

**UNTESTED SEXUAL ASSAULT EVIDENCE  
GRANT PROGRAM**

**DOJ-USAEG-2018-19-1**

**APPLICATION COVER SHEET**

**SUBMITTED BY:**

**Fresno County Sheriff-Coroner's Office**

Margaret Mims, Sheriff-Coroner

2200 Fresno Street

Fresno, CA 93721

(559)600-8800

margaret.mims@fresnosheriff.org

**PROGRAM CONTACT:**

Jeff Kertson, Sergeant

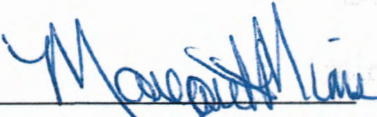
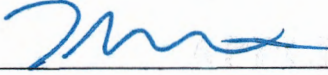

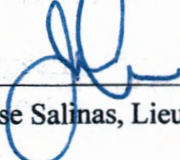
2200 Fresno Street

Fresno, CA

(559)600-8144

jeff.kertson@fresnosheriff.org

**Authorized Signatures:**

  
Margaret Mims, Sheriff-Coroner  
Thomas Trestor, Administrative  
Services Director  
Jennifer Horton, Captain  
Jose Salinas, Lieutenant



Margaret Mims  
Sheriff-Coroner  
Fresno County Sheriff's Office

December 11, 2018

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

Dear Ms. Patterson:

Re: Letter of Intent - Untested Sexual Assault Evidence Grant- DOJ-USAEG-2018

The Fresno County Sheriff-Coroner's Office currently investigates, on average, over 400 sexual assault related crimes each year. Many of those sexual assault investigations have victim sexual assault kits that are booked into evidence and maintained by our agency. The kits are submitted to our Fresno County Sheriff-Coroner's Office Laboratory for testing. We have a high number of sexual assault investigations/kits dating back to the 1940's in our evidence storage. The task of verifying all untested sexual assault evidence kits in our possession will be labor intensive.

We determined through an automated audit that the Fresno County Sheriff-Coroner's Office currently maintains an estimated 600 sexual assault kits from the period of September 1998 through September 2018. Unfortunately, we do not have automated evidence records prior to 1998, due to a lack of technology and resources. We must physically audit all evidence maintained by the Fresno County Sheriff-Coroner's Office prior to September of 1998.

In order to be compliant with AB No. 3118, the Fresno County Sheriff-Coroner's Office will assign an Identification Technician with a Reserve Deputy Sheriff and/or a Deputy Sheriff III, fulltime for a period of three weeks, including overtime, to conduct the physical check and audit of all sexual assault kits maintained in evidence under our control for the period of the 1940's through September of 2018. In addition, a fulltime paid Deputy Sheriff III(s) will research on overtime each individual case number in which a victim sexual assault kit is maintained as evidence by our Office. Due to operational needs, much of this work to complete this task will be conducted on overtime so as not to interfere with our ability to handle new cases.

The requested grant funds will be used to support the Fresno County Sheriff-Coroner's Office efforts to meet the requirements outlined in AB No. 3118 and not to financially sustain the project in its entirety.

Respectfully,

Margaret Mims, Sheriff-Coroner

*Dedicated to Protect & Serve*

# **UNTESTED SEXUAL ASSAULT EVIDENCE GRANT**

## **A. Personal Services**

### **Salaries**

Classification/Positions	Computation	FY 2019-20
ID Tech III at step 9, 120 hours to project	Estimated hourly rate of \$29.55 times 120 hours	\$ 3,546
Extra Help Reserve Officer, 120 hours to project	Estimated hourly rate of \$15.00 times 120 hours	\$ 1,800
		\$ -
		\$ -
<b>SUBTOTAL</b>		<b>\$ 5,346</b>

### **Overtime**

Classification/Positions	Computation	FY 2019-20
Deputy Sheriff III at step 9, 196 overtime hrs to proj	Estimated overtime hourly rate of \$64.15 times 196 hours	\$ 12,573
ID Tech III at step 9, 50 overtime hours to project	Estimated overtime hourly rate of \$44.33 times 50 hours	\$ 2,217
		\$ -
		\$ -
<b>SUBTOTAL</b>		<b>\$ 14,790</b>

### **Benefits**

Classification/Positions	Computation	FY 2019-20
ID Tech III at step 9, 120 hours to project	Estimated benefits hourly rate of \$24.38 times 120 hours; OASDI @ 7.65% of regular salary = \$2.28; Retirement @ 62.39% of regular salary = \$18.44; Health Insurance @ \$7,656.80/2080 hrs = \$3.68	\$ 2,926
Extra Help Reserve Officer, 120 hours to project	OASDI @ 7.65% of \$15.00 = \$1.15 times 120 hours	\$ 138
Deputy Sheriff III at step 9, 196 overtime hrs to proj	OASDI @ 7.65% of \$64.15 = \$4.91 times 196 hours	\$ 962
ID Tech III at step 9, 50 overtime hours to project	OASDI @ 7.65% of \$44.33 = \$3.39 times 50 hours	\$ 170
<b>SUBTOTAL</b>		<b>\$ 4,195</b>
<b>TOTAL PERSONAL SERVICES</b>		<b>\$ 24,331</b>

# **UNTESTED SEXUAL ASSAULT EVIDENCE GRANT**

## **B. Operating Expenses**

Description	Computation	FY 2019-20
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>TOTAL</b>		\$ -

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

Description	Computation	FY 2019-20
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>TOTAL</b>		\$ -

## **D. Travel Expenses/Registration Fees\***

Description and Destination	Computation	FY 2018-2019
		\$ -
		\$ -
		\$ -
		\$ -
<b>TOTAL</b>		\$ -

\*Travel rates must adhere to State rules and limits.

# **UNTESTED SEXUAL ASSAULT EVIDENCE GRANT**

## **E. Other Expenses**

Description	Computation	FY 2019-20
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>TOTAL</b>		<b>\$ -</b>

## **F. Administrative Costs**

Description	Computation	FY 2019-20
		\$ -
		\$ -
<b>TOTAL</b>		<b>\$ -</b>

## **SUMMARY**

Budget Category	TOTAL REQUEST
A. Personal Services	\$ 24,331
B. Operating Expenses	\$ -
C. Equipment	\$ -
D. Travel/Registration	\$ -
E. Other Expenses	\$ -
F. Administrative Costs	\$ -
<b>TOTAL PROJECT COSTS</b>	<b>\$ 24,331</b>



DIVISION OF LAW ENFORCEMENT  
P.O. BOX 161089  
SACRAMENTO, CA 95816-1089  
Telephone: (916) 210-7418  
Fax (916) 731-2100  
E-Mail Address: [Shannon.Patterson@doj.ca.gov](mailto:Shannon.Patterson@doj.ca.gov)

January 11, 2019

**SENT VIA E-MAIL**

Margaret Mims, Sheriff-Coroner  
Fresno County Sheriff-Coroner's Office  
2200 Fresno Street  
Fresno, CA 93721

Re: Award Notification: DOJ-USAEG-2018-19-1

Dear Sheriff Mims,

Congratulations! Your grant application has been approved for funding in the amount of \$24,331.

In order to expedite this process, please e-mail 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 any questions about this process, please do not hesitate to contact me at (916) 210-7418 or at [USAEG@doj.ca.gov](mailto:USAEG@doj.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Shannon Patterson", with a stylized flourish at the end.

SHANNON PATTERSON  
Staff Services Manager II

For **XAVIER BECERRA**  
Attorney General

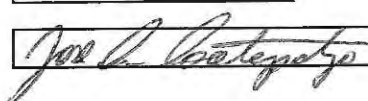
The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	COUNTY OF FRESNO		
Remit-To Address (Street or PO Box)	2200 Fresno Street		
City	Fresno	State	CA Zip Code+4 93721
Government Type:	<input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Special District <input type="checkbox"/> Federal <input type="checkbox"/> Other (Specify) _____	Federal Employer Identification Number (FEIN)	94-6000512

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person	Jose Coatepotzo	Title	Supervising Account Clerk II
Phone number	559-600-1425	E-mail address	jcoatepotzo@fresnocountyca.gov
Signature		Date	01/25/19

# *Fresno County Sheriff's Office*

Untested Sexual Assault Evidence Grant (USAEG)

2200 Fresno Street

Fresno, CA 93721

(559)600-8800

Margaret.Mims@fresnosheriff.org

## **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 Fresno 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 \$24,331, (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](mailto: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 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>).

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](mailto: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**

Jeff Kertson, Sergeant  
Fresno County Sheriff's Office, Sexual Assault Unit  
2200 Fresno Street  
Fresno, CA 93721  
(559)600-8144  
Jeff.kertson@fresnosherriff.org

## **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.

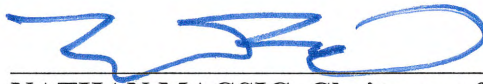
**X AUTHORIZATION**

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.

  
**MARGARET MIMS, Sheriff**  
 Fresno County Sheriff's Office

2/8/19  
 Date

ATTEST:  
 BERNICE E. SEIDEL  
 Clerk of the Board of Supervisors  
 County of Fresno, State of California


  
**NATHAN MAGSIG, Chairman of the**  
**Board of Supervisors of the County of Fresno**

3-12-19  
 Date

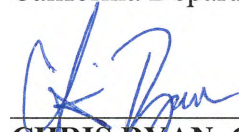
By Susan Bishop  
 Deputy

  
**SHANNON PATTERSON, Interim Grant Mgr.**  
 Bureau of Forensic Services  
 California Department of Justice

3/22/19  
 Date

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

3/22/19  
 Date

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

3/27/19  
 Date