

Memorandum of Understanding
California Department of Justice (CA DOJ)
California Justice Information Services Division (CJIS)
&
Garden Grove Police Department (PD)
Sex Offender Registration and Notification Act (SORNA)
2016 Grant Pilot Project
Agreement # 16-0002G
Grant # 2016-DS-BX-0002

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to create an agreement between the CA DOJ and the Garden Grove PD.

II. MOU TERM:

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences January 13, 2017, and this agreement will terminate on July 31, 2017. The CA DOJ reserves the right to extend this MOU, with prior federal approval, up to one year from the expiration date listed above.

III. BACKGROUND:

California has approximately 500 registering agencies that vary largely in the monetary resources that are available to them for registration and notification. These registering agencies are tasked with many responsibilities for facilitating registration processes in their jurisdiction, including ensuring the immediate transfer of sex offender information; keeping sex offender registration information current; ensuring timely entry and submission of registration information; and enforcing registration compliance. Additionally, registering agencies are also tasked with providing community notification within their jurisdiction. Recently, California has started to recover from a prolonged economic downturn. Many local agencies have, over an extended period of time, been challenged to meet all their sex offender registration and notification responsibilities under severe budget constraints. While funding for local municipalities has slowly become more available, the effects of the recession are still felt today for registering law enforcement agencies (LEAs).

Many California LEAs lack industry standard technologies and equipment that will allow sex offender registration information to be collected and tracked more immediately and efficiently in electronic formats. For example, some agencies are still utilizing manual hard copy fingerprint cards in lieu of live scan devices to collect registration prints. Other agencies may lack funding for adequate computer software/hardware, compliance and registration equipment, office equipment, and personnel resources, all of which play a key role in facilitating sex offender registration and notification. The availability of these resources will increase sex offender registration compliance rates and allow for more timely submission of registration and notification information.

To meet the goals of this agreement both parties agree to:

1. Address deficiencies and improve sex offender registration and notification processes in California.

IV. RESPONSIBILITIES OF THE PARTIES:

Responsibilities of CA DOJ:

1. CA DOJ will host a kickoff meeting with LEAs in January of 2017, to discuss eligible purchases and reimbursement processes.
2. CA DOJ will periodically meet via email or by phone with LEAs to monitor their award usage and progress.
3. Grant monitoring will be done by CA DOJ's Grant Unit. All reporting requirements will be a joint effort between CA DOJ and Garden Grove PD and submitted to the granting agency by CA DOJ's Grant Unit.
4. Provide reimbursement to Garden Grove PD in an amount that will not exceed \$15,000 to purchase the following: (1) "Off the Shelf" software product, (2) scanners, (1) camera bag, (1) digital camera, (3) external hard drives 1 TB, (2) touchscreen laptops 1TB/16G, (2) laptop bags.

Total funding for the items outlined in line item 4 shall not exceed \$15,000.

Responsibilities of the Garden Grove PD:

1. Attend kickoff meeting with CA DOJ in January of 2017, to discuss eligible purchases and reimbursement processes with CA DOJ.
2. Participate with CA DOJ via email and by phone to monitor their award usage and progress.
3. Use funding to address deficiencies and improve sex offender registration and notification processes in their jurisdiction.
4. Serve as the purchasing agent. Garden Grove PD will ensure that all purchases are conducted in accordance with the agencies purchasing procedures and guidelines with the exception of state travel. A copy of Garden Grove PD's purchasing policy used to procure budgeted items will be provided to CA DOJ. The procurement guidelines must be current and shall be used to purchase the Garden Grove PD approved budgeted items. CA DOJ will not provide reimbursement if the agency does not follow their purchasing policies and provide all necessary documents related to all procurement activities.
5. The final report summarizing all procurement activities and purchasing status including invoices must be submitted to CA DOJ's Grants Unit no later than May 15, 2017. The status of travel, training, and any purchases must be included in the report.

Note: Please refer to Exhibit A, Payment Processing Guidelines, for directions on how to submit Garden Grove PD invoice for review, approval, and payment. Refer to Exhibit B, Budget Table, for the description and costs associated with this MOU. Refer to Exhibit C, Travel Rates, for the description and allowances associated with this MOU, and complete the attached Travel Expense Template.

V. REPORTING:

The CA DOJ is required to report to the Bureau of Justice Assistance through the Board of State and Community Corrections (BSCC) on a semi-annual basis. CA DOJ will utilize the purchasing activities and final reports received from participating LEAs to assist in developing these reports; however, the CA DOJ reserves the right to reach out to Garden Grove PD for additional information and clarification where needed.

VI. EFFECTIVE DATE, MODIFICATION, AND TERMINATION:

This agreement shall be effective when executed by all of the Parties and will continue in effect until terminated. The agreement may be modified at any time by written consent of all Parties.

This MOU may be terminated, with respect to any Party, at any time, upon written notice of withdrawal to all other Parties. Any Party desiring to withdraw from this MOU will provide such written notification to all Parties at least thirty (30) days prior to withdrawal.

VII. MISCELLANEOUS PROVISIONS:

- This MOU does not confer, grant, or authorize any rights or privileges to any entity or person other than the CA DOJ and Garden Grove PD.
- All reports, notices, requests, and/or correspondence shall be forwarded to the CA DOJ Assistant Bureau Chief, Linda Schweig at Linda.Schweig@doj.ca.gov, Program Manager, Laurie Denny at Laurie.Denny@doj.ca.gov and CA DOJ Grant Analyst, Robyn Anderson at Robyn.Anderson@doj.ca.gov.
- CA DOJ reserves the ability to extend the term of this MOU, up to one full calendar year, should unanticipated delays or other project activities adding value warrant such an action. Extensions will be contingent upon granting agency approval.
- Any invoice received after May 15, 2017, will not be reimbursed by CA DOJ or the granting agency, unless an extension is mutually agreed upon by all parties.

All parties agree to indemnify and hold harmless each other from any and all claims, liabilities, or losses. Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of each party which includes, but is not limited to, an act of terrorism, war, riot, civil disobedience, strikes, labor disputes, epidemic, power outages, sabotage, flood, drought, earthquake, storm, fire, pestilence, lightning, or any other natural catastrophes for the duration of this MOU.

VIII. EFFECTIVE DATE AND SIGNATURES:

This MOU shall be in effect once all signatures of CA DOJ and Garden Grove PD have been received, and will remain effective through July 31, 2017. CA DOJ and Garden Grove PD, indicate agreement with this MOU by their signatures.

JOE DOMINIC, DIRECTOR
California Justice Information Services Division
California Department of Justice

Date

SHERI WRIGHT, GRANT MANAGER
California Justice Information Services Division
California Department of Justice

Date

AGENCY CONTACT, TITLE
Garden Grove Police Department

Date

Memorandum of Understanding
Exhibit A
Payment Processing Guidelines
California Department of Justice (CA DOJ)
California Justice Information Services Division (CJIS)
&
Garden Grove Police Department
2016 SORNA Pilot Project
Agreement #16-0002G
Grant # 2016-DS-BX-0002

Invoicing

Law enforcement agencies (LEAs) will submit only one (1) invoice in arrears for services and purchases, satisfactorily rendered as well as, completed travel/training. The LEAs are required to ensure that all vendor deliverables are accepted and approved, equipment has been delivered, travel has been completed, and administrative activities have been performed. Upon receipt and approval of the invoice, the California Department of Justice (CA DOJ) agrees to compensate the LEAs for actual expenditures incurred, not to exceed the costs specified in the Memorandum of Understanding (MOU), 2016 SORNA Reallocation Grant, Exhibit B, Budget Table or Exhibit C, Travel Rates.

LEAs will provide substantiation to CA DOJ pertaining to acceptance of hardware, software, services, and deliverables along with LEA approved invoices for payment. Invoices approved for payment by the LEAs must include: the invoice number, invoice date, service period, agreement number, grant number, vendor name, vendor contact information, amounts, a purchasing summary indicating what was purchased and how it will further SORNA, and any other pertinent information. The invoice and purchasing summary must accompany the LEAs request for reimbursement. Should any equipment be purchased, copies of packing slips substantiating delivery of equipment shall be submitted to CA DOJ. All travel documentation as outlined in Exhibit C, Travel Rates, Travel Expense Template, and any other pertinent information deemed necessary by CA DOJ will be attached and included in the invoice.

LEAs requests for reimbursement/invoice and supporting documentation will be sent in hardcopy format no later than May 15, 2017. Hardcopies shall be sent to:

California Department of Justice
California Justice Information Services Division
4949 Broadway, Room D-214
Sacramento, CA 95820
Attention: Robyn Anderson, Grant Analyst

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, this agreement shall be of no further force and effect. In this event, the CA DOJ shall have no liability to pay any funds whatsoever to provider or to furnish any other considerations under this agreement; and provider shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this agreement, the CA DOJ shall have the option to either cancel this agreement with no liability occurring to the CA DOJ, or offer agreement amendment to the provider to reflect the reduced amount.

**Exhibit B Budget Table
2016 SORNA Pilot Project
Garden Grove Police Department**

Budget Category	Grant Sub-Award
Supplies	\$15,000
(2) Scanners, (2) Laptops, (3) External Hard Drive 1TB, (2) Laptop Bags, (1) Camera Bag, (1) Digital Camera, (1) Off the Shelf-Software Product	\$15,000
Total Award Amount	\$15,000

****Effective January 1, 2017 mileage reimbursement rate is 53.5 cents****

Memorandum of Understanding (MOU)
Exhibit C
Travel Rates
Garden Grove Police Department
2016 Grant Pilot Project

California Department of Justice (CA DOJ) will reimburse travel expenses in accordance with the rates outlined below. These rates are effective through July 31, 2017, and are subject to change. Travel expenses must not exceed these listed lodging amounts or travel breakdown indicated on the LEAs MOU.

The attached Travel Expense Template will be completed and submitted along with substantiating evidence such as receipts and directional printouts from any reputable internet Global Positioning System (GPS) application as specified below.

Lodging

The lodging rates for counties currently identified in the MOU are as follows:

- \$250.00 in San Francisco county and City of Santa Monica, plus tax and energy surcharge;
- \$140.00 in Monterey, Alameda, San Mateo, San Diego and Santa Clara counties, plus tax and energy surcharge;
- \$120.00 in Los Angeles, Orange and Ventura counties, plus tax and energy surcharge;
- \$95.00 in Napa, Riverside, and Sacramento Counties, plus tax and energy surcharge;
- \$110.00 in Marin, plus tax and energy surcharge; or
- \$90.00 in all other California counties, plus tax and energy surcharge.

Receipts are required for lodging. The receipt should include the date(s) of stay, address, daily room rate and applicable taxes.

Please note: a minimum of 50 miles one-way is required to claim lodging expenses.

Meal Allowances and Incidentals

All meal allowances must be substantiated with a receipt. Meal allowance rates are as follows:

Breakfast \$7.00

Lunch \$11.00

Dinner \$23.00

Incidentals \$5.00 (for each 24 hour time period)

For travel lasting 24 hours or more, travelers may claim meals, per diem and incidentals, based on the following timeframes:

- First day of travel
 - Trip begins at or before 6 a.m. – Breakfast may be claimed
 - Trip begins at or before 11 a.m. – Lunch may be claimed
 - Trip begins at or before 5 p.m. – Dinner may be claimed
- Continuing after 24 hours
 - Trip ends at or after 8 a.m. – Breakfast may be claimed

Exhibit C – Travel Rates
Garden Grove Police Department

- Trip ends at or after 2 p.m. – Lunch may be claimed
- Trip ends at or after 7 p.m. – Dinner may be claimed

For trips that are less than 24 hours, the participant may claim breakfast and/or dinner based on the following timeframes:

- Fractional day of travel
 - Trip begins at or before 6 a.m. and ends at or after 9 a.m. – Breakfast may be claimed
 - Trip begins at or before 4 p.m. and ends at or after 7 p.m. – Dinner may be claimed

Travelers are not allowed to claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there is no overnight stay, meals claimed are taxable.

Travelers are not allowed to claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

Mileage

Private vehicle mileage is defined as reasonable ground transportation expenses, at the applicable IRS-approved rate per mile. Mileage is determined from the LEA's main office located at 11301 Acacia Parkway, Garden Grove, CA 92840 or from the claimant's home, whichever is the shorter distance. When requesting reimbursement, please provide CA DOJ with a printout of the mileage from any reputable internet GPS application such as MapQuest or GoogleMaps. Show the starting and ending address, they should always match.

Other Fees and Expenses

Parking fees and bridge tolls will require receipts.

Rental Cars

Travelers will be expected to reserve the vehicle through Enterprise. It is a requirement that the rental vehicle be returned with a full tank of gas. If the vehicle is not rented through Enterprise, Enterprise rates will apply. They are as follows:

- Compact \$33.00
- Mid-size \$33.00
- Loss Damage Waiver
- Taxes

Exhibit C – Travel Rates
Garden Grove Police Department

Airline

Planned air travel will be included and identified in the purchasing summary. Only refundable or exchangeable economy tickets may be purchased in the event the traveler is precluded from traveling due to illness or plans are likely to change. Airline ticket receipts must be submitted to the CA DOJ.

Travel reimbursement requests must follow the Payment Processing Guidelines, Exhibit A, for instructions.

All transportation costs will be reimbursed at the least costly rate. When necessary, a cost comparison will be required.

