

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

OCTOBER 20, 2020

TITLE:

**APPROPRIATION ADJUSTMENT AND  
AGREEMENT ACCEPTING \$52,049 IN  
CALIFORNIA DEPARTMENT OF JUSTICE  
SEXUAL ASSAULT EVIDENCE  
SUBMISSION GRANT FUNDS  
(NON-GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1<sup>st</sup> Reading
- ☐ Ordinance on 2<sup>nd</sup> Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

/s/ Kristine Ridge

CITY MANAGER

## **RECOMMENDED ACTION**

1. Approve an appropriation adjustment accepting \$52,049 total revenue over a two-year period in the Law Enforcement Grants revenue account (No. 12814002-52025) and appropriate \$28,627 for FY 20-21 in the Sexual Assault Evidence Grant account (No. 12814417-61040).
2. Authorize the City Manager and the Chief of Police to sign the California Department of Justice agreement, for the period of October 20, 2020 through June 30, 2022, in an amount not to exceed \$52,049, subject to non-substantive changes approved by the City Manager and City Attorney.

## **DISCUSSION**

The California Department of Justice solicited grant applications for agencies to submit sexual assault kits (biological evidence) that have not been tested. The goal behind this grant was to help law enforcement agencies process an already identified backlog of sexual assault kits. In response to this available funding, the Santa Ana Police Department submitted a grant application to the California Department of Justice and was awarded \$52,049.

The Santa Ana Police Department has identified 543 sexual assault kits that were booked as evidence, but have not been tested. They date back to 1978. Each of these cases was thoroughly investigated and has a unique set of circumstances as to why the kits were not tested. Many of these kits were collected before modern DNA testing was available. Others were prosecuted without the use of biological evidence (other evidence was used). Some cases were closed for a variety of other reasons.

A Detective Sergeant and ten Detectives from the Special Crimes Section will be available to conduct the follow-up needed for each case. By utilizing these grant funds for overtime, a goal will be set to review an average of 25 cases for testing per month and submit them for testing if they meet criteria set forth by the Orange County Crime Lab and the District Attorney's Office. The entire backlog of cases should be completed in 20 months.

**FISCAL IMPACT**

Staff recommends to recognize \$52,049 total revenue over a two-year period in the Law Enforcement Grants revenue account (No. 12814002-52025) and appropriate the FY20-21 portion of \$28,627 in the Sexual Assault Evidence Grant account (No. 12814417-61040). The remaining \$23,422 of the grant revenue will be appropriated with the FY21-22 budget, if approved by the City Council.

<b>Fiscal Year</b>	<b>Accounting Unit- Account #</b>	<b>Accounting Unit, Account Description</b>	<b>Amount</b>
FY 2020-21	12814417 61040	Sexual Assault Evidence Grant	\$28,627
FY 2021-22	12814417 61040	Sexual Assault Evidence Grant	\$23,422
		<b>Total</b>	<b>\$52,049</b>

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: David Valentin, Chief of Police - Police Department

Exhibit: 1. Agreement with California Department of Justice

# *Santa Ana Police Department*

Commander Matt Brown  
60 Civic Center Plaza, Santa Ana, CA 92701  
714-245-8401  
[Mbrown@santa-ana.org](mailto:Mbrown@santa-ana.org)

## **MEMORANDUM OF UNDERSTANDING**

with the  
California Department of Justice

Expires June 30, 2022



## I PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the **SANTA ANA 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 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, 2022.

The DOJ grants to Grantee **\$52,049**, (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: Nicole Behler  
1300 I Street, Suite 1150  
Sacramento, CA 95814  
[SAESubmission@doj.ca.gov](mailto:SAESubmission@doj.ca.gov)

## III BUDGET

Grantee shall expend the Grant Amount in accordance with the approved Budget included as Attachment 1 hereto (Approved Budget), and as follows:

EXPENDITURE CATEGORY	TOTAL AUTHORIZED AMOUNT
Personal Services (personnel overtime)	\$52,049
<b>TOTAL</b>	<b>\$52,049</b>

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 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 manager via U.S. 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 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 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>).

**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:**

There is no match requirement for this grant.

Grantee Invoices must be delivered via U.S. 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  
[SAESubmission@doj.ca.gov](mailto:SAESubmission@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 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 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**

Matt Brown, Commander  
Santa Ana Police Department/Criminal Investigations Division  
60 Civic Center Plaza  
Santa Ana, Ca 92701  
Office: (714) 245-8401  
[mbrown@santa-ana.org](mailto:mbrown@santa-ana.org)

Fidencio Zepeda, Detective Sergeant  
Santa Ana Police Department, CID-Special Crimes Section  
60 Civic Center Plaza, Ca 92701  
Office: (714) 245-8376  
[fzepeda@santa-ana.org](mailto:fzepeda@santa-ana.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 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.

## **IX REPORTING REQUIREMENT**

**SANTA ANA POLICE DEPARTMENT** agrees to submit a quarterly report beginning September 1, 2020. 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 quarterly report of untested sexual assault cases must be submitted to the DOJ on or before June 30, 2022.**



**IX AUTHORIZATION**

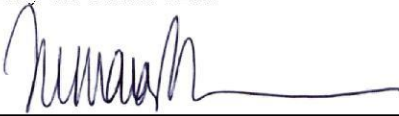
The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all of its attachments, and will become effective upon completion of signature from all parties.

\_\_\_\_\_  
**DAVID VALENTIN, Chief of Police**  
 Santa Ana Police Department

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**KRISTINE RIDGE, City Manager**  
 City of Santa Ana

\_\_\_\_\_  
 Date



\_\_\_\_\_  
**TAMARA BOGOSIAN, Sr. Assistant City Attorney**  
 City of Santa Ana

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**NICOLE BEHLER, Grant Administrator**  
 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