

MEMORANDUM OF UNDERSTANDING

Three County of Tulare agencies and one private nonprofit organization enter into this Memorandum of Understanding (MOU) to continue the Tulare County Safety and Accountability in Family Environments (SAFE) Program. The collaborative will apply for continued funding to operate the program under the "FY 2020 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program" (formerly known as the "OVW FY14 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program") from the U.S. Department of Justice, Office on Violence Against Women (OVW). The County of Tulare, a unit of local government in California, will be the grantee if the application is funded. The Tulare County Sheriff's Office will be the implementing agency for the grant program.

The three County agencies in the SAFE Program are: The Tulare County Sheriff's Office (Sheriff's Office); the Tulare County District Attorney's Office (District Attorney); and the Tulare County Probation Department (Probation). The nonprofit victim services provider is Family Services of Tulare County (Family Services).

History of the Relationship

The Sheriff's Office is the largest law enforcement agency in the County. Its jurisdiction covers all unincorporated areas of the County, which equates to roughly the size of the State of Connecticut and is larger than the states of Delaware and Rhode Island. The jurisdiction includes a large number of immigrants and a high number of families living below the poverty line compared to other counties in the State of California. Our previous grant, "FY14 Grants to Encourage Arrest Policies and

Enforcement of Protection Orders” and current grant “FY17 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program” have allowed the Sheriff’s Office to maintain a full-time detective who is dedicated to the follow-up of domestic violence cases, as well as implementation of departmental training in domestic violence protocols.

The office of the District Attorney has maintained a vertical prosecution unit specializing in domestic violence, dating violence, sexual assault, and stalking for more than a 15 years. The District Attorney’s Office also provides operational leadership for the Tulare County Human Trafficking Task Force, the Child Abuse Response Team (CART), which conducts multi-disciplinary interviews of child abuse victims, and for the Victim/Witness Center, which serves over 5,000 crime victims annually.

The Tulare County Probation Department protects the community by conducting court investigations, enforcing court orders, assisting victims, and implementing prevention, intervention, supervision, and offender accountability programs. The Probation Department is responsible for supervising all domestic violence offenders on formal probation and ensuring they comply with their terms and conditions of probation.

Founded in 1983, Family Services of Tulare County (Family Services) is the local multi-service, community-based, nonprofit organization that provides crisis response and support services to victims of domestic/dating violence, sexual assault, and stalking. Family Services maintains emergency shelter and transitional housing, a rape crisis center, legal advocacy services, a supervised visitation center, and counseling centers for both adult and child victims. Family Services coordinates and provides services to over 3,000 unique individuals per year.

The Sheriff's Office, District Attorney, Probation and Family Services have maintained operational agreements and worked collaboratively for more than 40 years. Their collective goal is to prevent domestic violence, sexual assault, dating violence, and stalking while providing support to victims and prosecuting offenders. These organizations served thousands of victims living in Tulare County from 2011 through 2019 under the FY11 and FY14 Grants to Encourage Arrest Policies and Enforcement of Protection Orders grant programs and the FY17 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking grant program. These grant programs significantly enhanced the capacity of each member organization to work collaboratively to access and assist victims of sexual assault, domestic violence, dating violence, and stalking throughout the county.

The partners to this MOU have participated in statewide efforts for systems change. Tulare County was one of ten core counties in California selected by the Attorney General in 2004 for analysis of the Criminal Justice Systems response to domestic violence. Family Services represented the partners in testifying to the Attorney General appointed panel about problems with the issuance and enforcement of restraining orders, the need for increased coordination in criminal justice agencies' approach to domestic violence, and deficiencies in batterer's intervention programs.

Family Services also represented the partners to this MOU by testifying at a public hearing on domestic violence held to support the drafting of guidelines for improving the administration of justice in domestic violence cases in the California trial courts. In 2008, the California Legislature took a major step in protecting the rights and

confidentiality of victims of sexual assault and domestic violence. The new law protects the rights of such victims to refrain from prosecution if they so desire.

Application Development

The FY11 Tulare County SAFE Program laid the groundwork for planning the FY14 and FY17 Tulare County SAFE Program design, which we continue to use today. The current FY20 grant proposal was developed from a collaborative needs assessment and partner input during the most recent grant period that found the following as our significant ongoing community needs: continued identification of and intervention in domestic/dating violence cases with high-level risk for lethality; continued use of the vertical prosecution model when prosecuting these high risk cases; distribution of culturally relevant outreach materials; and continued provision of victim services to impoverished, rural residents, particularly immigrants and non-English speaking victims of domestic violence, sexual assault, stalking and teen dating violence. In an effort to move forward with the goal of a Domestic Violence High Risk Team (DVHRT), our collaborative had applied for technical assistance from the Jeanne Geiger Crisis Center through OVW during our FY17 grant program and developed and implemented our County's DVHRT during this grant period.

In addition to ongoing review of local data and literature reviews related to promising practices in cases of domestic/dating violence, sexual assault, and stalking, the SAFE collaborative hosts several meetings in both person and by teleconference, between all project team partners. The purpose of these gatherings throughout the year is to continually identify system gaps, uncover opportunities to work collaboratively, and brainstorm services needed to support victims in Tulare County. Meetings also allowed

for space to evaluate the current program, including roles, responsibilities, and budget requirements of all partners, for the FY20 grant application. Frequent e-mail correspondence was used between the partners to finalize these details.

Roles and Responsibilities of Tulare County SAFE Program Partners

Tulare County Sheriff's Office

Specific duties:

- a. Provide a fulltime detective for investigation, coordination, problem-solving, follow-up and oversight on department's sexual assault, domestic violence, dating violence, and stalking cases.
- b. Link first-responder deputies and grant program detective in the field with advocates from Family Services and the District Attorney.
- c. Maintain a database of sexual assault, domestic violence, dating violence, and stalking reports filed by the department's deputies. The database is not only for statistical purposes but to also identify trends related to changes in how the offender carries out the abuse and how the victimization comes to the attention of law enforcement.
- d. Provide domestic violence, stalking, and sexual assault response and arrest policy training to all deputies. The instructors are selected from within our detective bureau and they receive 'train-the-trainer' guidelines and material for effective learning and communication to our first responder deputies and for the detectives who are on a rotational standby schedule. Internal training sessions occur for all of patrol to attend. Make-up sessions are provided for personnel who were unavailable. New hires will receive the training within a group setting in

a timely manner. Documentation of the training are stored in our Personnel & Training Division.

- e. Contract with Family Services of Tulare County to pay for a portion of a Spanish-speaking advocate.
- f. Provide appropriate space at Sheriff's substations for confidential meetings between the advocate and victims.
- g. Contract with Family Services to pay for a portion of a Program Coordinator to organize the Domestic Violence High Risk Team (DVHRT), facilitate/coordinate meetings, and maintain data related to cases reviewed by the team.
- h. Participate in the ongoing case review of the SAFE program's multi-disciplinary DVHRT to reduce and prevent domestic violence and dating violence re-assault and homicides.
- i. Attend formal quarterly meetings of all SAFE Program partners.
- j. Attend monthly meetings of the Tulare County Sexual Assault Response Team (SART).
- k. Participate in coordinated community response meetings.
- l. Collaborate in outreach efforts to educate victims about ways to access services.
- m. Provide data for program-related progress reports; act as the lead for data collection from project partners and compile/submit all OVW Progress Reports.

Resources: Provide a full-time Sheriff's detective for the project team, partially funded by FY 2020 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program.

At no cost to the grant: Provide balance of grant program detective's salary and benefits; Sheriff's deputies to make initial contact with victims; provide space at Sheriff's substations for domestic violence/sexual assault advocate with Family Services to meet confidentially with victims; and provide overall administration of grant, including all fiscal matters.

Tulare County District Attorney

Specific duties:

- a. Utilize an attorney from the Special Crimes Division to prosecute cases referred by the SAFE program that are identified as requiring vertical prosecution, which will include but not be limited to the high-level risk for lethality cases;
- b. Utilize attorneys from the General Prosecution Division to prosecute all other cases referred by the SAFE Program.
- c. Continue to provide advocacy services to victims of crime through the use of the District Attorney's Victim/Witness Center. These services include: liaison between victim, police, prosecutor, and other agencies; orientation to the criminal justice system; accompaniment of victim to court; case status information; property return information; referral to other organizations, such as Family Services, for counseling and all other mandatory services pursuant to Penal Code section 13835; as well as assistance in filing for financial reimbursement through the California Victim Compensation Board for losses incurred as a result of a crime.
- d. Participate in the ongoing case review of the SAFE program's multi-disciplinary DVHRT to reduce and prevent domestic violence and dating violence homicides.

- e. Continue to distribute fotonovelas, developed with OVW grant funding, to the project's target population with the intent to inform rural, immigrant, and non-English speaking victims of violence of the availability of services and directions on how to connect with resources in the community.
- f. Attend formal quarterly meetings of all SAFE Program partners.
- g. Attend monthly meetings of the Tulare County Sexual Assault Response Team.
- h. Continue efforts to extend the accessibility of Victim/Witness Center services to victims of sexual assault, domestic violence, dating violence, and stalking.
- i. Provide data for program-related progress reports.

Resources: Provide a part-time Deputy District Attorney from the Special Crimes Division for the project team, partially funded by the FY20 grant.

At no cost to the grant: Provide balance of the part-time Deputy District Attorney's salary and benefits. Cases referred but not identified as requiring vertical prosecution will be prosecuted by General Prosecution attorneys. The District Attorney will leverage a state outreach program grant to distribute fotonovelas.

Tulare County Probation Department

Specific duties:

- a. Supervise all offenders placed on formal probation for cases involving domestic violence charges.
- b. Ensure compliance with terms and conditions of probation, including attendance at mandatory programs such as batterer's treatment programs and substance-abuse counseling.

- c. Monitor performance and behavior within the home and community by random and scheduled home checks, drug tests and compliance searches of the home, vehicle and person of the offender.
- d. Regularly communicate and contact victims to ensure safety, and offender compliance with restraining orders, and other court orders.
- e. Participate in the ongoing case review of the SAFE Program's multi-disciplinary DVHRT to reduce and prevent domestic violence and dating violence re-assault and homicides.
- f. Hold the offender accountable for program and court requirements by filing violations of probation as needed based on offender compliance.
- g. File violations of probation on any case in which a temporary restraining order has been filed when the subject is on probation for any charge, as required by Family Code Section 6306(e).
- h. Certify batterers programs, as required by 1203.096 P.C.
- i. Work closely with Sheriff's Office, District Attorney, Family Services and other agencies to ensure consistent accountability and access to services for both offenders and victims.
- j. Attend formal quarterly meetings of all SAFE Program partners.
- k. Continue to participate in County collaboratives toward the goal of improving systems response and increasing coordinated community response to domestic violence.
- l. Provide data for program-related progress reports.

Resources: Provide full-time Probation Officer for project team partially funded by the FY20 grant.

At no cost to grant: Provide balance of Probation Officer's salary and benefits.

Family Services of Tulare County

Specific duties:

- a. Make contact with victims for full range of post-incident victim advocacy services, as requested by the Sheriff's Office.
- b. Establish personal relationships with and educate or provide training on availability of services under the SAFE Program to individuals who are most likely to connect with victims of domestic violence, dating violence, sexual assault and stalking, such as clergy, teachers, beauticians, home nurses, notary publics and interpreters. Make presentations on how to obtain services regarding domestic violence, dating violence, and sexual assault and stalking to youth groups, parent groups, church groups, clubs or other community groups.
- c. Continually refine protocols for responding Sheriff's Deputies to be able to contact an advocate from the scene of a domestic violence call for individuals scoring high on the Danger Assessment for Law Enforcement (DA-LE) as part of the SAFE DVHRT.
- d. Maintain close contact and coordinate victim services with all members of the Tulare County SAFE Program team.
- e. Attend formal quarterly meetings of all partners in Tulare County SAFE Program.
- f. Attend monthly meetings of the Tulare County Sexual Assault Response Team.

- g. Attend Central Valley regional meetings of California Partnership to End Domestic Violence and the California Coalition Against Sexual Assault.
- h. Maintain cultural and linguistic competency in Spanish and English.
- i. Maintain a corps of volunteer language advocates who can provide interpretation during crisis response to rural victims who do not speak either English or Spanish.
- j. Assist undocumented victims to assemble and submit applications for immigration remedies under the Violence Against Women Act or U-VISA provisions.
- k. Provide data for program-related progress reports.
- l. Generate DVHRT protocol/information cards for deputies.
- m. Participate in the development, implementation, and ongoing case review of the SAFE program's multi-disciplinary DVHRT to reduce and prevent domestic violence and dating violence homicides. Coordinate the DVHRT including scheduling meetings, compiling referrals, preparing agendas, and keeping minutes and aggregate statistics.

Resources: Provide full-time domestic violence/sexual assault advocate partially funded by the grant to provide liaison with SAFE Program detective on victims; direct victim assistance; and participate in training approved by OWW and funded by the FY20 grant. Provide a full-time Program Coordinator partially funded by the FY20 grant to coordinate the SAFE DVHRT. Access to domestic violence advocate via existing 24-hour domestic violence hotline.

At no cost to the grant: Provide balance of advocate's and program coordinator's salary and benefits; provide therapy to adult and child survivors; provide batterer's intervention treatment and other domestic violence prevention programs focused on youth, provide emergency shelter and transitional housing to victims; and provide supervised visitation and exchange for families with domestic violence histories. The agency also will provide volunteer assistance to isolated victims to assist with interpretation, transportation, and information and referral to resources.

Commitment of Partners

This MOU represents the commitment of the Tulare County SAFE Program partners to continue to work together and support one another to ensure services are equitable and accessible to victims of sexual assault, domestic violence, dating violence, and stalking, and to improve effectiveness of system response. The partners agree to maintain the regular team meetings that began when the County first received OVW funding, and to assess the needs and progress toward goals. They also commit to continuing to discuss needs, problems and challenges with a broader array of parties involved in coordinated community response through participation in meetings of the following County-wide collaboratives: The Sexual Assault Response Team, the Child Abuse Prevention Council, the Children's Services Network, and the SAFE DVHRT.

Compensation

The Sheriff's Office, Probation Department, District Attorney's Office and Family Services will be compensated for services provided to the Tulare County SAFE Program pursuant to the budget attached of this grant application. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County

agrees to compensate for actual allowable expenditures incurred in accordance with the authorized, not more frequently than monthly and in arrears to:

Alfredo Parra, Fiscal Manager
Tulare County Sheriff's Office
833 S. Akers Street
Visalia, CA 93277

HIV Testing

The FY20 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program includes mandated human immunodeficiency virus (HIV) testing of alleged assailants of sexual assault upon request of victims and within 48 hours of indictments or information filed in these cases. To be compliant with this mandate, the County of Tulare Board of Supervisors adopted Ordinance 1-13-100 mandating HIV testing in 2014.

Term

This Agreement will be effective from October 1, 2020, until September 30, 2024, or until otherwise modified by written consent of all involved parties.

Compliance with Law

Parties shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

Records and Audit

Parties shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this MOU. In addition, Parties shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.

Upon request by County, each Party shall make such records available to the requesting Party, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this MOU.

Conflict of Interest

Parties agrees to, at all times during the performance of this MOU, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including any of the undersigned Parties for this purpose, from making any decision on behalf of another Party in which such officer, employee or consultant/contractor has a direct or indirect financial interest. Each Party agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest's laws, it will immediately inform the other Parties' designated representative and provide all information needed for resolution of this question.

Indemnification

Each Party (Indemnitor) shall hold harmless, defend and indemnify the other Parties (Indemnitee(s)), their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Indemnitee(s)' property, arising from, or in connection with, the performance by Indemnitor or its agents, officers and employees

under this MOU. This indemnification specifically includes any claims that may be made against Indemnitee(s) by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against Indemnitee(s) alleging civil rights violations by Indemnitor under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on Indemnitee(s) for Indemnitor's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.

Assignment/Subcontracting

Unless otherwise provided in this MOU, each Party relying on the personal skill, expertise, training and experience of the other undersigned Parties and their employees and no part of this MOU may be assigned or subcontracted by any Party without the prior written consent of the other Parties.

Assurances of Non-Discrimination

Parties shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by any local, state or federal law or regulation.

Approval

The undersigned have read and agree with the terms of this Memorandum of Understanding including all attachments, and to the budget allocations in the proposal accompanying this MOU.

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