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**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FRESNO and COUNTY OF FRESNO
(ALL OF FRESNO COUNTY, STATE OF CALIFORNIA)**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2022 LOCAL SOLICITATION**

This Agreement, which incorporates Grant Management System Award Number 15PBJA22-GG-002061-JAGX, including the Certifications and Assurances, is made and entered into this 11th day of April 2023, by and between the County of Fresno, acting by and through its governing body, the County Board of Supervisors (COUNTY), and the City of Fresno, acting by and through its governing body, the City Council (CITY), all of Fresno County, State of California, witnesseth:

RECITALS

WHEREAS, this Agreement is made under the authority of Section 930 through 930.6 of the Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments only from current Edward Byrne Memorial Justice Assistance Grant Program (JAG) revenues annually appropriated and available to that party; and

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 fairly divides JAG funding and compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the County of Fresno is a disparate jurisdiction. Allocation amounts for disparate jurisdictions appearing on the 2022 JAG allocation list are suggested amounts based on what each jurisdiction would have been eligible to receive if there was no identified disparity. Disparate jurisdictions are responsible for determining individual allocations and documenting individual allocations in a Memorandum Of Understanding. The suggested allocation amounts are as follows: the CITY shall receive \$229,282, and the COUNTY shall receive \$95,930; and

WHEREAS, jurisdictions certified as disparate must identify a fiscal agent who will submit a joint application for the total eligible allocation. The fiscal agent will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of funds. Up to 10 percent of the JAG award funds may be used for costs associated with administering JAG funds; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds as suggested on the 2022 JAG allocation noted above.

AGREEMENT

NOW THEREFORE, 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 2022 JAG. The CITY and COUNTY have agreed neither party will seek costs associated with administering JAG funds. Contingent upon funding being available, CITY agrees to allocate funding to the COUNTY in the amount of \$95,930 from the FY 2022 JAG funds within 30 days of receipt of funds by City.

Section 2.

COUNTY and CITY agree to use funds for the JAG until expiration of the FY 2022 JAG 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.

Section 4.

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 5.

The CITY and COUNTY agree to comply with all requirements of the Edward Byrne Memorial Justice Assistance Grant Program (34 U.S.C. 10153(a)), and in accordance with all applicable statutes, regulations, Office of Management and Budget (OMB) Circulars, and guidelines, including the OJP Financial Guide. The COUNTY agrees to provide the CITY, as Fiscal Agent, with all required financial reporting within 30 days after the end of each quarter and semi-annual programmatic reporting information no later than the 30 days following the end of each six-month period, 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 hold the other party harmless for 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.

CITY shall indemnify, hold harmless and defend County of Fresno and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by County of Fresno, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing

herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

County of Fresno shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, County of Fresno or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of County of Fresno or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by County of Fresno of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and County of Fresno or any of its officers, officials, employees, agents or volunteers, 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.

This section 6 shall survive termination or expiration of this Agreement.

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. For all claims arising out of or related to this Agreement, 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).

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 JAG expiration.

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 approval of the Fresno County Board of Supervisors.**

Section 15.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties hereto according to its terms and conditions.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

UEI #

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 A. White, City Manager
City of Fresno

By: _____
Paco Balderrama, Chief of Police
Fresno Police Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: ASR 4.26.23
Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

COUNTY OF FRESNO

By: Sal Quintero
Sal Quintero, 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: Hanane, Deputy

Address:
County of Fresno
Attn: John Zanoni, Sheriff
Fresno County Sheriff's Office
2200 Fresno Street
Fresno, CA 93717

Fund: 0095
Subclass: 17655
Org: 1456
Account: 4375

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).