

15-680
7/30/15

CITY OF FRESNO
City Clerk's Office (Original)

**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 2015 LOCAL SOLICITATION**

This Agreement, which incorporates GMS Application Number BJA-2015-4167 including Certifications and Assurances, is made and entered into this 11th day of August, 2015, by and between the County of Fresno, acting by and through its governing body, the County Board of Supervisors hereinafter referred to as COUNTY, and the City of Fresno, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of Fresno County, State of California, witnesseth:

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 2015 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 the MOU. The suggested allocation amounts were as follows: the CITY an amount of \$202,399 and the COUNTY an amount of \$59,746; and

WHEREAS, jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the total eligible allocation and who will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of funds, and 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 2015 JAG allocation noted above.

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 2015 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 \$59,746 from the FY 2015 JAG funds.

Section 2.

COUNTY and CITY agree to use funds for the JAG until expiration of the FY 2015 JAG term, whereupon any unused funds shall be remitted to the US DOJ-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 (42 U.S.C. 3751(a)), and in accordance with all applicable statutes, regulations, 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 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 (3) 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 the Fresno County Board of Supervisors.**

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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: Bruce Rudd
Bruce Rudd, City Manager
City of Fresno

By: Jerry Dyer
Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:
YVONNE SPENCE
City Clerk

By: Sherri L. Badetocher
Deputy
8/26/2015

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon M. Collet 8/18/15
Deputy City Attorney

Address:
City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

COUNTY OF FRESNO

By: Deborah A. Poochigian
Deborah A. Poochigian, Chairman
Board of Supervisors

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: Susan Bishop - Deputy

REVIEWED & RECOMMENDED
FOR APPROVAL:

By: Margaret Mims
Margaret Mims, Sheriff-Coroner

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG
County Counsel

By: Janell E. Kelly
Deputy

APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

By: Vicki Crow

Address:
County of Fresno
Attn: Margaret Mims, Sheriff-Coroner
Fresno County Sheriff's Department
2200 Fresno Street
Fresno, CA 93717

*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).