CITY OF FRESNO
City Clerk's Office (Original)

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9/24/09

MEMORANDUM OF UNDERSTANDING

[Violence Against Women Act (VAWA) Services Training Officers Prosecutors (STOP) American Recovery and Reinvestment Act of 2009 (Recovery Act) for the Sexual Assault Specialized Response Unit Program]

This Memorandum of Understanding (MOU), effective as of September 1, 2009 as provided hereunder, is entered into by and between the City of Fresno, a California municipal corporation, herein after referred to as "Agency," and RCS - Resource Center for Survivors of Sexual Assault and Family Violence, a California nonprofit corporation, herein after referred to as "RCS."

RECITALS

WHEREAS, Agency has submitted an application to the California Emergency Management Agency ("CalEMA"), Law Enforcement and Victim Services Division for $243,645, in grant funds through the 2009 Grant Funding Cycle – Sexual Assault Specialized Response Unit Program funded by the federal Violence Against Women Act (VAWA) Services Training Officers Prosecutors (STOP) American Recovery and Reinvestment Act of 2009 (Recovery Act) - herein after referred to as the "Program," incorporated by reference herein; and

WHEREAS, the Program is intended to *improve the response to victims of sexual assault through the thorough investigation of the incident and immediate and follow-up services to the victim;* and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement ("Grant") with the State of California consistent with the Program, the Agency intends through its Police Department ("FPD") to work with the *RCS* for the purpose of providing maximum available assistance for *sexual assault* victims residing within the City of Fresno including investigation, immediate victim advocacy, and training for law enforcement officers; and

WHEREAS, the Agency and the RCS believe that implementation of the Grant funded Program as described herein will further the above goals and to this end agree to coordinate and provide the services referenced herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions of the Program and this MOU the parties mutually agree as follows:

1. DESIGNATED CONTACT PERSONS

Agency:
Fresno Police Department
Family Justice Bureau
Sgt. Nina Jacobs
2323 Mariposa Mall
Fresno,, CA 93721

RCS:
Resource Center for Survivors of Sexual Assault and Family Violence.
Shirley Sanchez, Executive Director
259 N. Blackstone Ave.
Fresno, CA 93701

2. ROLES AND RESPONSIBILITIES

A. FPD, subject to all applicable constitutional and local law requirements, shall act as the lead agency in coordinating the activities of the Program to target sexual assaults. FPD shall identify victims and families to be served by this Grant. The detectives shall provide specialized investigation into sexual assault cases to enhance the probability of successful prosecution. FPD shall provide training on police procedures, office space, office furniture, office supplies and telephones to RCS for use by the RCS advocate herein after referred to as a *Special Liaison Advocate.* These items shall be located at, and maintained by, FPD. FPD representatives will attend monthly meetings with the RCS staff to assess progress and find solutions to problems. FPD shall be responsible for ensuring that the following performance standards, as detailed in the Grant application, are met:

- The FPD Sex Crimes Unit detective will investigate sexual assaults and specialize in those cases in which alcohol/drug intoxication has complicated the investigation and potential prosecution of the case.
- The Special Liaison Advocate will provide or arrange for victim accompaniment at forensic medical examinations (24/7), crisis intervention (24/7), in-person counseling, accompaniment with law enforcement, medical, and court, as needed.
- The detective will have their intermediate POST certificate and advanced forty hour sexual assault training in accordance with Penal Code 13516-13519 et al. In addition, they will have attended an eighty-hour basic investigation course with the, Robert Presley Institute and a forty-hour interview and interrogation course with the Behavior Analysis Training Institute.
- The Special Liaison Advocate will meet the requirements of a sexual assault counselor as defined by the Evidence Code 1035-1036.2.
- The detective and Special Liaison Advocate will attend the 2009 California Sexual Assault Investigators Association fall training class and a Drug Facilitated Sexual Assault class within twelve months of operation.
- The detective and Special Liaison Advocate will attend daily unit briefings with other detectives.
- The detective and Special Liaison Advocate will attend monthly Sexual Assault Response Team (SART) meetings for a minimum of ten SART meetings a year.
- The detective will investigate at least ten sexual assault cases a month.
- The Special Liaison Advocate will provide services to at least twenty sexual assault victims a month.
- The Sexual Assault Grant supervisor will meet with the District Attorney's Office and DOJ Bureau of Forensic Services, a minimum of once every three months, to discuss and prioritize cases.
- The Sexual Assault Grant supervisor will complete a monthly statistical report for the Bureau Commander.

B. RCS shall recruit, hire and train a full-time exempt Special Liaison Advocate to be stationed at the FPD's Sexual Assault Unit for the duration of this MOU. RCS will adhere to CalEMA's Service Standards regarding training, certification and supervision of the Special Liaison Advocate. RCS shall contract with a qualified agency to conduct DOJ Live Scan Fingerprint Service and Subsequent Arrest Notification Service *(any additional background check services is required and provided by, the FPD).* RCS Special Liaison Advocate will be stationed at FPD's Sexual Assault Unit from Monday through Friday, 7:00am – 4:00pm.

RCS Special Liaison Advocate shall adhere to the following:

- FPD's "roll out" protocol when responding to sexual assault cases during normal working hours, weeknights and weekends, as determined/agreed upon by RCS and FPD.
- Work in conjunction with RCS Advocacy Project Manager to ensure provision of quality services, as mandated by CalEMA, to sexual assault victims and their families.
- Document all client contact and maintain all pertinent client-related data as per RCS protocols *(including RCS' Client Contact Form and other database software entries).*
- Follow/adhere/enforce RCS agency policies and CalEMA's Service Standards.
- Attend monthly Sexual Assault Response Team (SART) Meetings.
- Attend monthly RCS mandatory staff Meetings and/or other designated meetings/trainings.
- Must be available every other weekend or two weekends out of a four week period to serve as RCS' Crisis Line Response Advocate and serve as "back up" for Emergency Response on those weekends. *(Must collaborate with RCS' Community Service Project Manager regarding this schedule).*
- Shall be reachable by phone *(including mobile phone when out in the field)* at all *on-duty* hours and other times, only as requested and agreed upon by site supervisors of both agencies.
- Other duties as assigned and determined by RCS' Advocacy Project Manager, RCS Directors, and FPD.

3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

A. For the aforementioned services, the Agency agrees to reimburse RCS solely from allocated and available Program Grant funds for eligible costs incurred by RCS in pursuit hereof, in an amount not to exceed $78,722 in accordance with the Program budget submitted by Agency to include the Special Liaison Advocate's salary, fringe benefits, mileage, and administrative costs.

B. Payment shall be contingent on Agency's receipt of an undisputed invoice and any reports and substantiation materials required by the Agency.

C. If RCS should fail to comply with any provision of the MOU, the Agency shall be relieved of its obligation for further compensation.

D. Nothing in this MOU shall commit the taxing authority or general fund of the Agency.

4. MOU EFFECTIVENESS, TERM AND TERMINATION

A. The effectiveness of this MOU is contingent upon Agency receiving the Grant award. The parties shall be committed to the Grant Program for the entire funding cycle commencing September 1, 2009 and ending February 28, 2011. RCS acknowledges and agrees that funding through the life of the Grant is dependant upon satisfactory performance by RCS and availability of funds.

B. Subject to the foregoing, the term of the MOU is for an eighteen months funding cycle Program commencing September 1, 2009 and ending February 28, 2011.

C. Notwithstanding the foregoing, this MOU shall automatically suspend or terminate upon Agency's written notice to RCS of any of the following events (i) Program or Grant termination, (ii) any non-appropriation or non-allocation of Grant funding required in pursuit hereof, (iii) RCS' illegal or improper use of funds, (iv) RCS' failure to comply with any term of this MOU, (v) RCS' submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, (vi) RCS' failure to comply with Federal Drug/Alcohol regulations.

D. Disputes between the FPD and the RCS shall be resolved at the lowest operational level possible. The designated FPD grant manager assumes overall responsibility and authority to resolve disputes to ensure compliance with the Grant application and this MOU. CalEMA is not responsible or obligated to, or for, RCS and will not intervene in disputes between FPD and RCS.

5. TARGET POPULATION

Services provided under this Grant Program shall be directed to sexual assault victim residents and their families of the City of Fresno who are victims of felony crimes involving sexual assaults.

6. RESOURCES

A. FPD will provide:

- One Sex Crimes Unit detective;
- A Police Sergeant to provide on-site supervision of the sexual assault unit;
- Office space, telephone, vehicles for detectives, office supplies; and
- Office space, access to vehicles, computer and telephone for the RCS Special Liaison Advocate.

B. RCS will provide:

- One Rape Crisis Special Liaison Advocate dedicated to servicing victims who are residents of the City of Fresno;
- Supervision and training by RCS designated staff; and
- Access for victims, identified by FPD, to needed RCS services within existing RCS policies and procedures.

7. RECORDKEEPING AND PERFORMANCE DATA

RCS shall keep proper records of, and submit to the Agency each quarter, the following data:

- Number of Victims – Proper documentation of the number of victims served by the RCS Special Liaison Advocate, including number of cases reported, crisis intervention (in-person and follow up), advocacy, accompaniment, counseled, and all other assistance.

RCS shall provide any monthly and quarterly reports, and any certifications as required by the Agency.

8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. RCS shall submit an invoice to FPD no sooner than 5 days following the end of each month for all eligible expenses incurred in the preceding month. Payment shall occur within 7 working days of receiving CalEMA reimbursements. Failure to provide complete and timely invoices will result in delay of payment. Invoice documentation shall include the following:

- A breakdown of expenditures by cost category; and
- Copies of all purchase orders, requisitions, and payroll statements.

B. RCS shall maintain accurate, complete, orderly and separate records for the Program. Records of RCS expenses pertaining to the Program shall be kept on a generally recognized accounting basis. All records shall be available to Agency, CalEMA, the Comptroller General of the United States, or any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of RCS pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.

9. COMPLIANCE WITH GOVERNING LAW AND GRANT

A. RCS shall at all times comply with all applicable laws of the United States, the State of California and Agency, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this MOU. RCS acknowledges receipt of a copy of the Grant and agrees to comply with all applicable provisions thereof (including, without limitation, the terms of the Program and the CalEMA Recipient Handbook), and cooperate with Agency in meeting the requirements thereunder.

B. The services provided by RCS under this MOU are over and above the RCS' budgeted positions. The parties agree that Grant funds shall not be used to replace funds of, or positions otherwise funded by, the RCS.

C. As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principles for state, local and Indian Tribal Governments*. Grant funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.

D. By signing this MOU, RCS certifies under penalty of perjury under the laws of the State of California that (i) Grant funds shall not be used for the purpose of lobbying, as required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR Part 69; (ii) RCS will comply with the Drug-Free Workplace Act of 1990 (California Government Code sections 8350-8357) and the Federal Drug-Free Workplace Act of 1988 (41 USC 701); (iii) RCS will adhere to Federal Executive Order 12549, Debarment and Suspension; (iv) RCS is not listed on any federal or state list of individuals or organization debarred from receiving a contract or grant, or having its contract or grant cancelled due to failure to comply with respective contract or grant provisions. RCS shall complete and submit to City all applicable forms required by the Grant including, without limitation, a Drug-free Workplace Certification form (STD.21).

E. RCS shall post notice of the rights and remedies provided to state and local government and contractor whistleblowers as set forth in Section 1553 of the Recovery Act and shall ensure that its contractors and subcontractors performing work hereunder post such notices.

10. CAPACITY OF AGENCY AND RCS

A. In the furnishing of the services provided for herein, RCS is acting solely as an independent contractor. Neither RCS, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Agency for any purpose.

B. Because of its status as an independent contractor, RCS and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Agency employees. RCS shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this MOU, RCS shall be solely responsible, indemnify, defend and save Agency harmless from all matters relating to employment and tax withholding for and payment of RCS' employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Agency employment benefits, entitlements, programs and/or funds offered employees of Agency whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this MOU, RCS may be providing services to others unrelated to Agency or to this MOU.

11. COPYRIGHTS AND CALIFORNIA EMERGENCY MANAGEMENT AGENCY RIGHTS TO DATA

All activities supported under this MOU are considered "work made for hire" as defined under *Title 17 USC Section 101*, and shall include but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," CalEMA owns all rights comprised in the copyright, and therefore CalEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish and use such materials, in whole or in part, and to authorize others to do so.

12. INSURANCE

A. Throughout the life of this MOU, RCS shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by Agency's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the MOU) with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property

damage, $1,000,000 per occurrence for personal and advertising injury and $2,000,000 aggregate for products and completed operations.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily and property damage.

(iii) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the RPC's profession, with limits of liability of not less than $1,000,000.00 per claim/occurrence and $2,000,000 policy aggregate.

(iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(v) EMPLOYERS' LIABILITY insurance (if RCS has employee(s) or at such time as he/she employs such person(s) during the life of this MOU) with minimum limits of $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

B. RCS shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and RCS shall also be responsible for payment of any self-insured retentions.

C. The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Agency of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this MOU, RCS shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, RCS shall file with Agency a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Agency, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so RCS' insurance shall be primary and no contribution shall be required of Agency. In the event claims made forms are used for any Professional Liability coverage, either (i) policy(ies) shall be endorsed to provide not less than a 5 year discovery period, or (ii) the coverage shall be maintained for a minimum of 5 years following the termination or expiration of this MOU and the requirements of this section relating to such coverage shall survive termination or expiration of this MOU. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Agency, its officers, officials, agents, employees and volunteers. RCS shall have furnished Agency with the certificate(s) and applicable endorsements for ALL required insurance prior to Agency's execution of the MOU. RCS shall furnish Agency with copies of the actual policies upon the request of Agency's Risk Manager and this requirement shall survive termination or expiration of this MOU.

E. If at any time during the life of the MOU or any extension, RCS fails to maintain the required insurance in full force and effect, all work under this MOU shall be discontinued

immediately, and all payments due or that become due to RCS shall be withheld until notice is received by Agency that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Agency. Any failure to maintain the required insurance shall be sufficient cause for Agency to terminate this MOU.

F. The fact that insurance is obtained by RCS shall not be deemed to release or diminish the liability of RCS, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify Agency shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by RCS. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of RCS, its principals, officers, agents, employees, persons under the supervision of RCS, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

G. Upon request of Agency, RCS shall immediately furnish Agency with a complete copy of any insurance policy required under this MOU, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive termination or expiration of this MOU.

H. If RCS should subcontract all or any portion of the services to be performed under this MOU, RCS shall require each subcontractor to provide insurance protection in favor of Agency, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with RCS and Agency prior to the commencement of any work by the subcontractor.

13. INDEMNIFICATION

A. To the furthest extent allowed by law, RCS shall indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Agency, RCS or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. RCS's obligations under the preceding sentence shall apply regardless of whether Agency or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Agency or any of its officers, officials, employees, agents or volunteers.

B. If RCS should subcontract all or any portion of the work to be performed under this MOU, RCS shall require each subcontractor to indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

C. This section shall survive termination or expiration of this MOU.

14. ATTORNEY'S FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

15. PROCEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

16. NOTICES

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

17. BINDING

Subject to Section 18 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

18. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

19. WAIVER

The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

20. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno County, California.

21. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

22. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

23. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

24. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

26 NONDISCRIMINATION

To the extent required by controlling federal, state and local law, RCS shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. RCS shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by RCS to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU or such other remedy or sanction as may be available. RCS will include this paragraph in each of its subcontracts and require the same of its subcontractors.

27. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire agreement between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

THIS MOU IS SUBJECT TO RATIFICATION BY COUNCIL ACTION UPON AWARD OF GRANT FUNDS.

IN WITNESS THEREOF, the parties have executed this MOU at Fresno, California on the day and year first above written.

City of Fresno,
a California municipal corporation

BY: _____
Jerry Dyer, Chief of Police
City of Fresno Police Department

ATTEST:
Rebecca E. Klisch
City Clerk, City of Fresno

BY: _____
Deputy 12/17/09 Date

APPROVED AS TO FORM:
James C. Sanchez
City Attorney, City of Fresno

BY: _____ 9/16/09
Nancy A. Algier Date
Senior Deputy

RCS - Resource Center for Survivors of
Sexual Assault and Family Violence,
a California nonprofit corporation

BY: _____ 12-18-09
Shirley Sanchez, Executive Director

TAXPAYER FEDERAL I.D. # 94-6343690

City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO. 1 C
COUNCIL MEETING 09/24/2009
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

September 24, 2009

FROM: JERRY DYER, Chief of Police
Police Department

BY: DAVID G. NEWTON, Lieutenant
Police Department

SUBJECT: COUNCIL TO ACCEPT THE AWARD FROM THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY; AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO AND EXECUTE THE GRANT AGREEMENT AND THE PROGRAM MOU WITH THE RAPE COUNSELING SERVICE OF FRESNO, INC.; AND ADOPT THE 17th AMENDMENT TO ANNUAL APPROPRIATION RESOLUTION 2009-149 APPROPRIATING $144,600 FOR THE SEXUAL ASSAULT SPECIALIZED RESPONSE UNIT PROGRAM

RECOMMENDATION

Staff recommends the City Council accept the grant award of $243,645; authorize the Chief of Police to enter into and execute all required documents with the California Emergency Management Agency (Cal EMA) for establishment of a Sexual Assault Specialized Response Unit Program; enter into an agreement with the Rape Counseling Service of Fresno; and adopt the 17th Amendment to Annual Appropriation Resolution 2009-149 appropriating $144,600 into the FY 10 budget. The remaining grant funds will be included in the FY 2011 budget.

EXECUTIVE SUMMARY

The Council is requested to authorize the Chief of Police to accept the grant award and to add one full-time sexual assault investigator to the Sexual Assault Unit to improve investigative efficiency, collaboration, and service to the victims of sexual assault. This grant will cover an 18-month period from September 1, 2009, to February 11, 2011. The additional detective will raise staffing levels in the Sex Crimes Unit to 12 investigators. Council authorization is needed to accept the grant award and enter into and execute necessary agreements and required program documents.

The Department will also contract with Rape Counseling Service of Fresno, Inc. (RCS), for one full-time victim advocate. The increased staffing in the unit will reduce the number of cases per detective, thus allowing each detective to complete a more thorough investigation. The addition of the on-site advocate will increase collaboration between the Department and RCS, thus improving services to victims of sexual assault.

This grant also allows for the purchase of office equipment (desk, chairs, computers, etc.) to support the additional positions.

Presented to City Council
Date 9/24/09
Disposition Res. 2009-205, rec. approved

BACKGROUND

The Fresno Police Department applied for this grant through the State, California Emergency Management Agency (Cal EMA), which is a Federal pass-through grant under the Sexual Assault Specialized Investigation Unit Program through the federal Recovery Act Services Training Officers Prosecutors (STOP) Violence Against Women Formula Grant Program.

The funding for this program is 18 months, beginning September 1, 2009, to February 11, 2011. The grant award funds one full-time detective and one victim advocate for the purpose of providing maximum available assistance for sexual assault victims residing within the City of Fresno, including investigation, immediate victim advocacy, and training for law enforcement officers. Council authorization is needed to accept the grant award and enter into and execute necessary agreements and required program documents.

This project will improve the response to the victims of sexual assault by increasing investigative efficiency and advocacy. The mission of the Sexual Assault Unit is to conduct thorough and professional investigations by collaborating with multi-disciplinary partners to reduce the number of sexual assaults and to support the victims of such crimes. This mission is challenged by the sheer number of sexual assault cases received in the unit, the increased complexity of sexual assault investigations, the social economic conditions in the community, and the absence of a victim advocate within the Sexual Assault Unit. Currently, Sex Crimes detectives maintain too high of a caseload to operate in an efficient manner. Victims often have limited resources, making it more difficult for them to obtain needed services. Sexual Assault detectives and RCS advocates support the interests of each other in servicing sexual assault victims; however; we are not currently following the recommended "best practice" of working together as a team, including an on-site advocate working with detectives and victims together on a daily basis.

The Sexual Assault Unit reviews and/or investigates all sexual assault allegations and registers and monitors over 1,600 sexual registrants. The unit currently has two sergeants and eleven detectives. In 2008, the unit received 1,282 cases with a high majority of the victims being females and a recurring variable of alcohol/drug intoxication with victims. In 2009, between January and June, 18 out of 41 rape reports (44%) involved victim intoxication.

Currently, the Sexual Assault Unit has a limited relationship with the local Rape Counseling Service of Fresno, Inc. (RCS). The detectives investigate their cases, and the advocates offer and provide services to the same victims, but they did not respond as a "team." If the victim does not go to the hospital, the patrol officer gives the victim of a sexual assault a Victim Information Form, which provides the victim with information on who they can contact for further assistance. If the victim goes to the hospital, an RCS advocate responds to the hospital to support the victim during the preliminary patrol investigation and forensic examination. The RCS advocate offers follow-up counseling and support, and accompaniment/advocacy at interviews and court appearances. Members of the Sexual Assault Unit attend monthly RCS meetings at their office.

The current weakness in the process is caused by the high caseload per detective and not having an advocate physically on-site in the unit. Given the multi-faceted nature of sexual assault and the range of agencies called into play by a sexual assault, no one agency can do the job alone. The 2009 California SART (Sexual Assault Response Team) report states a multi-disciplinary response generates the best outcome for victims of sexual assault.

The additional detective will investigate sexual assaults and specialize in those cases in which alcohol/drug intoxication has complicated the investigation and potential prosecution of the case. The detective and advocate will work as a team and be a liaison between the Police Department and RCS. The detective will

review assigned cases, interview victims, witnesses, and involved parties to obtain pertinent information, evaluate crime scenes and evidence, converse with lab personnel, attempt to identify and locate suspects, inform victims of their legal rights, refer all of their cases to the advocate, and collect statistical information required by the grant. The detective and advocate will contact victims together when the detective needs to interview the victim to obtain additional information. The advocate will provide, or arrange for, victim accompaniment at forensic medical examinations (24/7), crisis intervention (24/7), in-person counseling, accompaniment with law enforcement, medical, and court, as needed. As caseload allows, the advocate will accompany other detectives within the unit for the same purpose.

FISCAL IMPACT

There will be no impact to the General Fund.

JPD:DGN:pgh
09/14/09

Attachment: 17th Amendment to AAR 2009-149