

RESOLUTION NO. 2019-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH WOMEN ESCAPING A VIOLENT ENVIRONMENT INC. (WEAVE) FOR THE PURPOSE OF APPLYING FOR A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE FOR A DOMESTIC VIOLENCE RESPONSE TEAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR AND/OR RECEIVE UP TO \$202,000 IN GRANT FUNDING; AND, IF AWARDED, AMENDING THE POLICE DEPARTMENT'S BUDGET UP TO THE AMOUNT OF THE GRANT AWARD

WHEREAS, the U.S. Department of Justice administers the Office on Violence Against Women (OVW) grant program; and

WHEREAS, OVW is a grant program whereby grant funds are made available to agencies committed to reducing domestic violence and administering justice for, and strengthening services to victims of domestic violence, dating violence, sexual assault, and stalking; and

WHEREAS, the City is seeking OVW grant funding to maintain the Elk Grove Domestic Violence Response Team; and

WHEREAS, in partnership with WEAVE, the City will utilize grant funds to offer support to and advocacy for victims of domestic violence, dating violence, sexual assault and stalking; and

WHEREAS, the Elk Grove Domestic Violence Response Team will endeavor to break the cycle of violence by pursuing prosecution of those who commit such crimes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes: 1) a Memorandum of Understanding (MOU) with Women Escaping A Violent Environment, Inc., (WEAVE) in substantially the form attached hereto as Exhibit A, for the purpose of applying for a grant from the U.S. Department of Justice for a Domestic Violence Response Team; 2) the City Manager to execute all contracts, reports and other documents required for applying for and/or receiving such funds pursuant to the terms and conditions of the U.S. Department of Justice; and 3) if awarded, an amendment of the Police Department's revenue and expense budget up to \$202,000.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 27th day of February 2019



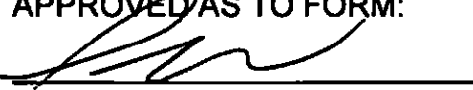
STEVE LY, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ELK GROVE AND WOMEN ESCAPING A VIOLENT
ENVIRONMENT, INC.
FOR A DOMESTIC VIOLENCE EDUCATION AND OUTREACH TEAM**

I. Parties

The parties to this Memorandum of Understanding ("MOU") are the City of Elk Grove, by and through the Elk Grove Police Department ("EGPD"), and Women Escaping a Violent Environment ("WEAVE"), collectively referred to as "Parties," hereby agree to all the terms and conditions herein.

The City of Elk Grove is a municipal corporation in the County of Sacramento, State of California. The EGPD is the law enforcement agency of the City of Elk Grove.

WEAVE is a non-profit organization with 501(c) 3 status. For more than thirty years, WEAVE has been the principal provider of domestic violence and sexual assault services in Sacramento County.

The Parties agree that this MOU shall have no effect if the Department of Justice's Office on Violence Against Women ("OVW") grant for a Domestic Violence Response Team ("Program") is not awarded to the City of Elk Grove.

II. Collaborative History

The City of Elk Grove incorporated and became a city on July 1, 2000. Prior to incorporation and for the first six years after, the Sacramento County Sheriff's Department (under contract) provided all police services to the citizens of Elk Grove. In April 2005, the EGPD was formed by the Elk Grove City Council and officially began operating as a POST accredited department in June 2006.

During the first six years of incorporation, Elk Grove, WEAVE, and the Sacramento County Sheriff's Department, under a memorandum of understanding, formed a Domestic Violence Response Team ("DVRT") to provide domestic violence services to the citizens of Elk Grove. However, in 2006 when the EGPD was established, the aforementioned MOU was no longer in effect. Then, in January 2008, the Parties collaborated on a grant application to the OVW Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program and entered into a new memorandum of understanding to provide support services to victims of domestic violence, sexual assault, stalking, and date violence in the City of Elk Grove. The Parties submitted a successful application and were awarded \$248,612. This grant concluded in August 2011. In 2013, and again in 2016, the parties were awarded OVW grant funding to continue the Elk Grove DVRT. Now, the current grant will expire on September 30, 2019, and OVW funding will end.

The Parties desire to continue their collaborative relationship and will apply for continuation grant funding under the *Fiscal Year 2019 Improving Criminal Justice*

Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program. Each Party is committed to offering victims the support and resources necessary to provide victims with the protection and services they need to pursue safe and health lives, while improving the communities' capacity to hold offenders accountable for their crimes.

III. Term

This MOU shall be in effect upon award notice of the ***Fiscal Year 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program.*** In the event the EGPD is not awarded grant funding as applied for by EGPD, then this MOU shall be null and void.

IV. Purpose

The purpose of this MOU is to establish and maintain a collaborative relationship between the Parties for the purpose of providing maximum available assistance for victims of domestic violence in the City of Elk Grove.

V. Roles and Responsibilities

The DVRT shall consist of the following members:

1. Law Enforcement Agency:
 - a. Elk Grove Police Department
2. Non-profit Advocacy Agency:
 - a. WEAVE

The City of Elk Grove, by and through the Elk Grove Police Department, agrees to perform the following (contingent on the EGPD receiving the 2019 OVW Grant) for the duration of the Grant Program funded by the 2019 OVW Grant:

1. Provide a minimum of one Detective liaison who helps coordinate the activities under this Program;
2. Provide program development and crime analysis;
3. Perform risk/danger assessments;
4. Refer victims of domestic violence to the DVRT Advocate immediately following a domestic violence incident; and
5. Provide information to Advocate and victims regarding arrests, bail, and releases;
6. Collaborate, coordinate, and attend multidisciplinary meetings; and
7. Participate in professional development training efforts related to DRVT activities.
8. Provide any necessary office space and equipment within the EGPD's headquarters.

WEAVE shall perform the following (contingent on the EGPD receiving the 2019 OVW Grant) for the duration of the Grant Program funded by the 2019 OVW Grant:

1. Provide immediate response crisis intervention to domestic violence victims by contacting victims in person directly following an incident, or via telephone within 48 hours of receipt of the domestic violence report;
2. Provide support and advocacy through the investigation and criminal justice processes;
3. Assist victims with filing Temporary Restraining Orders;
4. Accompany victims and/or EGPD to case related court hearings;
5. Provide information to Parties and victims regarding arrests, bail, and releases;
6. Provide prioritized victim's referrals to WEAVE's Legal department;
7. Assist victims with accessing WEAVE's services, including the Safehouse and counseling for themselves and their significant others;
8. Inform survivors of community resources including Victim Witness Compensation program;
9. Provide additional intervention services as necessary;
10. Coordinate the activities and services related to the DVRT Program;
11. Provide the participation and expertise of a minimum of one (1) full-time DVRT Advocate, under the supervision of the DVRT Lead Advocate and the direction of the Director of Legal Services;
12. Provide professional training to EGPD's officers related to DVRT activities;
13. Provide additional intervention and follow up domestic violence-related services to victims as needed;
14. Participate in professional development training efforts related to DVRT activities; and
15. Accompany EGPD Detective and District Attorney at interviews.

VI. Responsible Representatives

WEAVE Inc.
Beth Hassett, Executive Director
1900 K Street
Sacramento, Ca. 95811
(916) 319-4987
bhassett@wcaveinc.org

Elk Grove Police Department
Captain Rodney Rego, Investigations Bureau
8380 Laguna Palms Way
Elk Grove, Ca. 95758
(916) 478-5065
rrego@elkgrovepd.org

Executive Director Hassett and Captain Rego are the representatives of the Parties that make up the planning and development team. They will be responsible for the implementation and monitoring of the DVRT's activities to ensure goals and expectations

are met. These representatives may be substituted by their respective employers, subject to approval by the other party.

The Parties' representatives shall, at a minimum:

1. Ensure the assigned WEAVE Advocate is properly trained and supported by their parent organization, the City of Elk Grove, and the EGPD.
2. Work together with the assigned Domestic Violence Detective, and Advocate establishing clearly defined written goals, objectives and expectations.
3. Monitor progress of Advocate and Domestic Violence Detective and address any possible deficiencies.
4. Conduct yearly evaluations on the WEAVE Advocate and Elk Grove Police Department Detective.
5. Attend quarterly meetings to discuss Program effectiveness.
6. Ensure roles are adhered to and responsibilities are carried out.

VII. Resources Contributed

Each Party shall contribute the following resources upon the City of Elk Grove being awarded the 2019 OVW grant:

A. WEAVE

1. WEAVE shall provide the following:
 - a. Provide one (1) full time WEAVE Advocate to the EGPD (includes all pay, benefits, and associated costs).
 - b. Provide supervisor oversight of the WEAVE Advocate and for complex issues and general program guidance.
 - c. Provide all ongoing training and relevant materials to EGPD's officers.
 - d. Provide direct access to all WEAVE support staff, including its Executive Team and Board of Directors.
2. It is understood and agreed that WEAVE (including WEAVE's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. WEAVE's assigned personnel shall not be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from any funds which may be payable to WEAVE under the provisions of this MOU, and is not required to issue W-2 Forms for income and employment tax purposes for any of WEAVE's assigned personnel. WEAVE, in the performance of its obligations hereunder, is only subject to the control or direction of City as the designation of tasks to be performed and the results to be accomplished. Any third party person(s) employed by WEAVE shall be entirely and exclusively under the direction, supervision, and control of WEAVE. WEAVE hereby indemnifies and holds City harmless from any and all claims that may be

made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.

B. City of Elk Grove/Elk Grove Police Department

1. The City shall provide the following:
 - a. Provide at a minimum, one full-time domestic violence Detective.
 - b. Provide any necessary office space and equipment within the EGPD's headquarters.
 - c. Allow access to any and all office equipment necessary to perform the Advocate task (computers, phones, printers, copiers, etc).
 - d. Provide copies of domestic violence reports to the DVRT Advocate immediately following a domestic violence incident, provided the victim provides consent to the release of the report and/or disclosure is otherwise authorized by law.
 - e. Provide access to a vehicle in its Fleet to be used by the DVRT Advocate for program related activities such as transportation to meet with victims, outreach events, court appearances, and WEAVE office visits in Sacramento, California.

VIII. Agreement by all parties to proposed budget

This MOU and its budget are contingent on the success of the City of Elk Grove's Grant application with the OVW 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program.

The proposed budget for WEAVE services under this grant will be \$172,120 for a three year period. Upon receipt of the Grant, the City of Elk Grove will pay WEAVE monthly 1/12th of \$55,679 in year one, 1/12th of \$57,365 in year two, and 1/12th of \$59,076 in year three, in consideration for WEAVE's performance of all of its responsibilities and obligations owed to the City of Elk Grove under the MOU. In the event the Grant award is less than requested, the parties agree, if necessary, to reduce the Advocate's work schedule based on the reduced award amount.

All Parties agree to the aforementioned budget (pending Grant approval) and that this MOU shall be effective for the duration of the Program, not to exceed the lesser of three years or availability of grant funding. When funding from the 2019 OVW grant has been exhausted, each of the Parties shall not have any obligation to continue the Program and this MOU shall have no effect.

IX. City Council Authorization

This MOU is expressly contingent upon authorization of the City Council of the City of Elk Grove to be made at a date subsequent to the City Manager's signature on this document, and will be evidenced in writing by an addendum signed by the City Manager in substantially the same form as attached hereto as Exhibit A. In the event the City Council does not authorize the City Manager this MOU, it shall immediately terminate without any further obligation or liability of the parties hereto.

X. Entire Agreement

This instrument and any attachments hereto constitute the entire MOU between EGPD and WEAVE concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

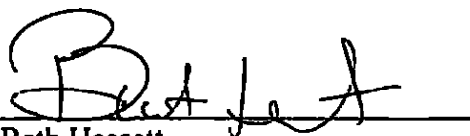
AGREED to this 26 day of FEBRUARY, 2019, by the parties as follows.

City of Elk Grove

Women Escaping A Violent Environment



Jason Behrmann
City Manager
City of Elk Grove




Beth Hassett
Executive Director
WEAVE, Inc.

2-26-19
Date

2-26-19
Date

Approved As To Form:


Jonathan P. Hobbs
City Attorney

2-26-19
Date

Attest:

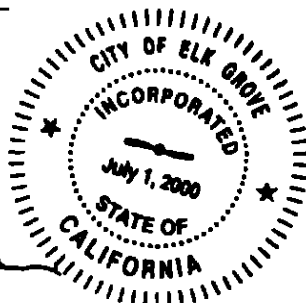

Jason Lindgren, City Clerk

Exhibit A

First Addendum to the Memorandum of Understanding Between the City of Elk Grove and Women Escaping a Violent Environment, Inc., for a Domestic Violence Education and Outreach Team

The City Council of the City of Elk Grove has agreed to and authorized the Memorandum of Understanding Between the City of Elk Grove and Women Escaping a Violent Environment, Inc., for a Domestic Violence Education and Outreach Team through Resolution no. _____ dated February ____, 2019.

Date: _____

Jason Behrmann
City Manager, City of Elk Grove

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2019-026**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) **ss**
CITY OF ELK GROVE)

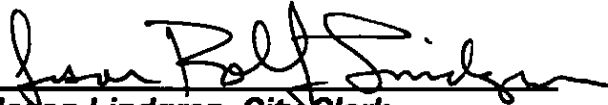
I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a special meeting of said Council held on February 27, 2019 by the following vote:

AYES: COUNCILMEMBERS: *Hume, Detrick, Suen*

NOES: COUNCILMEMBERS: *None*

ABSTAIN: COUNCILMEMBERS: *None*

ABSENT: COUNCILMEMBERS: *Ly, Nguyen*


**Jason Lindgren, City Clerk
City of Elk Grove, California**