

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



**ITEM: 3.21  
(ID # 13671)**

**MEETING DATE:**  
Tuesday, October 27, 2020

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Memorandum of Understanding and Adopt Resolution No. 2020-205 to Accept FY19-20 Sexual Assault Evidence Submission Grant Program funding, administered by the California Department of Justice (Cal DOJ), District 4, [\$11,112 – 100% State Funding], 4/5 Vote.

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

1. Approve the Memorandum of Understanding (MOU) with the California Department of Justice (Cal DOJ) to accept the FY19-20 Sexual Assault Evidence Submission Grant Program (SAES) award in the amount of \$11,112 for the performance period of September 1, 2020 through June 30, 2022.
2. Adopt Resolution No. 2020-205 to authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, and Captain to sign the MOU and execute related actions to administer said grant.
3. Approve and direct the Auditor-Controller to make the budget adjustments in the attached Schedule A.

BR 21-025

**ACTION:** 4/5 Vote Required, Policy


  
Donald Sharp, Assistant Sheriff 10/13/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 27, 2020  
xc: Sheriff, Auditor

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 11,112	\$ 0	\$ 11,112	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funding from the California Department of Justice</b>			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	20/21-21/22

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

**BACKGROUND:**

**Summary**

On May 11, 2020, SAES administered by Cal DOJ, provided a total of \$2 million in grant funding to assist local law enforcement agencies in submitting and testing sexual assault evidence. In 2019, the California Legislature passed the Budget Act of 2019 which appropriated those funds to assist local jurisdictions with the impact of Senate Bill 22, which retroactively obligated the testing of all sexual assault evidence kits for DNA analysis from January 1, 2016 to present, within 120 days from the date of submission.

On June 1, 2020 the Riverside County Sheriff's Department submitted the SAES grant application to Cal DOJ, and on July 1, 2020 was awarded grant funding in the amount of \$11,112. These grant funds enable the department to test backlogged sexual assault evidence kits through an accredited crime lab. The current backlog of sexual assault cases prevents rape victims from obtaining remedies through the criminal justice system and averts criminals from facing justice. Grant funding will pay staff overtime to provide the means for proper testing of backlogged sexual assault forensic evidence, resulting in the generation of investigative leads.

The performance period for these funds are Sept 1, 2020 to June 30, 2022. The MOU and Resolution have been reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

There is no adverse impact associated with this grant award. These funds will aid in maintaining the safety and security of the residents of the County of Riverside, by reducing backlogged sexual assault kits in support of the arrest and prosecution of sexual assault criminals.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This grant is state funded and is 100% reimbursable. SAES will reimburse eligible agencies for costs incurred during the submission and testing process.

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

**ATTACHMENTS:**

1. Schedule A – Budget Adjustment
2. Grant Award Letter
3. Resolution
4. Memorandum of Understanding

**Schedule A**

**Sheriff's Department**



**Increase Appropriations:**

10000-2500300000-510040	Regular Salaries	11,112
-------------------------	------------------	--------

**Increase Estimated Revenues:**

10000-2500300000-755680	CA-Other Operating Grants	11,112
-------------------------	---------------------------	--------

 Misley Wang, Supervising Accountant	10/9/2020	 Paul A. Angulo, County Auditor-Controller	10/12/2020
--	-----------	---	------------

 Cheryl Williams	10/19/2020	 Gregory L. Priamos, Director County Counsel	10/9/2020
--	------------	---	-----------

2 **RESOLUTION NO. 2020-205**

3 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE,**  
4 **AUTHORIZING THE SHERIFF'S DEPARTMENT TO ACCEPT AND TO EXECUTE ACTIONS**  
5 **TO ADMINISTER THE FY2019-2020 SEXUAL ASSAULT EVIDENCE SUBMISSION GRANT**  
6 **PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE**

7 WHEREAS, the Sheriff's Department, on behalf of the County of Riverside, desires to  
8 undertake a project which enables the testing of backlogged sexual assault evidence kits (SAK),  
9 and thereby, allows the Department to further investigate past sexual assault crimes, prosecute  
10 the sexual assault criminals and obtain justice for the victims involved; and

11 WHEREAS, the California Department of Justice (Cal DOJ) has awarded the County  
12 grant funds through the Sexual Assault Evidence Submission Grant Program, as administered  
13 by the California Department of Justice.

14 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board  
15 of Supervisors of the County of Riverside, State of California, in regular session assembled on  
16 October 27, 2020 at 9:30 A.M., that the Board of Supervisors of the County of Riverside, located  
17 on the first floor of the County Administrative Center, 4080 Lemon Street, Riverside, California,  
18 hereby approves the acceptance of the FY19-20 Sexual Assault Evidence Submission Grant in  
19 the amount of \$11,112 from the Cal DOJ.

20 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED by the Board that the  
21 Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, and Captain are hereby designated  
22 as Authorized Officials for the limited purpose of executing and submitting, for and on behalf of  
23 the County of Riverside, the Memorandum of Understanding with Cal DOJ and all other related  
24 documents necessary and appropriate to carry out the purpose and intent of this resolution, as  
25 approved by County Counsel.

BE IT FURTHER RESOLVED that this resolution shall be in effect for the duration of the  
grant period, beginning September 1, 2020 and ending June 30, 2022.

10.27.2020 3.21

SHERIFF  
BOS DT: 10/27/20  
MT#: 13671  
ATTACHMENT #: 3

FORM APPROVED COUNTY COUNSEL  
BY: SUSANNA N. OH  
DATE: 10/18/2020

2 **RESOLUTION 2020-205**

3 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
4 **RIVERSIDE AUTHORIZING THE SHERIFF'S DEPARTMENT TO ACCEPT AND TO**  
5 **EXECUTE ACTIONS TO ADMINISTER THE FY 2019-2020 SEXUAL ASSAULT**  
6 **EVIDENCE SUBMISSION GRANT PROGRAM FUNDS FROM THE CALIFORNIA**  
7 **DEPARTMENT OF JUSTICE**

8 ADOPTED by Riverside County Board of Supervisors on October 27, 2020.

9 **ROLL CALL:**

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
11 Nays: None  
12 Absent: None

13 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
14 Supervisors on the date therein set forth.

15 KECIA R. HARPER, Clerk of said Board

16 By: 

17 Deputy

18  
19  
20  
21  
22  
23 10.27.2020 3.21  
24  
25

**XAVIER BECERRA**  
Attorney General

**State of California**  
**DEPARTMENT OF JUSTICE**



DIVISION OF LAW ENFORCEMENT  
1300 I Street, Suite 1150  
SACRAMENTO, CA 95814  
Telephone: (916) 210-7446  
E-Mail Address: Nikki.Duda@doj.ca.gov

July 1, 2020

**SENT VIA E-MAIL**

Sergeant Ernie Esquibel/Sergeant Frank Schiavone  
Riverside County Sheriff's Office  
4095 Lemon Street  
Riverside, CA 92501  
eesquibe@riversidesheriff.org/fschiavo@riversidesheriff.org

Re: Award Notification: DOJ-SAE Submission-2019-2020-05

Dear Sergeant Esquibel and Sergeant Schiavone,

Congratulations! Your grant application has been approved for funding in the amount of **\$11,112**. Please see the attached Approved Budget for the authorized expenditures.

A draft Memorandum of Understanding (MOU) is attached for your review. Please review it carefully and insert the appropriate information in the highlighted areas on the cover page and in *Sections VIII* and *X*. Feel free to add signature lines or program contacts as necessary. Once the MOU has been reviewed and signed, please mail the original using the contact information listed on the MOU.

Please also email your completed Government TIN form (attached). This will enable the State Controller's Office to release funds to you upon receipt of your invoice.

If you have questions about this process, please do not hesitate to contact me at (916) 210-7446 or [SAESubmission@doj.ca.gov](mailto:SAESubmission@doj.ca.gov). CA DOJ will announce two additional sexual assault evidence grant opportunities soon. These other grant programs will provide \$1.8 million from the Budget Act of 2018 (SB 862, 2018) and \$313,000 from the Voluntary Tax Contribution Fund (AB 280, 2017).

Sincerely,

A handwritten signature in blue ink, appearing to read "Nicola Marie Duda", written over a horizontal line.

Nicola Marie Duda  
Assistant Bureau Director

For **XAVIER BECERRA**  
Attorney General

SHERIFF  
BOS DT: 10/27/20  
MT#: 13671  
ATTACHMENT #: 2

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

*The County of Riverside  
(on behalf of its Sheriff's Department)*

Lisa Salazar, Grant Administrator  
4095 Lemon Street, Riverside, CA 92501  
(951) 955-1339  
Lmsalaza@riversidesheriff.org

**MEMORANDUM OF UNDERSTANDING**

with the  
California Department of Justice

Expires June 30, 2022

OCT 27 2020 3.21

SHERIFF  
BOS DT: 10/27/20  
MT #: 13671  
ATTACHMENT #: 4

## I PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the **COUNTY OF RIVERSIDE**, on behalf of its Sheriff's Department, (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ's Request for Applications for activities for California's local law enforcement agencies to submit and test untested sexual assault evidence.

This MOU shall become effective upon execution by all parties and shall expire on June 30, 2022.

The DOJ grants to Grantee **\$11,112**, (the "Grant Amount"), for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Applications and Grant Application are incorporated by reference into this MOU.

## II COMMUNICATION

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the DOJ at:

California Department of Justice  
Division of Law Enforcement  
Attn: Nicole Behler  
1300 I Street, Suite 1150  
Sacramento, CA 95814  
[SAESubmission@doj.ca.gov](mailto:SAESubmission@doj.ca.gov)

## III BUDGET

Grantee shall expend the Grant Amount in accordance with the approved Budget included as Attachment 1 hereto (Approved Budget), and as follows:

EXPENDITURE CATEGORY	TOTAL AUTHORIZED AMOUNT
Personal Services (personnel salaries)	\$11,112
<b>TOTAL</b>	<b>\$11,112</b>

Grantee shall submit any request for a change to an Approved Budget item in writing or via e-mail to the DOJ, and any changes to the Approved Budget must be pre-approved in writing by the DOJ at least thirty (30) days in advance of any change to any Approved Budget item.

#### IV COST REIMBURSEMENT/INVOICING

DOJ shall reimburse Grantee, in arrears, for Grantee's actual expenditures incurred while performing the required workload. Grantee shall submit to DOJ **two (2)** Grantee Invoices for each month (one original and one copy) for all expenditures incurred during such month, including completed travel. Grantee shall ensure that it has accepted and approved all vendor deliverables, all equipment has been delivered, all travel is complete, and all administrative activities have been performed. All invoices must be sent to the grant manager via U.S. Mail or overnight delivery.

A) **Receipts and Documentation:**

Grantee shall provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with Grantee Invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement shall include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, and the approved Budget Template, clearly identifying with which Expenditure the invoice associates.

Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee Invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15<sup>th</sup> calendar day following the month of the Expenditure. (For example, a purchase made on June 2<sup>nd</sup> would require that the related Grantee Invoice be received by the DOJ no later than July 15<sup>th</sup>).

B) **Workload Justification:**

Each agency request for reimbursement shall be submitted in an invoice format and contain the following workload information associated with the reimbursement period:

- 1) For the reporting period, the total number of untested sexual assault cases submitted for testing, or the total number of cases tested if the agency (e.g., a crime lab) performed testing on evidence received from a submitting agency.

C) **Match Requirements:**

There is no match requirement for this grant.

Grantee Invoices must be delivered via U.S. Mail or overnight delivery and addressed to:

California Department of Justice  
Division of Law Enforcement  
Attn: Nicole Behler  
1300 I Street, Suite 1150  
Sacramento, CA 95814  
[SAESubmission@doj.ca.gov](mailto:SAESubmission@doj.ca.gov)

## **V BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this MOU does not appropriate sufficient funds for the purposes contemplated by this MOU, this MOU shall be of no further force and effect. In such event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this MOU, and Grantee shall not be obligated to perform any provisions of this MOU for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this MOU, the DOJ shall have the option either to cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

## **VI ADMINISTRATION AND AUDIT**

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final Grantee Invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.

Should Grantee fail to comply with this MOU, including by submitting for reimbursement expenditures for purposes not permitted under the MOU, DOJ may take one or more actions. Actions include but are not limited to requiring Grantee to return all or any portion of grant funds, and any other remedies available under law. In addition, the Grantee may be disqualified from applying for or receiving future grant funds.

This section shall survive expiration or termination of this MOU.

## **VII GRANTEE CONTACT INFORMATION**

Lisa Salazar – Grant Administrator  
Riverside County Sheriff's Department/ Grants Unit  
4095 Lemon St, Riverside, CA 92501  
(951) 955-1339  
Lmsalaza@riversidesheriff.org

Laronte Groom – Administrative Manager  
Riverside County Sheriff's Department/ Grants Unit  
4095 Lemon St, Riverside, CA 92501  
(951) 955-2718  
Lrgroom@riversidesheriff.org

Ernie Esquibel - Sergeant  
Riverside County Sheriff's Department/ Professional Standards Unit  
4095 Lemon St, Riverside, CA 92501  
(951) 955-2400  
Eesquibe@riversidesheriff.org

Frank Schiavone - Sergeant  
Riverside County Sheriff's Department/ Palm Desert Station  
4095 Lemon St, Riverside, CA 92501  
(951) 955-2400  
Fschiamo@riversidesheriff.org

## **VIII MISCELLANEOUS PROVISIONS**

Amendment- No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the DOJ, its officers, agents and employees (collectively, the Indemnified Parties), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under any statutory law or at common law or otherwise, arising out of or based upon or in any way relating to the performance of this MOU, except to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant this section shall survive the expiration or termination of this MOU.

Optional Termination- The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

## **IX REPORTING REQUIREMENT**

**THE COUNTY OF RIVERSIDE** agrees to submit a quarterly report beginning September 1, 2020. The following information must be included in the report:

- a. For the reporting period, the total number of untested sexual assault cases submitted for testing, or the total number of cases tested if the agency (e.g., a crime lab) performed testing on evidence received from a submitting agency. The report shall include the following information:
  - 1.) Agency case number
  - 2.) Date evidence was received by agency
  - 3.) If the submitted evidence was a sexual assault kit, specify if it was included in the audit report the agency sent to DOJ per AB 3118 requirements
  - 4.) Date evidence was submitted to a crime laboratory for processing
  - 5.) Submitting agency and submitting agency case number, if applicable

**A final quarterly report of untested sexual assault cases must be submitted to the DOJ on or before June 30, 2022.**

## IX AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all of its attachments, and will become effective upon completion of signature from all parties.

  
\_\_\_\_\_  
**DONALD SHARP, Assistant Sheriff**  
Riverside County Sheriff's Department

11/2/20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**NICOLE BEHLER, Grant Administrator**  
Bureau of Forensic Services  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
**BARRY MILLER, Director**  
Bureau of Forensic Services  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CHRIS RYAN, Chief**  
Division of Operations  
California Department of Justice

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
\_\_\_\_\_  
Susanna Oh  
Deputy County Counsel