

Tulare County Sheriff's Office

Untested Sexual Assault Evidence Grant Program
833 S. Akers Street (Fiscal Unit), Visalia, CA 93277
(559) 687-7001 or (559) 802-9462
dcorbett@co.tulare.ca.us or elardner@co.tulare.ca.us

MEMORANDUM OF UNDERSTANDING

with the

California Department of Justice

February 1, 2019– June 30, 2019

I. PURPOSE

This Memorandum of Understanding (the "MOU") is entered into by the Department of Justice ("DOJ") and the Tulare County Sheriff's Office (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 local California agencies to count untested sexual assault evidence kits in their inventory as of October 1, 2018.

This MOU shall become effective upon execution by all parties, and shall expire on June 30, 2019.

The DOJ grants to Grantee \$1,605, (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: Shannon Patterson
1300 I Street, Suite 1140
Sacramento, CA 95814
USAEG@doj.ca.gov

III. BUDGET

Grantee shall expend the Grant Amount in accordance with the approved Budget included as Attachment 1 hereto (Approved Budget).

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 in performing the Scope of Work; provided, however, that only expenditures that are (i) included in the Approved Budget, and (ii) listed on an invoice (a) received by DOJ from the Grantee and (b) approved by DOJ (Grantee Invoice) shall be reimbursable (Expenditures). Grantee shall submit to DOJ only one (1) Grantee Invoice for each month for all Expenditures incurred during such month, , including completed travel and training. Grantee shall ensure that it has accepted and approved

all vendor deliverables, that all equipment has been delivered, that all travel is complete, and that all administrative activities have been performed. The amount included on a Grantee Invoice for an Expenditure shall not exceed the cost specified in the Approved Budget for such expenditure.

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 electronic or hard copy format no later than the 15th calendar day following the month of the Expenditure. (For example, a purchase made on June 2nd would require that the related Grantee Invoice be received by the DOJ no later than July 15th).

Grantee Invoices must be e-mailed or delivered via U.S. Mail addressed to:

California Department of Justice
 Division of Law Enforcement
 Attn: Shannon Patterson
 1300 I Street, Suite 1140
 Sacramento, CA 95814
USAEG@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. REPORTING REQUIREMENTS

The Grantee shall submit to the DOJ the report required under Penal Code section 680.4 on or before July 1, 2019. The following information must be included in the report:

- The total number of untested sexual assault kits in its possession.
- For each kit, the following information:
 - Whether or not the assault was reported to a law enforcement agency.
 - For kits where the victim has chosen not to pursue prosecution at the time of the audit, only the number of kits.
 - For all other kits, the following data, as applicable:

The date the kit was collected.

- The date the kit was picked up by a law enforcement agency, for each law enforcement agency that has taken custody of the kit.
- The date the kit was delivered to a crime laboratory.
- The reason the kit has not been tested, if applicable.

Progress Reports must be submitted to the DOJ by the following specified dates using the templates provided (Attachments 2, 3, and 4):

Progress Report #1: January 1, 2019 through March 31, 2019 - Due April 15, 2019

Final Report: January 1, 2019 – June 30, 2019 - Due July 1, 2019

Grantees shall submit any other reports and data as required by the DOJ.

VII. 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 of the Scope of Work 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.

VIII. GRANTEE CONTACT INFORMATION

Duane Cornett, Lieutenant/Program Manager
Tulare County Sheriff's Office – Cyber Forensic Investigations Unit
1105 S. O Street, Tulare, CA 03274
(559) 687-7001
dcornett@co.tulare.ca.us

Chris Lipscomb, Assigned grant accountant
Tulare County Sheriff's Office – Fiscal Unit
833 S. Akers Street, Visalia, CA 93277

(559) 802-9456
crlipscomb@co.tulare.ca.us

Terrie Saenz, Fiscal Manager
Tulare County Sheriff's Office – Fiscal Unit
833 S. Akers Street, Visalia, CA 93277
(559) 802-9450
tlsaenz@co.tulare.ca.us

Ed Lardner, Grant Specialist
Tulare County Sheriff's Office – Fiscal Unit
833 S. Akers Street, Visalia, CA 93277
(559) 802-9462
elardner@co.tulare.ca.us

IX. 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.

X. 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 its attachments, and will become effective upon completion of signature from all parties.

Kuyler Crocker, Chairman
Tulare County Board of Supervisors

Date

SHANNON PATTERSON, Interim Grant Mgr.
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

APPROVE AS TO FORM:
COUNTY COUNSEL
BY *[Signature]* 2/11/19
DEPUTY
2019293

BRANCH OF SAVINGS
BANK OF AMERICA

UNTESTED SEXUAL ASSAULT EVIDENCE GRANT ATTACHMENT 1

A. Personal-Services

Salaries

| Classification/Positions | Computation | FY 2019-20 |
|--------------------------|--------------------------|-----------------|
| Sheriff's Deputy II | 1 FTE @ 1.51% x \$69,845 | \$ 1,055 |
| SUBTOTAL | | \$ 1,055 |

Overtime

| Classification/Positions | Computation | FY 2019-20 |
|--------------------------|-------------|-------------|
| | | \$ - |
| SUBTOTAL | | \$ - |

Benefits

| Classification/Positions | Computation | FY 2019-20 |
|---------------------------------|--------------------------|-----------------|
| Uniform Allowance | 1 FTE @ 1.51% x \$800 | \$ 12 |
| Health Insurance | 1 FTE @ 1.51% x \$14,190 | \$ 214 |
| Pension/Pension Obligation Bond | 1 FTE @ 1.51% x \$16,050 | \$ 242 |
| Social Security/Medicare | 1 FTE @ 1.51% x \$5,404 | \$ 82 |
| SUBTOTAL | | \$ 550 |
| TOTAL PERSONAL SERVICES | | \$ 1,605 |

B. Operating Expenses

| Description | Computation | FY 2019-20 |
|--------------|-------------|-------------|
| | | \$ - |
| TOTAL | | \$ - |

C. Equipment (tangible Items with a per-unit cost of \$5,000 or more)

| Description | Computation | FY 2019-20 |
|--------------|-------------|-------------|
| | | \$ - |
| TOTAL | | \$ - |

UNTESTED SEXUAL ASSAULT EVIDENCE GRANT

D. Travel Expenses/Registration Fees*

| Description and Destination | Computation | FY 2018-2019 |
|--|-------------|--------------|
| | | \$ - |
| *Travel rates must adhere to State rules and limits. | | |
| TOTAL | | \$ - |

E. Other Expenses

| Description | Computation | FY 2019-20 |
|--------------|-------------|-------------|
| | | \$ - |
| TOTAL | | \$ - |

F. Administrative Costs

| Description | Computation | FY 2019-20 |
|--------------|-------------|-------------|
| | | \$ - |
| TOTAL | | \$ - |

SUMMARY

| Budget Category | TOTAL REQUEST |
|----------------------------|-----------------|
| A. Personal Services | \$ 1,605 |
| B. Operating Expenses | \$ - |
| C. Equipment | \$ - |
| D. Travel/Registration | \$ - |
| E. Other Expenses | \$ - |
| F. Administrative Costs | \$ - |
| TOTAL PROJECT COSTS | \$ 1,605 |

