

FORM APPROVED COUNTY COUNSEL
 BY: Y. X. Victor 10/22/09
 DATE: MARSHAL VICTOR

638



**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBMITTAL DATE:
 October 7, 2009

FROM: Sheriff- Coroner- PA

SUBJECT: Acceptance of the FY2009/2010 Solving Cold Cases with DNA Cooperative Award from the U.S. Department of Justice.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Accept a Solving Cold Cases with DNA Cooperative Agreement Award from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice in the amount of \$500,000, and authorize the chairman to sign the award and initial the bottom right corner of each page;
2. Authorize the Sheriff or his designee to administer the grant and submit modifications as necessary; and
3. Approve and direct the Auditor Controller to make the budget adjustments on the attached schedule A.

BACKGROUND: On October 7, 2008 (3.33), the Board of Supervisors accepted the U.S. Department of Justice FY 2008/09 Solving Cold Cases with DNA Cooperative Award. On September 16, 2009, the Riverside County Sheriff's Department was awarded continuation funds for a project aimed at investigating cold cases in which evidence may contain DNA samples. The Cold Case Unit (CCU) will focus exclusively on the investigation of unsolved homicide cases and securing justice for victims and victims' families by solving murders whose investigative trails had long since grown cold.

Will Taylor, Chief of Administration

BR# 10-048

Stanley L. Sniff, Jr.
 Stanley L. Sniff, Jr., Sheriff - Coroner - PA

FISCAL PROCEDURES APPROVED
 BY: Samuel Wong
 ROBERT E. BYRD, AUDITOR-CONTROLLER

Departmental Concurrence

Dep't Recomm.: Policy
 Per Exec. Ofc.: Policy
 Consent
 Consent

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: 100 % Federal Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: Robert Tremaine
 Robert Tremaine

County Executive Office Signature

Prev. Agn. Ref.: 3/31/09 3.40 | District: ALL | Agenda Number: **3.52**

Acceptance of the FY2009/2010 Solving Cold Cases with DNA Cooperative Award from
the U.S. Department of Justice
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BACKGROUND: (continued)

Funding will enable the CCU to work the necessary overtime to effectively review these cases, submit DNA evidence for testing and thoroughly investigate cases with DNA evidence and viable leads. The DNA samples will be tested or retested and results will be received within thirty days for quicker resolutions to the investigations. Through this grant it is anticipated that an increasing number of cold case murders will be solved and the murderers brought to justice.

The grant period is October 1, 2009 through March 31, 2011. No local fund match is required.

The grant documents have been approved as to form by County Counsel.

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$36,103
10000-2500300000-518080	Other Budgeted Benefits	\$1,550
10000-2500300000-524660	Consultants	\$23,127
10000-2500300000-525100	Medical- Lab Services	\$162,520
10000-2500300000-528900	Air Transportation	\$20,000
10000-2500300000-528960	Lodging	\$3,000
10000-2500300000-528980	Meals	\$2,500
10000-2500300000-529080	Rental Vehicles	\$1,200
		<hr/>
		\$250,000

Increase Estimated Revenues:

10000-2500300000-767220	Fed- Other Operating Grants	\$250,000
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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Riverside 4080 Lemon Street 12th Floor Riverside, CA 92501		4. AWARD NUMBER: 2009-DN-BX-K031					
		5. PROJECT PERIOD: FROM 10/01/2009 TO 03/31/2011 BUDGET PERIOD: FROM 10/01/2009 TO 03/31/2011					
1A. GRANTEE IRS/VENDOR NO. 95600943		6. AWARD DATE 09/16/2009	7. ACTION Initial				
		8. SUPPLEMENT NUMBER 00					
		9. PREVIOUS AWARD AMOUNT \$ 0					
3. PROJECT TITLE Solving Cold Cases with DNA - Riverside County Sheriff's Department Cold Case Unit		10. AMOUNT OF THIS AWARD \$ 500,000					
		11. TOTAL AWARD \$ 500,000					
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).							
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09(NIJ - COPS DNA/Forensics) Pub. L. No. 111-8, 123 Stat. 569, 583; 28 USC 530C							
15. METHOD OF PAYMENT PAPRS							
AGENCY APPROVAL		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jeff Stone Chairman, Board of Supervisors					
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE				
AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES		21. IDNSGT0226					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	DN	60	00	00		500000

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

FORM APPROVED COUNTY COUNSEL

BY: MARSHALL VICTOR DATE: 10/22/09



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SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.



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SPECIAL CONDITIONS

6. Due to the substantial Federal involvement contemplated in completion of this project, the National Institute of Justice (NIJ) has elected to enter into a cooperative agreement rather than a grant. This decision is based on NIJ's ongoing responsibility to assist and coordinate projects that deal with DNA analysis and capacity enhancement, and certain other forensic activities. NIJ will provide input and re-direction to the program, as needed, in consultation with the recipient, and will actively monitor the project by methods including but not limited to ongoing contact with the recipient. In meeting programmatic responsibilities, NIJ and the recipient will be guided by the following principles: Responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's budget (as approved by OJP and NIJ), and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with NIJ. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and NIJ. These information requests may include, but are not limited to specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications and/or coordination of related projects.
7. Unless otherwise authorized by NIJ, expenses charged to this award must directly relate to: (a) identification, review, and prioritization of Uniform Crime Report (UCR), Part 1 Violent Crime "cold cases" (cases for which all significant investigative leads have been exhausted) that have the potential to be solved through DNA analysis; (b) identification, collection, retrieval, or evaluation of biological evidence from such cases that reasonably is expected to contain DNA; or (c) performance of DNA analyses on such biological evidence.



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SPECIAL CONDITIONS

8. (a) Accreditation and Privacy Requirements; CODIS; No Research

The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community. The laboratory must undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the FBI.

The recipient shall maintain each DNA analysis conducted under this award, and each stored DNA sample that results from this award, in accordance with the privacy requirements and restrictions on disclosure described in 42 U.S.C. section 14132(b)(3).

The recipient agrees to notify NIJ immediately upon any change in the accreditation status of any of its forensic science laboratories, if applicable.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS).

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ Program Manager for the award.

(b) Nonsupplanting of State or Local Funds

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ immediately if the recipient receives new State or local funding for any of the purposes included in the approved application for this award.

(c) Data collection

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

9. The recipient shall submit a report within 90 days of the end of the award period that, at a minimum, (1) includes a summary and assessment of the program carried out with the funds made available under this Fiscal Year 2009 award and (2) cites the number of additional violent crime cold cases reviewed for DNA evidence, the number of such cases in which biological evidence still existed, the number subjected to DNA analysis, the number that yielded DNA profiles, the number of resulting profiles entered into CODIS, and the number of CODIS hits as a result of the Fiscal Year 2009 award. The recipient shall ensure that all data and information necessary for the report is collected throughout the award period. The report must be submitted to the Office of Justice Programs, on-line through <https://grants.ojp.usdoj.gov/>.



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10. The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.
11. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at <https://grants.ojp.usdoj.gov/>.



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12. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.



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13. To assist in information sharing, the award recipient shall provide the grant manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: This project was supported by Award No. _____ awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public.

14. The recipient shall transmit to the grant monitor copies of all official grant-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
15. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons and with the concurrence of OJP. OJP will not unreasonably withhold concurrence. All successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
16. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award, at any time before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. The recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.
17. Recipient acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

Recipient acknowledges that the Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.



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18. Patents and Inventions.

The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract," "contractor," and "contracting officer" are replaced, respectively, by the terms "award," "award recipient," and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

"(5) The award recipient agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award recipient agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award recipient has applied for a patent.";

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

"(g) Subawards and Subcontracts

"The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions."; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

"(l) Communications

"Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice.".

With respect to any subject invention in which the award recipient, or a subaward recipient or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.



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SPECIAL CONDITIONS

19. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an environmental assessment (EA) as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed Environmental Assessment (EA), it will inform NIJ of (1) any change(s) that it is considering making to the previously assessed activity; (2) any changed circumstances, such as a change in the project site's conditions; or (3) any significant new information. The recipient will not implement a proposed change until NIJ, with the assistance of the recipient, has determined whether the proposed change will require additional review under NEPA. Likewise, in the case of new circumstances or information arising, NIJ, with the assistance of the recipient, will determine if any additional environmental impact analysis is necessary. The approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

20. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and a Grant Adjustment Notice has been issued removing this condition.
21. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.

This prohibition may be waived on an individual basis at the discretion of the Assistant Attorney General for OJP.