary training to increase effectiveness in addressing the complex issues associated with these cases and engage in multidisciplinary policy development, implementation, and coordination; and improve practices related to investigation, prosecution, and victim engagement and support in connection with evidence and cases resulting from testing. Grant recipients must also enter all "criteria cases" into ViCAP (before the end of the grant period) to increase the chances of identifying and apprehending violent serial offenders who pose a serious threat to public safety.

CA/NCF