

## MEMORANDUM OF UNDERSTANDING

Between the Santa Rosa Police Department and the Sonoma County District Attorney's Office FFY2025 Byrne Justice Assistance Grant (JAG) Program Award

This Memorandum of Understanding (MOU) is executed by and between the Sonoma County District Attorney's Office and the Santa Rosa Police Department (SRPD) regarding the FFY2025 Byrne Justice Assistance Grant (JAG) Program Award. This document supersedes prior versions of the MOU only with respect to funding distribution and serves to formally document an agreed-upon reallocation of funds between the parties.

### I. PURPOSE

The purpose of this Memorandum is to define the responsibilities and funding distribution between the City of Santa Rosa (City) and the County of Sonoma (County) for participation in the FFY2025 Byrne Justice Assistance Grant (JAG) Program. The JAG Program is administered by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), and provides funding to support law enforcement and criminal justice initiatives.

For this grant term, the participating agencies are the Sonoma County District Attorney's Office (SCDA) and the Santa Rosa Police Department (SRPD). The JAG statute identifies the City and County as "disparate jurisdictions," requiring a joint application and shared agreement on the distribution and use of funds.

### II. MISSION AND ROLES

The mission of the JAG program is to prevent or reduce crime and violence and to improve the administration of the criminal justice system. These goals are shared by both SRPD and SCDA.

Each agency is responsible for managing its allocated funds in accordance with JAG program requirements, federal grant regulations, and applicable state and local policies.

#### Fiscal Agent

SRPD will act as the Fiscal Agent and will submit the grant application and all required reports on behalf of both jurisdictions.

#### Modifications

Programmatic or budget modifications will be developed jointly by SRPD and SCDA and submitted in JustGrants by the Fiscal Agent.

#### Reporting

SRPD and SCDA will collaborate on all required reporting, including:

- Quarterly Federal Financial Reports (FFRs) — prepared jointly and submitted by SRPD within 30 days of the end of each quarter
- Performance reporting in BJA's Performance Management Tool (PMT) — completed jointly and uploaded to JustGrants by SRPD
- Semi-annual performance reports — prepared jointly and submitted by SRPD

#### Claims and Reimbursement

JAG funds will be drawn down on a reimbursement basis.

Each agency will:

- Maintain its own supporting documentation and receipts
- Submit quarterly expenditure summaries and supporting documentation to SRPD within 30 days of the end of each quarter

SRPD, as Fiscal Agent, will submit reimbursement requests through the Automated Standard Application for Payments (ASAP) system. Upon receipt of funds, SRPD will reimburse SCDA for its approved share within 30 days.

Remittance to SCDA will be addressed as follows:

Sonoma County District Attorney  
Attn: Shane Lewis  
600 Administration Drive, Room 212J  
Santa Rosa, CA 95403  
(707) 565-2311

#### Closeout

All JAG funds must be obligated by September 30, 2028 (Performance Period). Final financial and performance reports will be prepared jointly and submitted by SRPD within 120 days of the end of the Performance Period.

### III. DISTRIBUTION OF ALLOCATION (AMENDED)

The total joint allocation for the City of Santa Rosa and the County of Sonoma under the 2025 JAG award is \$80,024.

Originally, funding was distributed as follows:

- Santa Rosa Police Department (SRPD): \$50,471
- Sonoma County District Attorney's Office: \$29,553

#### IV. General Terms

- No Joint Venture. Nothing in this MOU is intended to nor shall be deemed to establish a party as a partner, co-venturer or principal and agent with any other party.
- No Assignment. This MOU may not be assigned by any Party.
- Severability. If any provision of this MOU or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this MOU and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated
- Authority. The Parties represent that the individuals whose signatures appear at the end of this document as signatories are authorized by their respective boards to enter into this MOU on behalf of and to bind their respective agencies to the terms of this MOU.
- Counterparts. This MOU may be signed in counterparts and the signature pages combined shall create a document binding on all the Parties.
- No Damages. No Party shall have any liability to any other for damages or otherwise for any default, nor shall any Party have any other claims with respect to performance or non-performance by another Party under this MOU.
- Third Party Beneficiaries. This MOU is intended solely for the benefit of the parties and shall not be construed to create any rights in any person or entity other than the Parties.

#### V. AGREEMENT

By signing below, the parties acknowledge and agree to the funding.

Sonoma County District Attorney's Office

Name: Carla Rodriguez

Title: District Attorney

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Santa Rosa Police Department

Name: John Cregan

Title: Chief

Date: \_\_\_\_\_

Signature: \_\_\_\_\_