

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO and THE COUNTY OF FRESNO**

FY 2021 National Sexual Assault Kit Initiative Grant Program

This Agreement, which incorporates United State Department of Justice, Bureau of Justice Assistance project number 15PBJA-21-GG-0431-SAKI including Certifications and Assurances, is made and entered into this 12th day of July, 2022, by and between the County of Fresno, 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"), witnesseth:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs/allocation of funds is dictated by the 2021 National Sexual Assault Kit Initiative Grant Program (hereinafter referred to as the "Program") award documents, and compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Program is intended to enhance the collaborative effort between the Fresno Police Department and the Fresno County District Attorney's Office in the collection of lawfully owed DNA. The Fresno County District Attorney's Office will provide criminal case information and statutory information upon request of the Fresno Police Department to execute the initiative;

WHEREAS, the CITY, and COUNTY agree to comply with all requirements of the Program, and in accordance with all applicable statutes, regulations, OMB circulars, and guidelines.

WHEREAS, the CITY and COUNTY believe that implementation of the Program as described herein will further the above goal, and to this end agree to coordinate reference herein.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, and of the mutual promises contained herein, the COUNTY and CITY agree as follows:

Section 1.

The CITY and COUNTY have agreed that the CITY will act as Fiscal Agent for purposes of the FY 2021 National Sexual Assault Kit Initiative Grant Program. The CITY and COUNTY have agreed neither party will seek costs associated with administering Program funds. Contingent upon funding being available, CITY agrees to allocate funding to the COUNTY in the amount of \$25,560 during years two and three of the performance period of the grant, not to exceed \$51,120 in grant funds allocated to the COUNTY throughout the two-year term of this Agreement. The COUNTY allocation of grant funds is further shown in Exhibit A.

Section 2.

CITY and COUNTY agree to use funds for the investigation and prosecution of Sexual Assault Cold Cases until expiration of the Program term, whereupon any unused funds shall be remitted to the U.S. Department Of Justice ("DOJ"), Office of Justice Programs ("OJP"), Bureau of Justice Assistance ("BJA"), consistent with Program requirements.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the California Tort Claims Act. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the California Tort Claims Act.

Section 4.

The term of this Agreement shall begin on October 1, 2022, and shall end on September 30, 2024.

Section 5.

The CITY and COUNTY agree to comply with all requirements of the FY 2021 National Sexual Assault Kit Initiative grant program (42 U.S.C. 3751(a)), and in accordance with all applicable statutes, regulations, Office of Management and Budget ("OMB") Circulars, and guidelines, including the OJP Financial Guide. COUNTY agrees to provide the CITY, as Fiscal Agent, with all required financial reporting within 30 days after the end of each quarter and quarterly programmatic reporting information no later than the 30 days following the end of each quarter, in a format approved by the CITY.

Section 6.

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employees, including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters. Further and without limitation, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing, and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement.

Section 10.

Each party shall, at any time during business hours, and as often as each party may reasonably deem necessary, make available to each other for examination all of its records and data, with respect to the matters covered by this Agreement, for a period of three years following the close-out of the 2021 National Sexual Assault Kit Initiative (SAKI) grant program.

Section 11.

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

Section 12.

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

Section 13.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writing, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

Section 14.

Each party represents that it and the person signing on its behalf has full authority to execute and enter into this Agreement.

This Agreement is subject to ratification by the approval of the Fresno City Council, and the County Board of Supervisors.

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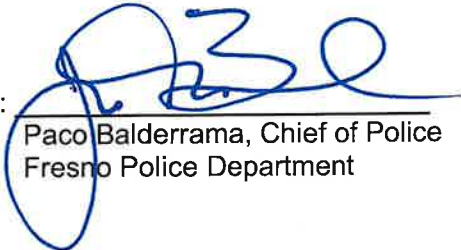
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO

By: 
Georgeanne White, City Manager
City of Fresno

By: 
Paco Balderrama, Chief of Police
Fresno Police Department

ATTEST:
TODD STERMER, CMC
City Clerk

By:  8/21/23
Deputy

APPROVED AS TO FORM:

~~RINA GONZALES~~ **ANDREW JANZ**
Interim City Attorney

By:  8/16/23
Brannon M. Collier Date
Deputy City Attorney

COUNTY OF FRESNO

By: 
Brian Pacheco, Chairman of the Board
of Supervisors of the County of Fresno

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

By: 
Deputy

Account No.: 4375
Fund No.: 0001
Org No.: 2860
Subclass: 10000

Address:
City of Fresno
Attn: Chief Paco Balderrama
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

*By law, the Fresno City Attorney's Office may only advise or approve the form of contracts or legal documents on behalf of its clients. It may not advise or approve the form of contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval as to the form of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Exhibit A

Fresno County District Attorney's Office				
	Federal \$ - Year 1	Federal \$ - Year 2	Federal \$ - Year 3	Total
.10 FTE Deputy District Attorney Salary & Fringe	0	25,560	25,560	51,120
	0	25,560	25,560	51,120