

# *Emeryville Police Department*

Contract Name

(Address)

(Telephone)

(Email Address)

## **MEMORANDUM OF UNDERSTANDING**

with the

California Department of Justice

*January 1, 2019– June 30, 2019*

## **I PURPOSE**

This Memorandum of Understanding (the “MOU”) is entered into by the Department of Justice (“DOJ”) and the Emeryville Police 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 local California agencies to count untested sexual assault evidence kits in their inventory as of October 1, 2018.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2019.

The DOJ grants to Grantee \$4,499.29, (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 agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

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

## **IV COST REIMBURSEMENT/INVOICING**

DOJ agrees to reimburse Grantee, in arrears, for Grantee’s actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget, included completed travel and training. The Grantee is required to ensure that all vendor deliverables are

accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.<sup>1</sup>

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template clearly identifying which expenditure the invoice is associated with. 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 expenditure. (Example, a purchase made on June 2<sup>nd</sup> would require invoice to be received by the DOJ no later than July 15<sup>th</sup>).

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 the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either 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**

Pursuant to Government Code section 680.4, each agency must submit a report to the DOJ on or before July 1, 2019. The following information must be included in the report:

- The total number of untested sexual assault kits in their 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.

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<sup>1</sup> Approved Budget included under Attachment 1.

- 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 through March 31: 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 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 any 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 grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

## **VIII GRANTEE CONTACT INFORMATION**

Name and Title

Agency Name, Department/Unit

Mailing Address

Phone Number

E-Mail

Name and Title

Agency Name, Department/Unit

Mailing Address

Phone Number

E-Mail

Name and Title

Agency Name, Department/Unit

Mailing Address

Phone Number

E-Mail

Name and Title

Agency Name, Department/Unit

Mailing Address

Phone Number

E-Mail

## **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- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

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.

**EXAMPLE**

Chief Name and Title

X Police Department

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Date

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**EXAMPLE**

Local County Agency Head (Name and Title)  
Y Sheriff's Department

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Date

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**EXAMPLE**

Local County Agency Head (Name and Title)  
Z District Attorney's Office

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Date

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**SHANNON PATTERSON, Interim Grant Mgr.**

Bureau of Forensic Services  
California Department of Justice

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Date

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**BARRY MILLER, Director**

Bureau of Forensic Services  
California Department of Justice

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Date

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**CHRIS RYAN, Chief**

Division of Operations  
California Department of Justice

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Date