

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF FRESNO, CITY OF CLOVIS, CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, MENDOTA AND COUNTY OF FRESNO BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

This Agreement is made and entered into as of this 17th day of September, 2013, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as COUNTY), The CITY OF CLOVIS, a municipal corporation (hereinafter referred to as CLOVIS), and the CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, and MENDOTA acting through their respective governing bodies, (hereinafter referred to as CITIES), and the CITY OF FRESNO, a municipal corporation (hereinafter referred to as CITY).

WHEREAS, the Governor's 2012 and 2013 State Budgets allocated to local law enforcement statewide for front line law enforcement needs (the "Program"); and

WHEREAS, The Governor's budget charged the California Board of State and Community Corrections ("BSCC") with determining a formula for disbursement of the Program funds. BSCC voted to distribute funds of \$1,019,600 to Fresno County with allocation to be determined by the Fresno County Police Chief's Association, and the CITY, CLOVIS, CITIES and COUNTY have all agreed that the CITY will act as Fiscal Agent; and

WHEREAS, the State has legislatively identified these funds for a three year (3) period, and continuance of the Program is contingent upon availability of future funding, and should funding cease, all parties have the option to continue or discontinue their participation in this program; 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 Program 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 Program funding and compensates the performing party for the services or functions under this Agreement, and that all parties agree to support the E-filing system through continued funding of the E-filing system; and

WHEREAS, All parties agree to use funds to support law enforcement needs regionally, and in collaboration with other police departments to address crime impacts, in partnership or collaboration with probation, employing best and promising practices, focusing on serious, violent crimes and habitually non-compliant offenders, to be supported by crime and data analysis for greatest impact and to provide evaluative information to support demonstration of outcomes, consistent with Program requirements; and

WHEREAS, E-filing will allow for cost savings for the CITY, CITIES, and CLOVIS through reduction of staff and transportation costs; and

WHEREAS, the CITY, CITIES, CLOVIS and COUNTY believe it to be in their best interests to allocate the BSCC funds on the terms herein; and

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

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

Section 1.

The E-filing system shall consist of the following: Participating law enforcement agencies will submit cases to be criminally prosecuted through a dedicated file server maintained by the COUNTY, through the Fresno County Sheriff's Office. Each agency will have their own protected folders on the dedicated server in which agencies will place documentation required to be reviewed by COUNTY's Office of the District Attorney to initiate criminal charges. The Office of the District Attorney will have access to these folders located on the dedicated server, and will print out hard copies of the evidence and paperwork to be reviewed by the Office of the District Attorney's filing deputies. Once a filing decision has been made, the Office of the District Attorney will notify the submitting agency, and will then either file the criminal charges with the court, send the case back to the submitting agency for further investigation, or reject the request for criminal charges.

Section 2.

This Agreement is intended to set forth the distribution of the Fiscal Years 2013 through 2015 Program allocation only. CITY will make its best efforts to distribute Program funds pursuant to this Agreement by September 1, 2013, or upon the execution of this Agreement by all parties, whichever is later. This Agreement may be amended to provide for future Program allocations. This funding will cover, at a minimum, the Office of the District Attorney's costs of the E-filing system for the fiscal years 2014-2016, as outlined in Exhibit A.

In the event Program funding ceases, CITY, CITIES & CLOVIS shall be responsible to fund their proportionate share of the cost of the E-filing system, such proportionate share to be determined by the number of cases CITY, CITIES & CLOVIS submits for review to the Office of the District Attorney. In the alternative, a party may opt out of the E-filing system. If the number of parties opting out of the E-filing system is such that there are insufficient funds allocated to achieve the operational requirements of the E-filing system, as determined by the Office of the District Attorney, the Office of the District Attorney may, upon its option, discontinue the E-filing program. All other costs incurred by any party as a result of this Agreement shall be the sole responsibility of that party.

Section 3

This Agreement may be terminated by any party, without cause, upon the giving of thirty (30) days advanced written notice to the other parties of an intention to terminate. Upon any such termination, any unused Program funds and equipment of the terminating party will be returned to the Fiscal Agent based on generally accepted accounting principles.

Section 4.

Contingent upon State funding being available, the CITY agrees to allocate to the COUNTY an amount of Program funds to cover costs associated with the implementation of the

E-Filing system by the Office of the District Attorney; to include the hiring of eight (8) staff assistants and one supervising office assistant as employees of the Office of the District Attorney, printers, network fees and associated costs, office supplies and materials toward the implementation of the e-filing processes, in the amount for year one of \$488,623, such amount and costs shown in Exhibit A.

Section 5.

Contingent upon State funding being available, The CITY agrees to allocate to the City of CLOVIS Police Department the amount of \$82,300 of Program funds for the hiring of a Crime Analyst as an employee of the Clovis Police Department to develop and maintain an active data base that can be shared regionally between municipalities, training and other operational needs to include hardware, software and data sharing capabilities. Costs are shown in Exhibit A under CLOVIS.

Section 6.

Contingent upon State funding being available, The CITY shall use the remaining \$448,677 of Program funds to hire Crime Analysts and purchase software and hardware necessary for the Crime Analysts related to Quantitative Social Science data analysis and collection. CITY will hire five (5) Crime Analysts as employees of the Fresno Police Department to develop and maintain an active database to be shared regionally between municipalities. One of the five Crime Analysts will be housed at the Kingsburg Police Department and be supervised by a Kingsburg supervisor; the position will specifically focus on Eastern Cities in the County. The four other Crime Analysts will be housed at the Fresno Police Department and supervised by a Fresno Police supervisor; three of these four Crime Analysts will be focused on Fresno metropolitan crime data; the other of these four Crime Analysts will be housed in the Fresno Police Department and address Western Cities in the County. Funds will also be allocated toward training in the collection and dissemination of crime analysis and provide systematic analysis for identifying and analyzing patterns and trends in crime and disorder, and for costs associated with the development and operational needs of the program. Costs are shown in Exhibit A under CITY.

Section 7.

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

Section 8.

For the purpose of this section, PUBLIC ENTITY shall be defined to include COUNTY, CITIES, and CLOVIS.

PUBLIC ENTITY 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, PUBLIC ENTITY 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 directly or indirectly from the negligent or intentional acts or omissions of PUBLIC ENTITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

CITY shall indemnify, hold harmless and defend PUBLIC ENTITY 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 CITY, PUBLIC ENTITY 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 directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of PUBLIC ENTITY or any of its officers, officials, employees, agents or volunteers, and CITY 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 shall survive termination or expiration of this Agreement.

Section 9.

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 10.

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

Section 11.

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 12.

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 13.

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 Program expiration. If payments made pursuant to this Agreement exceed ten thousand dollars \$(10,000.00), the parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under this Agreement (Government Code section 8546.7).

Section 14.

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 15.

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 16.

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 on the subject matter hereof unless expressly included in this Agreement. Any amendment must be in writing and approved by all parties.

Section 17.

Each party represents that it and the person signing on its behalf has full authority to execute and enter into this Agreement. This Agreement may be executed in counterparts.

- **This Agreement is subject to ratification by the approval of the Fresno City Council, Clovis, Huron, Coalinga, Firebaugh, Orange Cove, Reedley, Parlier, Kerman, Kingsburg, Fowler, Selma, Sanger, Mendota City Council and the Fresno County Board of Supervisors.**

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: [Signature]
Jerry Dyer, Chief of Police
Fresno Police Department

COUNTY OF FRESNO

By: [Signature]
Henry Perea, Chairman
Board of Supervisors 9/17/13

ATTEST:
YVONNE SPENCE
City Clerk

By: [Signature]
Deputy 10/4/2013

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: [Signature], Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney

By: [Signature], Date 10/3/13
Supervising Deputy

REVIEWED & RECOMMENDED
FOR APPROVAL:

By: [Signature]
Elizabeth Egan, District Attorney

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

APPROVED AS TO LEGAL FORM:
KEVIN BRIGGS
County Counsel

By: [Signature] 8-22-13
Deputy

CITY OF CLOVIS

By: [Signature] 10/2/13
Janet Davis, Chief of Police

ATTEST:
Chad Fitzgerald, Interim City Clerk

By: [Signature]
Deputy

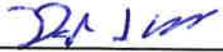
APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

By: [Signature]

Address: County of Fresno
Attn: Elizabeth Egan
Fresno County District Attorney
2200 Tulare Street, 10th Floor, STE1000
Fresno, CA 93721

→ [Signature]
City Manager

APPROVED AS TO FORM:
Attorney for City of Clovis

By: 
David Wolfe

Address: City of Clovis
Attn: Chief Janet Davis
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

CITY OF MENDOTA

By: 
Name: Donald F. Pawley
Title: Interim City Manager

APPROVED AS TO FORM:
Attorney for City of Mendota

By: 
Name: Meggin Beranian

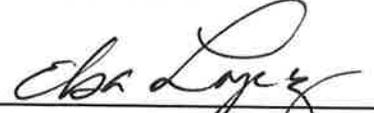
Address:
City of Mendota
Attn: Chief Jerry Galvan
Mendota Police Department

FOR APPROVAL:

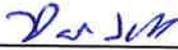
By: 
Margaret Mims, Sheriff

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

CITY OF FIREBAUGH

By: 
Name: ELSA LOPEZ
Title: Chief of Police

APPROVED AS TO FORM:
Attorney for City of Firebaugh

By: 
Name: David Wolfe, Lozano Smith

Address:
City of Firebaugh
Attn: Chief Elsa Lopez
Firebaugh Police Department

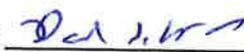
CITY OF PARLIER

By: _____

Name: DAVID CARA 

Title: CHIEF OF POLICE

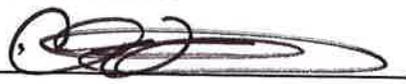
APPROVED AS TO FORM:
Attorney for City of Parlier

By:  _____

Name: David Wolfe, Lozano Smith

Address:
City of Parlier
Attn: Chief OF Police
Parlier Police Department
8770 S. Mendocino Avenue
Parlier, CA 93648

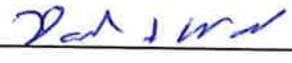
CITY OF SANGER

By:  _____

Name: Charles Brian Haddix

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Sanger

By:  _____

Name: David Wolfe, Lozano Smith

Address:
City of Sanger
Attn: Chief Silver Rodriguez
Sanger Police Department
1700 - 7th Street
Sanger, CA 93657

CITY OF COALINGA

By: 
Calvin Minor, Chief of Police

~~ATTEST:
Wanda Earls, City Clerk~~

By: _____
Deputy

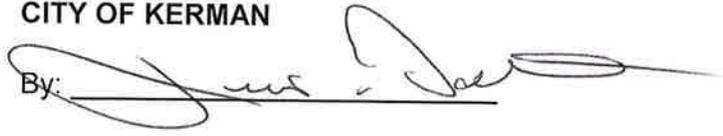
APPROVED AS TO FORM:
Attorney for City of Coalinga

By: 

Name: David Wolff, Lozano Smith

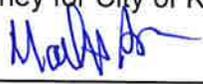
Address:
City of Coalinga
Attn: Chief Calvin Minor
Coalinga Police Department
270 N. 6th Street
Coalinga, CA 93210

CITY OF KERMAN

By: 

Name: _____
Luis Patlan
Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Kerman

By: 

Name: MARK A. BLUM

Address:
City of Kerman
Attn: Chief Joseph Blohm
Kerman Police Department
850 S. Madera Avenue
Kerman, CA 93630

CITY OF KINGSBURG

By: 

Name: JEFF DUNN

Title: POLICE CHIEF

APPROVED AS TO FORM:
Attorney for City of Kingsburg

By: 

Name: Michael J. Doland

Address:
City of Kingsburg
Attn: Chief Jeff Dunn
Kingsburg Police Department

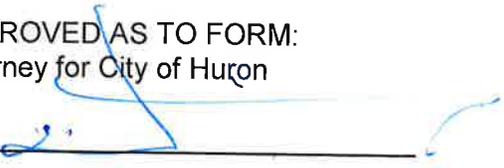
CITY OF HURON

By: 

Name: G Forde

Title: City Mgr

APPROVED AS TO FORM:
Attorney for City of Huron

By: 

Name: Noel Costanzo

Address:
City of Huron
Attn: Chief of Police
Huron Police Department
P.O. Box 339
Huron, CA 93234

CITY OF REEDLEY

By: 

Name: Nicole Zeba

Title: City Manager

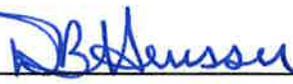
APPROVED AS TO FORM:
Attorney for City of Reedley

By: 

Name: David Wolfe, Luzano Smith

Address:
City of Reedley
Attn: Chief Joe Garza
Reedley Police Department
843 "G" Street
Reedley, CA 93654

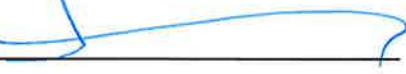
CITY OF SELMA

By: 

Name: D-B HEUSSER

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Selma

By: 

Name: Neal Costanzo

Address:
City of Selma
Attn: Chief Greg Garner
Selma Police Department
1935 E. Front Street
Selma, CA 93662

CITY OF ORANGE COVE

By: 

Name: SAMUEL ESCOBAR

Title: CITY MANAGER

APPROVED AS TO FORM:
Attorney for City of Orange Cove

By: 

Name: Hilda Cuesta Montoy

Address:
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

CITY OF FOWLER

By: 

Name: DAVID ELIAS
David Elias

Title: CITY MANAGER

APPROVED AS TO FORM:
Attorney for City of Fowler

By: 

Name: DAVID WULFE

Address:
City of Fowler
Attn: City Manager, David Elias
Fowler Police Department

EXHIBIT A	Qty	Cost	Year 1
COUNTY			
Fresno County District Attorney			
Staff Assistant /salary with fringe	8	39,395.65	315,165.20
Supervising Office Assistant	1	81,812.00	81,812.00
Rental Desk top computer with network	9	1,941.96	17,477.64
19" flat screen monitor	9	192.86	1,735.74
Voice Over IP phone	9	138.24	1,244.16
O&M for county vehicle	1	7,800.00	7,800.00
Laser Printer	3	5,620.00	16,860.00
Kyocera FS C865ODN cost per page black and white	1	7,220.00	7,220.00
Kyocera FS C865ODN cost per page color	1	8,543.36	8,543.36
Printer LAN charge/connection Fee (\$39.73/mo/device	3	476.76	1,430.28
Printer I-Net Line Charge/network Fee (\$16.18/mo/device	3	194.16	582.48
File Server (1TB@9.3081/GB)(split drive & mirror)	2	9,531.50	19,063.00
Paper supplies	300	31.80	9,540.00
Stapler heavy duty	1	96.45	96.45
Staples/office supplies	26	2.03	52.78
Total			488,623.09
City of Clovis			
Crime Analysts / salary with fringe	1	73,300.00	73,300.00
<i>Clovis is based on FPD projected salary, it may vary slightly as their fringe base is less; any adjustment may be used for operational costs</i>			
Hard ware and software necessary for data collection and sharing, and training		9,000.00	9,000.00
Total			82,300.00
Fresno City Police Department			
Crime Analysts / salary with fringe	5	73,300.00	366,500.00
Hard ware and software necessary for data collection and sharing			50,000.00
Program Development, training and Operational costs			21,892.54
Training			10,284.37
Total			448,676.91
Total			1,019,600.00