



C A L I F O R N I A
DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

DIVISION OF LAW ENFORCEMENT
BUREAU OF FORENSIC SERVICES
1300 I STREET, SUITE 1150
SACRAMENTO, CA 95814

EMAIL: saesg@doj.ca.gov

August 14, 2025, via email

Samantha Dal Porto
San Mateo County Sheriff's Office
Forensic Laboratory
50 Tower Rd.
San Mateo, CA. 94402

Re: Award Notification: DOJ-SAESG-2025-26-03

Congratulations! Your grant application has been approved for funding in the amount of **\$2,362,500**. Please see the attached Approved Budget for your authorized expenditures.

A draft Memorandum of Understanding (MOU) is attached for your review. Please review it carefully and add the appropriate information in the highlighted areas on the cover page and in Sections VII and X. Feel free to add signature lines or program contacts as necessary. Please email the reviewed and signed MOU to DOJ at SAESG@doj.ca.gov.

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

If you have questions about this grant, please email inquiries to SAESG@doj.ca.gov.

Sincerely,

Barry A. Miller, Director
Bureau of Forensic Services

For ROB BONTA
Attorney General

*San Mateo County Sheriff's Office
Forensic Laboratory*

Samantha Dal Porto
50 Tower Road, San Mateo, CA 94402
(650) 312-5309
Sdalporto@smcgov.org

MEMORANDUM OF UNDERSTANDING

with the

California Department of Justice

Expires June 30, 2028

I PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the **San Mateo County Sheriff's Office, Forensic Laboratory** (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 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, 2028. The allowable expense period will be April 1, 2025 to June 30, 2028.

DOJ grants to Grantee **\$2,362,500** (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 submitted via email to DOJ at SAESG@doj.ca.gov.

III BUDGET

Grantee shall expend the Grant Amount in accordance with the Approved Budget as follows:

EXPENDITURE CATEGORY	TOTAL AUTHORIZED AMOUNT
Other Expenses	\$2,362,500
TOTAL	\$2,362,500

Grantee shall submit any request for a change to an Approved Budget item via e-mail to DOJ, and any changes to the Approved Budget must be pre-approved in writing by 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 via email to DOJ a Grantee Invoice for each month, 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 Grantee Invoices must be submitted via email to DOJ at SAESG@doj.ca.gov.

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 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 submitted via email to DOJ at SAESG@doj.ca.gov 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 DOJ no later than July 15th).

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:

For the reporting period, the total number of untested sexual assault cases submitted for testing, or the total number of cases with DNA testing completed 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 submitted via email to DOJ at SAESG@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, 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, DOJ shall have the option either to cancel this MOU with no liability occurring to DOJ or offer an amendment to the Grantee to reflect the reduced amount.

VI ADMINISTRATION AND AUDIT

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

Grantee agrees that 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

Samantha Dal Porto, Laboratory Director
San Mateo County Sheriff's Office, Forensic Laboratory
50 Tower Road, San Mateo, CA 94402
650-312-5309
sdalporto@smcgov.org

Veronica Ruiz, Management Analyst
San Mateo County Sheriff's Office, Fiscal Bureau
330 Bradford St., Redwood City, CA 94063
650-363-7819
vruiz@smcgov.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 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 to this section shall survive the expiration or termination of this MOU.

Optional Termination- 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

San Mateo County Sheriff's Office, Forensic Laboratory agrees to submit via email to DOJ a quarterly report beginning October 1, 2025. 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 with testing completed, 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.) Date evidence was submitted to a crime laboratory for processing
 - 4.) Submitting agency and submitting agency case number, if applicable

On or before August 1, 2028, a final quarterly report must be submitted via email to DOJ at SAESG@doj.ca.gov.

X AUTHORIZATION

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



Christina Corpus, Sheriff
San Mateo County Sheriff's Office



Date



Samantha Dal Porto, Laboratory Director
San Mateo County Sheriff's Office



Date

BARRY MILLER, Director
Bureau of Forensic Services
Division of Law Enforcement
California Department of Justice

Date

STEPHEN WOOLERY, Chief
Division of Law Enforcement
California Department of Justice

Date

CHRIS RYAN, Chief
Division of Operations
California Department of Justice

Date