

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

426



**FROM:** Sheriff Department

**SUBMITTAL DATE:**  
2/10/14

**SUBJECT:** VAW FY 14 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program and Documents in Support of the Sheriff's Pending FY 14 Application, All Districts. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the Chair to sign the Memorandum of Understanding, Standard Assurances and required letters of certification in support of the pending Sheriff's application.

**BACKGROUND:**

**Summary**

The Sheriff's Department, on behalf of the County and a group of collaborators, including the District Attorney's Office, Probation Department, Adult Protective Services, Alternatives to Domestic Violence, Safe Alternatives for Everyone, Shelter From The Storm, and Riverside Area Rape Crisis Center, will apply for continued funding from the Office on Violence Against Women for arrest policies and enforcement of protection orders to better serve victims of domestic violence among the County's residents.

(Continued on Page 2)

Stanley L. Sniff, Jr.  
Sheriff-PA-Coroner  
Will Taylor, Dir. Of Administration

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office)   |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST            | \$ NA                | \$ NA             | \$ NA       | \$ NA         | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ NA                | \$ NA             | \$ NA       | \$ NA         |   |

**SOURCE OF FUNDS:** NA  
Budget Adjustment: No  
For Fiscal Year: FY 13/14

**C.E.O. RECOMMENDATION:**

APPROVE  
BY:   
Steven C. Horn, MPA

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 25, 2014  
xc: Sheriff

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

3-32

FORM APPROVED COUNTY COUNSEL  
BY: MEAL R. KIPNIS  
DATE: 2/10/14  
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: VAW FY 14 Grants to Encourage Arrest Policies and Enforcement of Protection Orders  
Program and Documents in Support of the Sheriff's Pending FY 14 Application, All Districts. [\$0]**

**DATE: 2/10/14**

**PAGE: 2 of 2 (BR 14-062)**

**BACKGROUND:**

**Summary (continued)**

Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program recognizes that sexual assault, domestic violence, dating violence, and stalking are crimes that require the criminal justice system to hold offenders accountable for their actions through investigation, arrest, and prosecution of violent offenders, and through close judicial scrutiny and management of offender behavior. The Arrest Program is designed to encourage State, local, and Tribal governments and State, local, and Tribal courts to treat sexual assault, domestic violence, dating violence, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. This grant program challenges communities to listen, communicate, identify problems, and share ideas that will result in new responses to ensure victim safety and offender accountability.

The grant solicitation requires that submitted applications include signed originals of the following documents: a Memorandum of Understanding signed by all partners that demonstrates county partners have consulted and coordinated in a meaningful way with nonprofit, private sexual assault and domestic violence programs in the development of the application; a Letter of Registration confirming the County of Riverside's registration with the System for Award Management; a Letter of Certification of compliance to a list of conditions; Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances of Eligibility Certification; Confidentiality Notice Form and a Letter of Non-supplanting certifying that Federal funds will not be used to supplant State or local funds should a grant award be made.

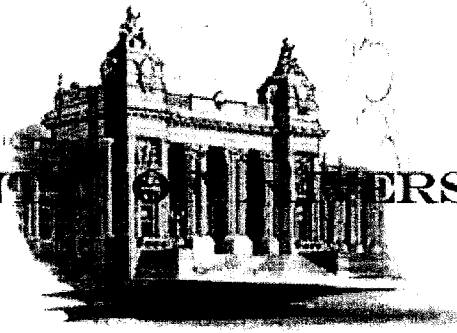
Award documents will be submitted to the Board for approval when grants are awarded.

County Counsel has reviewed the documents and approved them as to form.

**Impact on Residents and Businesses**

VAW 14 grant funding will assist the County and their collaborative partners in providing sexual assault, domestic violence, dating violence and stalking victims with the protection and services they need to pursue safe and healthy lives, while improving the County's capacity to hold offenders accountable for their crimes.

# COUNTY OF RIVERSIDE



## Board of Supervisors

|                               |   |
|-------------------------------|---|
| District 1                    | <b>Kevin Jeffries</b><br>951-955-1010     |
| District 2                    | <b>John F. Tavaglione</b><br>951-955-1020 |
| District 3<br><i>Chairman</i> | <b>Jeff Stone</b><br>951-955-1030         |
| District 4                    | <b>John Benoit</b><br>951-955-1040        |
| District 5                    | <b>Marion Ashley</b><br>951-955-1050      |

February 05, 2014

Director  
Office on Violence Against Women  
145 N. Street NE  
Suite 10W. 121  
Washington, DC 20530

Dear Director:

This letter serves to certify that the County of Riverside is registered and current with the System for Award Management (SAM). The County of Riverside registered on April 23, 2013 and verified registration on February 5, 2014. The SAM registration for the County of Riverside will expire on April 23, 2014.

I understand that upon application submission in Grants.gov the Authorized Organization Representative (AOR) will receive a minimum of two email messages. One will confirm receipt of the application package. The other will either notify the AOR that the application was successfully submitted, or it will notify the AOR that there was an error with the application submission. In order to successfully receive notifications from Grants.gov, all information listed in Grants.gov must be current and active. The County of Riverside verified that all information listed in Grants.gov (Name and contact information for the AOR, organization address, etc.) is current and active on February 5, 2014.

Sincerely,

Jeff Stone, Chair  
County of Riverside Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE: 2/11/14



**STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity--
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature \_\_\_\_\_  
Date \_\_\_\_\_

2/10/14  
Date

ATTEST:

KECIA HARPER IHEM, Clerk

By [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 2/10/14  
NEAL R. KIPNIS DATE

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

- Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

County of Riverside

4080 Lemon Street, 5th Floor  
Riverside, CA 92501

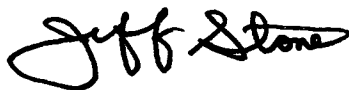
2. Application Number and/or Project Name:

Encourage Arrest Policies and Enforcement of Protection Orders Program

3. Grantee IRS/Vendor Number 95-6000943

4. Type/Print Name and Title of Authorized Representative

Jeff Stone, Chair  
Riverside County Board of Supervisors




2/10/14

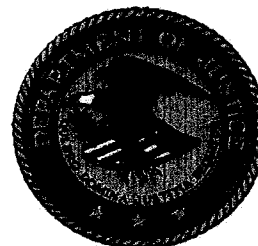
5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE



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**Acknowledgement of Notice of Statutory Requirement to Comply with the  
Confidentiality and Privacy Provisions of the Violence Against Women Act, as  
Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

**(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.


**(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.


Jeff Stone Chair, Riverside County Board of Supervisors  
Typed Name of Authorized Representative Title


Telephone Number (951) 955-1030

 2/10/14  
Signature of Authorized Representative Date Signed

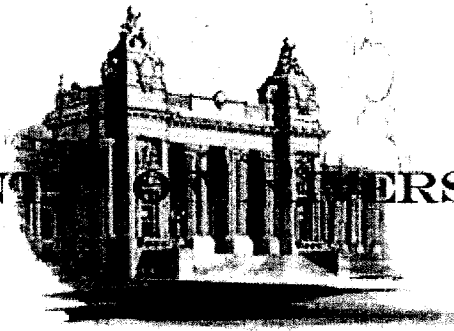
County of Riverside  
Agency Name

**Public Reporting Burden Paperwork Reduction Act Notice.** Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10<sup>th</sup> Floor, Washington, DC 20530.

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

# COUNTY OF RIVERSIDE



## Board of Supervisors

|                               |                                    |
|-------------------------------|------------------------------------|
| District 1                    | Kevin Jeffries<br>951-955-1010     |
| District 2                    | John F. Tavaglione<br>951-955-1020 |
| District 3<br><i>Chairman</i> | Jeff Stone<br>951-955-1030         |
| District 4                    | John Benoit<br>951-955-1040        |
| District 5                    | Marion Ashley<br>951-955-1050      |

February 5, 2014

Director  
Office on Violence Against Women  
145 N. Street, NE 10<sup>th</sup> floor  
Washington, DC 20530


Re: Arrest Program

Dear Director:

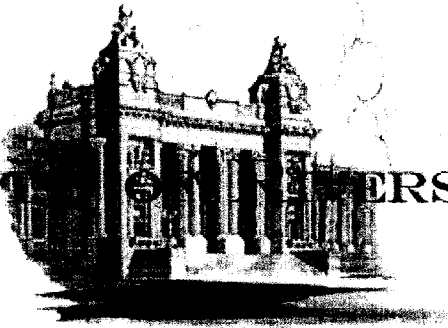
County of Riverside certifies that any funds awarded through the **Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program** will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purpose of providing services to victims of domestic violence, dating violence and child victimization. The County of Riverside understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Sincerely,

Jeff Stone, Chair  
County of Riverside Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

# COUNTY OF RIVERSIDE



## Board of Supervisors

|                               |   |
|-------------------------------|---|
| District 1                    | <b>Kevin Jeffries</b><br>951-955-1010     |
| District 2                    | <b>John F. Tavaglione</b><br>951-955-1020 |
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| District 4                    | <b>John Benoit</b><br>951-955-1040        |
| District 5                    | <b>Marion Ashley</b><br>951-955-1050      |

February 5, 2014

DOJ/Office on Violence Against Women  
145 N. Street, NE 10th Floor  
Washington, DC 20530

Re: Arrest Program

Dear Director:

As Chair of the Board of Supervisors of the County of Riverside, I submit this letter to certify to the following:

- 1) The laws or official policies of the County of Riverside encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed;
- 2) The laws or official policies of the County of Riverside encourage or mandate arrests of domestic violence offenders who violate the terms of a valid and outstanding protection order;
- 3) The laws, policies, or practices and the training programs of the County of Riverside discourage dual arrests of offender and victim;
- 4) The laws, policies, or practices of the County of Riverside prohibit issuance of mutual restraining orders of protection except in cases where both spouses file a claim and the court makes detailed findings of fact indicating that both spouses acted primarily as aggressors and that neither spouse acted primarily in self-defense;
- 5) The laws, policies, and practices of the County of Riverside do not require, in connection with the prosecution of any misdemeanor or felony sexual assault, domestic violence, dating violence, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, or service of a protection order, or a petition for a protection order, to protect a victim of sexual assault, domestic violence, dating violence, or stalking, or that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the State, Tribal, or local jurisdiction;

- 6) The laws, policies or practices of the County of Riverside ensure that:
- (A) no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under Federal, Tribal, State, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense; and
  - (B) the refusal of a victim to submit to an examination described in subparagraph (A) shall not prevent the investigation of, trial of, or sentencing for the offense.

Sincerely,



Jeff Stone, Chair  
County of Riverside Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 2/18/14  
NEAL R. KIPNIS DATE

**MEMORANDUM OF UNDERSTANDING  
FOR  
THE GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF  
PROTECTION ORDERS PROGRAM**

This Memorandum of Understanding is entered into by and between the following participating agencies and/or organizations (hereinafter referred to as "Partners" when discussing all agencies identified herein) who have developed the grant application and are working together in the existing Family Justice Centers. The Partners are:

*Historical Partners:*

- ❖ Riverside County Sheriff's Department
- ❖ Riverside County District Attorney's Office
- ❖ Riverside County Probation Department
- ❖ Riverside County Adult Protective Services
- ❖ Safe Alternatives for Everyone
- ❖ Shelter From The Storm
- ❖ Alternatives to Domestic Violence
- ❖ Riverside Area Rape Crisis Center

*Our new collaborative grant partner is listed below:*

- ❖ Rancho Springs Facility of Universal Health Services of Rancho Springs, Inc.

**I. Purpose**

WHEREAS, the County of Riverside recognizes domestic violence as a pervasive social disease that undermines the safety of families, and

WHEREAS, the County of Riverside, on behalf of its participating departments and community agencies serving county residents, hereinafter referred to as Partners, seeks to provide victims of domestic violence with services that encourage arrest policies and increase the enforcement of protection orders; and

WHEREAS, the County and Partners desire to provide victims of domestic violence with centralized access to public and private resources in a safe, secure and private environment; and

WHEREAS, the County and Partners have a long history of collaborative relationships, spanning many years, and are committed to providing assistance for victims of domestic violence residing in all communities within Riverside County as well as in the unincorporated area;



NOW THEREFORE, the County and Partners do hereby covenant and agree to implement a program that increases arrests for domestic violence and ensures vertical prosecution of offenders. The County and Partners also agree to collaborate in the continued operation of three existing countywide decentralized Family Justice Centers with convenient open door access for all victims of domestic violence in order to initiate domestic violence investigations, support victims in a safe setting, enforce protection orders, reduce victim trauma, provide optimum responses from the community and ultimately end domestic violence in Riverside County.

## **II. Background**

These historical county and non-profit entities have contractually interacted with each other during the course of several efforts over a two-decade period to address the problem of domestic violence, including working together on the current "Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program" grant which ends in September 2014. They seek to continue to coordinate services and work cooperatively in a multi-disciplinary team aspect to provide maximum available assistance for victims of domestic violence and to bring perpetrators to justice. Enhancing this collaborative is the first medical partner within our region as well as the ongoing relationships between local tribes and military installations relating to our area. Each Partner agency has demonstrated a desire to provide service to families in crisis.

All of the Partner agencies are committed to providing services to victims at the three existing Family Justice Centers in our county and are committed to the full implementation of programs and services that better educate law enforcement first responders, targeted communities, (including Native American tribes, migrant farm workers, senior citizens, and disabled), judicial and prosecutorial staff, and the general public.

An Executive Committee of the historical Partner agencies first met in late 2003 and in January of 2004 traveled to San Diego to pursue the feasibility of establishing Family Justice Centers in Riverside County based on the San Diego model. This coordinated effort in preparation of the Violence Against Women grant application has continued since the inception of this grant in December 2004. Through economic difficulty, the historical Partners maintained their commitment to addressing the issue of domestic violence by funding the Family Justice Centers and seeking new avenues of sustainability rather than just standard personnel costs. Now the Historical Agencies welcome new Partners within their tribal and military communities in order to better serve the victims and their families who are suffering from domestic violence.

In 2008, the Sheriff's Department implemented a new unit designed to bridge the gap between the twelve tribal communities in Riverside County and local law enforcement. Seeking to learn about our county tribal communities and their special needs and concerns, the Tribal Liaison Unit (TLU) sought to develop partnerships between law enforcement and the tribes they served. One of the unit's most important tasks was to educate first responders about the history and dynamics unique to each sovereign nation. The education and understanding obtained and provided by the TLU has proved invaluable as we work in partnership with all the tribes to best respond to the needs of our communities while developing a better

understanding of where we have come from and where we hope to go together. The Tribal Liaison Unit remains in operation today as a liaison to the tribes and will work closely with the two tribal investigators as we partner to increase the effectiveness of our response to domestic violence within the tribal nations.

In 2011, the Riverside County Sheriff's Department was awarded the California Office of Emergency Services Law Enforcement Specialized Unit's grant enhancing programs for domestic violence and bringing advocacy closer to law enforcement. This grant helped build the foundation of two trained Domestic Violence Threat Management investigators at each detective bureau throughout the county. That foundation allows our Partners to seek future funds for the development of sustainable programs of training and information to best assist targeted communities or issues, and then easily funnel the results to line staff responding during the crisis moment of a domestic violence case.

In 2012, the County of Riverside was awarded the VAWA (Violence Against Women Act) grant to "Encourage Arrest Policies and Enforcement of Protection Orders". In the current grant we reached out extensively to local tribes, military installations and more, preparing in-house training and partnering with these targeted communities to prepare training for their advocacy staff. Through the current two investigators assigned, we have built friendships and fostered trust, but there is still a long way to go before we have developed a strong working relationship with our local tribes. In concert with our Cal-OES Grant, we developed regional Threat Management Teams (TMTs) to address high lethality situations in a multi-disciplinary format. With these teams we maximize victim safety while encouraging arrest where possible.

All the Partnering agencies will continue to meet and collaborate in order to develop and secure public and private resources, and to develop low to no-cost training programs, to better support increasing arrests, enforcement of protection orders, the delivery of support services and to further educate the community. Each of the partnering agencies is responsible for providing program participation information and to commit to providing a level of resources and support to the grant coordinator as a part of the application development and implementation process.

The lead role in the implementation of the Riverside County effort in the VAWA 2014 grant to "Encourage Arrest Policies and Enforcement of Protection Orders" program will be the Riverside County Sheriff's Department. Sheriff Stanley Sniff, on behalf of the Board of Supervisors, will ensure that the project is administered county-wide and that domestic violence victims are protected in their homes and beyond through the development and implementation of safety plans and through the maximization of suspect accountability. This primary goal will be accomplished by interviewing victims, witnesses and suspects to support prosecution, conducting thorough and proper evidence collection, and providing victims the opportunity to access services at a Family Justice Center and through tribal, military, or other community resources as indicated. All Partners will participate as members of the Threat Management Teams currently being released within the county under the 2012 VAWA grant.

The Sheriff's Department has a long history of training first responders to assure they are aware of the volatile nature of domestic violence. The Sheriff is committed to increasing training for all line personnel in order to ensure the safety of the victims and the responding

officers and to educate them in the special concerns and response needs of both the Native American and military communities dealing with domestic violence, as well as in identifying possible high lethality situations that would benefit from a Threat Management Team evaluation and response.

### **III. Terms and Conditions**

Whereupon, having reviewed the foregoing, all Partner agencies agree that it is in the best interest of all the Partners to commit the roles and resources of each Partner as briefly outlined below:

In addition to administering the grant program, the Riverside County Sheriff's Department will provide an investigator as the lead coordinator among all Partner agencies and targeted communities in order to facilitate the development of training courses, forge important and lasting community relationships, conduct program development in a multi-disciplinary environment, coordinate Partner agency responsibilities for all the grant goals, and bring all training and programs back to the two investigators at each detective bureau to provide to first responders within their station. They will facilitate outreach for training on response, investigation, protections orders, and more. The investigator will be responsible for coordinating and assisting in providing training in a multi-disciplinary format, especially to judges and court staff in the Family Law Division of the courts and to law enforcement both with the Sheriff's Department and at other agencies. The investigator will continue conducting outreach to tribal and military communities in order to maintain that trust and further build relationships to foster victim safety and suspect accountability as well as conveying those relationships to the two Domestic Violence investigators assigned to each of the local stations. The Sheriff's Department will also coordinate with their respective stations to insure that copies of all Emergency Protective Orders and any restraining order filed with the Department is forwarded as soon as possible to the local Family Justice Center for follow-up with the victim regarding safety plans, what to do if the order is violated, and to insure the suspect has not already violated the order and law enforcement response is needed.

Riverside District Attorney's Office will provide sponsorship of the countywide public and private collaboration that underpins the three active Family Justice Centers, and will provide District Attorneys who specialize in prosecuting domestic violence cases. Since 2005, a provision of the District Attorney has specialized in prosecuting domestic violence cases and the lead member of the education team that will work with the Sheriff's Investigators and community partners to provide domestic violence education and awareness across the county. They will provide utilization of and collaboration with the supervising district attorney specializing in domestic violence cases as part of the education team who will work with the Sheriff's Investigators and community partners to provide domestic violence education and awareness across the county.

The District Attorney will provide a victim witness advocate and clerical support staff within each of the three Family Justice Centers complexes. They will also commit a part-time advocate at each Family Justice Center to participate with the enhancement and application of the Threat Management Teams. This participation will include victim intake, development and provision of available resources to enhance victim safety, and the identification of needed

resources and response from the participating Partner Agencies. The victim witness advocate will interface with all Partner agencies, specifically Rape Crisis and the Sexual Assault Response Team (SART) programs, attend the monthly SART Multi-Disciplinary Team (MDT) meetings at Rancho Springs Medical Center, and assist with developing and providing training programs on sexual assault and domestic violence.

The Tribal Liaison Unit within the Sheriff's Department, and all the Partner agencies, will work in concert with each tribe to continue towards building relationships with tribal members in order to develop law enforcement and advocacy response protocols for domestic violence cases related to the tribal communities that occur off the reservations. These response protocols will include continued emphasis on educating law enforcement and advocacy groups outside of the tribes on the issues and needs specific to Native American families. The Partner agencies will work as a liaison between each tribe and their local law enforcement agency in addressing the particular needs of their tribal community as it relates to the crime of domestic violence and the enforcement of protection orders. The relationships we began building within the VAWA 2012 grant will continue to be strengthened and encouraged by the TLU, program coordinator investigator, the two local domestic violence investigators, and all Partner agencies through outreach and case investigation.

Shelter From The Storm will provide an on-site advocate at the Indio Superior Court/Family Justice Center who will serve as a point of entry to emergency and adjunctive services, including restraining order assistance. Shelter staff will continue to deliver service at eight distinct locations in the Coachella Valley (east county area) including: the emergency shelter (72 beds); three outreach centers in the cities of Desert Hot Springs, Palm Desert and Palm Springs; the Community Counseling Center/Business Office (providing clinical and case management services); and the long-term transitional housing program. Shelter will participate with Partner agencies regarding victims in high lethality situations as they apply the Threat Management Teams and respond to victims of domestic violence facing significant safety issues. Shelter staff will also be responsible along with the investigator for the training programs being delivered in the east end to local domestic violence investigators, advocates, sexual assault response teams and more. Shelter From The Storm has been a participating agency with the Riverside County Sheriff's Department in the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program since 2005 and has had a professional services agreement dating back to July of 2008.

Safe Alternatives for Everyone (S.A.F.E.) will provide social service support and assistance at the Temecula/Southwest County Family Justice Center for victims and families coping with domestic violence. The identified staff person will be a point of entry contact for emergency and adjunctive services at the Southwest Facility, including restraining order assistance. They will work in concert with the advocate funded under the Cal-OES grant to best serve victims. The SAFE advocate will also work with Partner agencies to apply the Threat Management Teams and work within the multi-disciplinary format to provide safety plans, threat assessment, temporary restraining orders, shelter, emergency needs, and financial assistance. SAFE will work within the framework of the FJC to identify and meet family needs as they relate to escaping domestic violence environments, then surviving and thriving on their own. SAFE will provide 40-hour domestic violence training to the Forensic Nurse Examiners in Riverside County participating on Sexual Assault Response Teams (SART) and assist the

District Attorney, Rape Crisis and the SART nurses in developing and providing training to emergency room medical and in-take staff in the Southwest Healthcare System on domestic violence, sexual assault and the signs and seriousness of strangulation. SAFE has partnered with the Riverside County Sheriff's Department in the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program with a professional services agreement dating back to July of 2008.

Riverside Area Rape Crisis Center (RARCC) will provide a Certified Rape Crisis Advocate to work within the multi-disciplinary team environment and develop and implement sustainable training on sexual assault for a variety of groups including medical staff, judges and court staff, law enforcement and more. The RARCC will deliver direct services consisting of a toll-free 24-hour Crisis Hotline, hospital accompaniment, court accompaniment, in-person counseling, referral services, support groups, and Latino and Senior Outreach. Rape Crisis will participate as needed with Partner agencies in the application of the Threat Management Teams and respond as it relates to domestic violence victims of sexual assault. Riverside Area Rape Crisis Center has partnered with the Riverside County Sheriff's Department in the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program for several years and has had a professional services agreement dating back to July of 2008.

Rancho Springs Medical Center (aka Rancho Springs) will participate in the collaborative efforts towards addressing domestic violence in our community as a partner for the first time. Rancho Springs will provide an on-call, 24-hour a day; seven days a week response to sexual assault victims with trained forensic nurse examiners (FNEs) as part of their Sexual Assault Response Team (SART). The FNEs will participate once a year, over the three-year term of the grant, in SAFE's 40-hour domestic violence training. The FNEs will, in turn, work with the multi-disciplinary team members to create and provide two of their own trainings, initially designed for medical and intake emergency room (ER) personnel focusing on: 1) Mandated reporter responsibilities, evidence preservation, and warning signs, etc., regarding victims and suspects who present at the ER for domestic violence or related sexual assault, and, 2) strangulation of domestic violence victims and related medical and evidentiary concerns. Rancho Springs will host monthly MDT meetings regarding local sexual assault cases to review performance and discusses needed follow-up and for future collaborative suggestions. Rancho Springs will work with Rape Crisis to provide counseling services and medical follow-up for the victim as needed. Rancho Springs will coordinate with the Riverside County Family Care clinics where needed to insure all sexual assault victims receive testing and prophylaxis for the HIV virus (when victims do not present in the emergency room which has these services available).

Alternatives to Domestic Violence (ADV) will provide an advocate for the Riverside Family Justice Center site specializing in restraining order preparation and assistance, as well as safety planning and response coordination with the District Attorney advocate and all the Partners. ADV will also provide direct services consisting of a 60-bed emergency shelter, 24-hour crisis line, counseling programs for domestic violence victims and their families, support groups, bi-lingual legal advocacy, and specialized training for Partner agencies. ADV will participate in the application of the Threat Management Teams as it relates to advocacy and identifying those in high lethality situations. Alternatives to Domestic Violence has partnered with the Riverside County Sheriff's Department in the Grants to Encourage Arrest Policies

and Enforcement of Protection Orders Program for many years and has had a professional services agreement dating back to July of 2008.

Riverside County Probation Department will continue to collaborate with other team members and ensure that individuals who re-offend while on probation are returned to the criminal justice system. Probation officers' caseloads that involve and include domestic violence offenders, will continue to work with law enforcement, the District Attorney and victims to ensure the highest level of accountability for violence against women offenders. The Probation Department will participate with all Partner agencies identified as part of the Threat Management Teams for application of the program in order to maximize the effect probation may have on potentially high lethality situations. The Riverside County Probation Department has provided the maximum available assistance to their victims over the past 20 years.

Riverside County Adult Protective Services (APS) will work in tandem with all partner agencies to respond to the specific needs of elder and dependent adults relating to domestic violence. APS will also participate with partner agencies when elders and dependent adults are abused or neglected to develop safety plans and address needs and concerns individual to each victim and their situation. Adult Protective Services will work within its limitations of age and/or dependent adult status as governed by the Welfare and Institutions Code of California. APS has had a long-standing relationship with the Riverside County Sheriff's Department in the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program.

The Sheriff, on behalf of the County of Riverside and the above listed partner agencies, will continue to work cooperatively to ensure that efforts to increase arrests and enforce protection orders as well as to ensure victim safety and access to services through the Family Justice Centers will continue beyond the funding sought from the Office of Violence Against Women.

Riverside County Sheriff's Department will provide project administration, a sergeant to supervise the program investigator and the first responder Deputy Sheriff's. The Sheriff's Department will also ensure that the assigned Investigator is provided with a vehicle, a modular work unit, a cellular telephone, and clerical support. The Sheriff will ensure the program developing under the OVW grant project will coordinate with the currently assigned domestic violence team of an investigator and advocate who are bringing domestic violence training to investigators throughout the county. The investigator currently assigned under the Cal-OES Law Enforcement Specialized Unit Grant will be the driving force for the application and continued improvement and response for the countywide regional Threat Management Teams which work in concert with the Cal-OES grant.

The Sheriff's Department will be the driving force behind the production of all materials and training programs developed within the grant cycle, but with the input, experience, resources, knowledge and assistance of all the Partner Agencies.

The Sheriff will continue fostering and improving the working relationship with the United States Marine Corps Air Ground Combat Center, Twenty-nine Palms and Marine Corps Base Camp Pendleton regarding our joint response to domestic violence cases involving military

families. All Partner agency representatives will work together on improving training first responders on dealing with domestic violence, sexual assault, stalking and dating violence cases in the military, with an emphasis on the sexual assault component of dating violence and date rape, plus the specialized concerns of victims and their families in the military when reporting these crimes.

The Sheriff's Department, on behalf of the County and the partners, will collect financial and programmatic data from all funded partners and will submit the quarterly Financial Status Reports and semi-annual Progress Reports. All Partner agencies agree to the budget proposed with the grant application.

The Sheriff, on behalf of the County of Riverside and the partner agencies, will meet the mandates of the Violence Against Women and Department of Justice Reauthorization Act of 2005 which requires that all projects measure and report on their effectiveness. Toward this end, the Sheriff, on behalf of the County of Riverside will collect and maintain data from the funded partners including but not limited to: 1) the number of persons served; 2) the number of persons seeking services who could not be served; 3) the number and percentage of arrests relative to the number of law enforcement responses to domestic violence incidents; 4) the number of protection orders issued; and 5) the number of victim advocates supported by grant funding.

The Sheriff, on behalf of the County of Riverside and the partner agencies, will comply with the Government Performance and Results Act of 1993 and report on the results of the program and activities.

Partner agencies will comply with the regulations and requirements outlined in the Office of Justice Programs Financial Guide and its revisions as well as Office of Management and Budget (OMB) Circulars A-87, A-133, and A-122. All partners agree to support the evaluation of the proposed project and the submission of required Semi-Annual Progress reports completed by funded partners. All funded partner agencies will work with the Sheriff's Department to measure the effectiveness of the Riverside County effort and submit the collected data to the Office of Violence Against Women.

The undersigned funded Partners commit and agree to assign a single point of contact for their agency to provide program data to the Sheriff. The undersigned funded Partners commit their agency's resources as delineated above to encourage increased arrests and the enforcement of protection orders in Riverside County and approve of the proposed project budget. The undersigned partnering agency's authorized representative, or his/her designee, has provided significant input in the design of the project described in the project narrative and agrees to continue to participate in the planning, development and implementation of project activities and agrees to continue collaborative efforts on behalf of the victims of domestic violence in Riverside County.

**IV. TERM**

This MOU shall remain in effect for three years, but may be terminated by either party upon sixty (60) days written notice.

THEREFORE, the parties have caused their duly authorized representatives to execute this MOU on their behalf.

Dated: 2/10/14 Colleen Walker  
Colleen Walker, Undersheriff

Dated: 2/11/14 Paul E. Zeller  
Paul Zellerbach, District Attorney

Dated: 2-11-14 Mark Hake  
Mark Hake, Chief Probation Officer

Dated: 2/13/14 Larry McAdara  
Larry McAdara, Executive Director  
Riverside Area Rape Crisis Center

Dated: 2/13/14 Eliza Daniely-Woolfolk  
Eliza Daniely-Woolfolk, Executive Director  
Alternatives to Domestic Violence

Dated: 2-13-14 Melissa Donaldson  
Melissa Donaldson, Executive Director  
Safe Alternatives for Everyone

Dated: 2-12-14 Angelina Coe  
Angelina Coe, Executive Director  
Shelter From The Storm

Dated: 2-13-14 Brad Neet  
Brad Neet, CEO, Rancho Springs Facility of Universal  
Health Services of Rancho Springs, Inc.

Dated: 2/10/14 Jeff Stone  
Jeff Stone, Chair  
County of Riverside Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By Kecia Harper-Ihem  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 2/10/14  
NEAL R. KIPNIS