



GREGORY D. TOTTEN  
District Attorney

SHERIFF BILL AYUB  
Ventura County Sheriff

CHIEF KEN CORNEY  
Ventura Police Department

CHIEF SCOTT WHITNEY  
Oxnard Police Department

## VENTURA COUNTY

### LAW ENFORCEMENT COORDINATING COMMITTEE

CHIEF DAVID LIVINGSTONE  
Simi Valley Police Department  
Chair

CHIEF ANDREW SALINAS  
Port Hueneme Police Department

CHIEF DAVID LIVINGSTONE  
Simi Valley Police Department

CHIEF STEVE MCLEAN  
Santa Paula Police Department

### MEMORANDUM OF UNDERSTANDING INVESTIGATIVE GENETIC GENEALOGY

All parties consider it essential to establish investigative genetic genealogy (IGG) procedures. The implementation of such procedures will ensure IGG practices are consistent and predictable and will result in the equitable investigation and prosecution of criminal cases. We recognize the dual goals of safeguarding the privacy of our citizens while upholding our obligation to seek justice and promote public safety. In doing so, the parties agree that nothing in this MOU authorizes the Investigating Agency or the Prosecuting Agency to use IGG DNA data for purposes other than the identification of a suspect in an unsolved, violent crime or crime of critical public safety implications; or to identify human remains.

By signing this MOU, the Investigating Agency and the Prosecuting Agency agree to the following:

#### CRIME SCENE FORENSIC UNKNOWN

1. The crime at issue is an unsolved, violent felony; or has critical public safety implications.
2. The Investigating Agency has pursued all other reasonable and viable investigative leads, including DNA profile comparisons to suspect reference samples, with negative results.
3. The Investigation has developed a forensic unknown STR DNA profile from the evidence attributable to the perpetrator in the case.
4. The Investigating Agency has submitted the forensic unknown profile to the California Department of Justice (DOJ) Combined Offender State DNA Index

(CODIS) and National DNA Index (NDIS) and no hit has resulted from routine investigation.

5. The Investigating Agency, if it has not yet done so, should consider submitting a request for a Familial Search of the forensic unknown profile to the DOJ where: 1) No circumstances exist that might thereby limit future testing, or result in the consumption of any remaining DNA; and 2) such a request would not unnecessarily delay the investigation where the public safety risk is critical.

### **UNDERTAKING INVESTIGATIVE GENETIC GENEALOGY**

6. If the forensic unknown STR DNA profile does not qualify for a CODIS upload, the Investigating Agency has consulted with the Prosecuting Agency and noted the reason why the forensic unknown STR DNA profile does not qualify for a CODIS upload in the case file.
7. The Investigating Agency has consulted with the Prosecuting Agency and both agree that IGG is an appropriate and necessary step in the development of investigative leads.
8. If the crime is solved by the identity of the perpetrator being conclusively established while IGG is in progress, IGG will cease immediately.
9. The Investigating Agency agrees that no arrest will be made based solely on the identification of a potential suspect from IGG. The identification is an investigative lead only and must be confirmed by STR DNA testing through a legally-obtained sample.
10. The Investigating Agency should consult with the Prosecuting Agency prior to obtaining any surreptitious sample from a potential suspect identified by IGG.
11. The Investigating Agency will consult with the Prosecuting Agency when it is necessary to obtain a DNA sample from an individual other than the potential suspect (e.g., an individual who has been determined to be genetically related to the potential suspect) to further IGG. Such samples will be obtained legally and, in appropriate circumstances, the Investigating Agency shall obtain written, informed consent from that individual.
12. The Prosecuting Agency should be consulted prior to seeking a Search Warrant based upon information obtained from IGG.
13. No offender name obtained from IGG will be released until the involved agencies have conferred and agree that an arrest warrant is imminent and the case has been referred to the Prosecuting Agency for a filing decision or, in

the case of a deceased offender, the involved agencies agree that releasing the offender's name is appropriate.

#### **USE OF INVESTIGATIVE GENETIC GENEALOGY DATA**

14. The Investigating Agency and the Prosecuting Agency will only use data obtained from IGG to identify a suspect or human remains and for no other purpose.
15. Once the Investigating Agency has identified a suspect as a result of IGG and has confirmed that identification by STR DNA testing through a legally-obtained sample; the Investigating Agency will download and maintain a copy of all information uploaded to a genealogical website, remove the crime scene forensic unknown DNA and account profile from the genealogical website, and redact from reports (but maintain) all names of relatives used to identify a suspect through IGG.
16. The Investigating Agency agrees that, so long as consistent with the law, and in order to protect privacy, it will not include in any Warrant or Probable Cause Declaration, the names of persons identified as *possible or putative* relatives of the forensic unknown learned during IGG. In constructing the family histories necessary to identify possible suspects, law enforcement and those who contract to work with them will learn the identities of many persons, including some whose relationship to the forensic unknown is conjectural. Most will have no connection to the crimes being investigated. These names, used only for developing investigative leads, will not be released except through court order or pursuant to the California Penal Code statutes and case law governing discovery in criminal matters, as determined by the Prosecuting Agency.
17. The Investigating Agency and the Prosecuting Agency both agree that they will not use any DNA data in violation of the terms of this MOU.
18. The Investigating Agency and the Prosecuting Agency both agree that they will not sell, distribute, or otherwise use DNA or genealogical data for scientific research or for any commercial, medical, health, or pharmaceutical purpose of any kind.
19. This MOU is not intended to create any rights in any parties to the agreement nor in any third parties.
20. This MOU may be modified by a written amendment signed by all parties. As written, this MOU will remain in effect for one year from the date of signing. After one year, the parties to the MOU may agree to continue procedures as described in this MOU; or may modify procedures based on evolving best

practices to ensure the privacy of citizens while upholding our obligation to seek justice and promote public safety.

All parties to this MOU understand and agree to each of its provisions.

I certify that I am a duly authorized representative of the entity indicated below and have the authority to sign this MOU on behalf of my agency and obligate it accordingly.



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Port Hueneme Police Department



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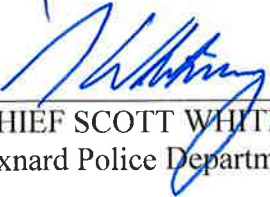
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