

Long Beach Police Department

400 West Broadway, Long Beach, CA 90802
(562) 570-7301

36457

MEMORANDUM OF UNDERSTANDING

with the

California Department of Justice

Expires June 30, 2023

I PURPOSE

This Memorandum of Understanding (MOU) is entered into by the California Department of Justice (DOJ) and the Long Beach 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 DOJ's Request for Applications for activities for city and county agencies in the State of California to process untested sexual assault evidence. All Grantees shall provide a dollar-for-dollar match to any grant funds awarded.

This MOU shall become effective upon execution by all parties and shall expire on June 30, 2023.

DOJ grants to Grantee \$11,221 (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 DOJ at:

California Department of Justice
Division of Law Enforcement
Attn: Nicole Behler
1300 I Street, Suite 1150
Sacramento, CA 95814
USAEG-BR@doj.ca.gov

III BUDGET

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

EXPENDITURE CATEGORY	TOTAL AUTHORIZED AMOUNT
Personal Services (personnel salaries, wages, overtime)	\$11,221
TOTAL	\$11,221

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

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 Administrator via US 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 DOJ for reimbursement shall include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, and the Approved Budget 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 DOJ in 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 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:

- 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:

Grantees shall provide a dollar-for-dollar match to any grant funds awarded. Each agency request for reimbursement shall reflect the dollar amount and the local funding source committed by the agency.

Grantee invoices must be delivered via US 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
USAEG-BR@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.

For purposes of this MOU, if funding for any fiscal year is reduced or deleted by the Budget Act DOJ shall have the option either to cancel this MOU with no liability occurring to DOJ or to 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

Wally Hebeish, Chief of Police
Long Beach Police Department
400 W Broadway, Long Beach, CA 90802
(562) 570-7301
LBPDCommander-ChiefOfStaff@longbeach.gov

Norma Carrillo, Police Sergeant
Long Beach Police Department, Detective Division, Sex Crimes Detail
400 W Broadway, Long Beach, CA 90802
(562) 570-7270
Norma.Carrillo@longbeach.gov

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 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


Long Beach Police Department agrees to submit a bimonthly report beginning December 1, 2021. 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 bimonthly report of untested sexual assault cases must be submitted to DOJ on or before June 30, 2023.

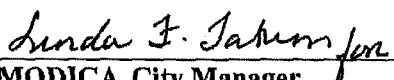
IX AUTHORIZATION

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.



WALLY HEBEISH, Chief of Police
Long Beach Police Department

6/8/22
Date




TOM MODICA, City Manager
City of Long Beach

5/4/2022
Date

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

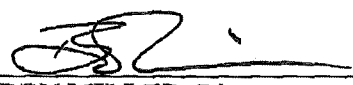
CHARLES PARKIN, City Attorney
City of Long Beach

Date



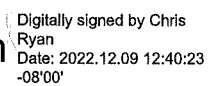
JOHN D. MARSH, Chief
Division of Law Enforcement
California Department of Justice

11/8/22
Date



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


9/12/22
Date



Chris Ryan
Division of Operations
California Department of Justice

Digitally signed by Chris
Ryan
Date: 2022.12.09 12:40:23
-08'00'

12/9/2022
Date

APPROVED AS TO FORM
APRIL 28, 2022
CHARLES PARKIN, City Attorney
By 
ERIN WEISNER-MCKINLEY
DEPUTY CITY ATTORNEY
ARTURO D. SANCHEZ