



**Discussion:**

The Sebastopol Police Department and DHS have been operating under a MOU for the past 10 years. The MOU Funding has been approved in prior years budgets to meet the financial cost associated with the MOU and has been placed in the proposed FY 2020-2021. State law has necessitated the need to revise the MOU in regards to the handling of undecided victims at the time of examination.

There is no additional financial impact in the signing of the MOU as changes are procedural only establishing law enforcement procedures and timelines for undecided victims.

The term of this MOU shall begin on the Effective Date and shall automatically be extended each fiscal year (which runs July 1 – June 30) thereafter unless terminated or amended by County. During its extended term, this MOU is subject to all other terms applicable during its initial term.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

**FISCAL IMPACT:**

There is no fiscal impact to this item tonight as the expenditure can be accomplished within the Police Department budget.

**RECOMMENDATION:**

That the City Council discuss and consider authorization for the Interim Police Chief signature on the Memorandum of Understanding.

**Attachment**

Memorandum of Understanding between County of Sonoma and Sonoma County Law Enforcement Agencies

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**COUNTY OF SONOMA**  
**and**  
**SONOMA COUNTY LAW ENFORCEMENT AGENCIES**

This memorandum of understanding ("MOU"), dated as of \_\_\_\_\_, 2020 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), on behalf of its Department of Health Services (hereinafter "DHS"), and Sonoma County Law Enforcement Agencies (hereinafter "Law Enforcement") (see Exhibit A (Law Enforcement Agencies with Fiscal Responsibilities for Ordered Exams)).

RECITALS

WHEREAS, the parties wish to enter into this MOU to establish their respective roles specific to service and payment for forensic medical exams requested by Law Enforcement and performed by DHS; and

WHEREAS, DHS Contract Number 2009-0506, executed on October 4, 2010, shall terminate upon execution of this MOU.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. Responsibilities of Parties Relating to Forensic Exams

The following responsibilities are general in nature. The Procedures and Protocols Manuals for both the Sexual Assault Response Team (SART) and the Redwood Children's Center (RCC) outline in detail the specific responsibilities of the parties relating to forensic exams. In addition to the responsibilities detailed in this MOU, both Law Enforcement and DHS agree to follow the procedure outlined in Attachment B (Procedure – Undecided Victim), which is specific to those victims of sexual assault who are undecided at the time of the examination whether to report to Law Enforcement within the recommended time frames for collection of evidence.

Law Enforcement shall perform the following tasks:

- Determine whether a sexual assault has occurred, and assess the victim's immediate safety and medical needs.
- If the victim needs immediate medical care, arrange for transportation of the victim to or transport the victim to the nearest medical facility. Once medically cleared to participate in a sexual assault exam, arrange for the transportation of the victim to or transport the victim to the SART exam room at Sutter Hospital. If the victim is medically fragile and cannot be transported to the SART medical facility, the forensic medical exam will be performed at the hospital where the victim is admitted.
- Provide case review as needed.
- Participate in SART meetings as requested by DHS.
- Reimburse DHS for each exam according to the terms of Article 2 (Budget and Reimbursement for Services) of this MOU.

DHS shall perform the following tasks:

- Manage the SART and RCC Medical Units.
- Supervise the County's SART Coordinator and County's Sexual Assault Examiners.
- Provide a Medical Director.
- Regularly convene and report the activities of meetings of the Oversight and Steering Committees.
- Manage costs for services, and budget according to the terms of Article 2 (Budget and Reimbursement for Services) of this MOU.

The County's SART Coordinator shall perform the following tasks:

- Act as liaison between DHS and all Law Enforcement displayed in Exhibit A (Law Enforcement Agencies with Fiscal Responsibilities for Ordered Exams).
- Report issues to the Steering Committee for the SART and RCC Programs.
- Recruit, train, and schedule the County's Sexual Assault Examiners.

The County's Medical Director shall perform the following tasks:

- Attend SART training in conjunction with the DHS Program Manager.
- Review and approve policies and procedures.
- Provide supervision to the forensic examiners.
- Participate in all SART meetings and photo reviews.
- Testify in court when required.

The County's Sexual Assault Examiners shall perform the following tasks:

- Be on-call per the sexual assault schedule.
- Follow all SART and RCC policies and procedures.
- Arrive at the examination site within one hour of being called by Law Enforcement.
- Obtain either written or verbal authorization from Law Enforcement to conduct a forensic medical examination.
- Obtain written consent from the victim to undergo a sexual assault forensic medical examination and to photograph the victim's injuries.
- Participate in the Law Enforcement interview of the victim in order to obtain a complete history of the incident.
- Follow the protocol established by the California Office of Emergency Services, and complete Form OES 2-923, or, 2-924, or 2-925, or 2-930. Upon completion of the medical examination, provide the evidence kit and completed Form to Law Enforcement.
- Act as liaison between the criminal justice system and the health care system. This action includes conferring with Law Enforcement prior to and following the exam in order to ascertain any additional information that may be critical to the investigation. It is

imperative that information flows between Law Enforcement and the County's Sexual Assault Examiners.

- Respond to subpoenas, communicate with the District Attorney's Office, and provide testimony in court. Provide curriculum vitae as requested.
- Participate in monthly County's Sexual Assault Examiners meetings for case review, ongoing education, and quality assurance.
- Participate in other SART meetings as requested by any member of the Multi-Disciplinary Team (MDT).

The procedures and protocols Manuals for the SART and the RCC provide detailed responsibilities. Copies of these manuals are available and will be provided upon request by contracting the County's SART Coordinator.

## 2. Budget and Reimbursement for Services

As per California Penal Code Section 13823.95, bills for the costs for exams shall be submitted to the law enforcement agency in the jurisdiction in which the alleged offense was committed; whether the victim agrees to report to Law Enforcement or not. If the victim is undecided at the time of the examination whether to report to Law Enforcement, the procedure in Exhibit B (Procedure – Undecided Victim) will be followed. Law Enforcement shall provide reimbursement for services based on the budgeted cost of exams. DHS is responsible for managing costs as budgeted (Exhibit C). Budgeted costs are based on an estimated number of 98 annual exams and staffing necessary to provide these exams. Law enforcement and DHS agree to cost recovery as documented by cost settlement at fiscal year-end closing. Cost analysis will be conducted in April of each year to assess program costs through June 30 of that same year. Settlement will be completed within 30 days of receipt of final cost settlement invoice.

At the completion of each exam, Law Enforcement will be billed \$1,800 for the exam to be paid to DHS within 60 days of receipt of invoice. Law Enforcement is responsible for a final settlement payment to cover costs which exceed: credit for exam fees paid to date; and contributions from the General Fund, Federal Draw Down funding received, and DHS realignment. Under the condition where specific unforeseen costs arise, Law Enforcement and DHS will discuss at the earliest possible time the necessity to prepare a budgetary adjustment. In the event a budgetary adjustment is deemed necessary, both parties agree that Law Enforcement will be responsible for 50% of the unforeseen costs, and DHS will be responsible for 50% of the unforeseen costs.

## 3. Notice

All requests for amendments to the provision of services or reimbursement provided under this MOU must be made in writing with a minimum of a 60-day advance notice. Amendments shall be approved by the Department Heads, Chiefs of Law Enforcement, or designees.

## 4. Term and Termination

The term of this MOU shall begin on the Effective Date and shall automatically be extended each fiscal year (which runs July 1 – June 30) thereafter unless terminated or amended by County. During its extended term, this MOU is subject to all other terms applicable during its initial term.

5. Counterparts and Electronic Signatures

The parties agree that, where applicable, this MOU may be executed in counterparts, together which, when executed by the requisite parties, shall be deemed to be a complete original MOU. An electronic copy, including facsimile copy, email, or scanned copy of the executed MOU or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

6. Dispute Resolution

If any conflicts or disputes arise between the 2 parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. Both parties acknowledge that the purpose of such meeting is to come to a resolution that is in the best interest of all parties.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

**Department of Health Services:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbie Robinson, MPP, JD, CHC, Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Health Division Director or Designee

By: Adam Radtke, Deputy Date: 05/07/2020  
County Counsel

**Sonoma County Law Enforcement Agencies:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason Ferguson, Cloverdale Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Kelley, City Manager, City of Cloverdale

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Parrish, Chief, Cotati Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Damien O'Bid, City Manager, City of Cotati

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin Burke, Chief, Healdsburg Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ken Savano, Chief, Petaluma Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Peggy Flynn, City Manager, City of Petaluma

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Mattos, Chief, Rohnert Park Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ray Navarro, Chief, Santa Rosa Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Don Mort, Interim Chief, Sebastopol Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Essick, Sheriff, Sonoma County Sheriff's Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Weaver, Interim Chief, Sonoma State University Police Services

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joyce Lopes, Vice President/CFO, Administration and Finance, Sonoma State University



By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Brownlee, Chief, Santa Rosa Junior College Police Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Bosma, Director, Purchasing  
Sonoma County Jr. College District

**Exhibit A. Law Enforcement Agencies with Fiscal Responsibilities for Ordered Exams**

With respect to this MOU, city police departments have jurisdiction of crimes committed within city limits. Santa Rosa Junior College and Sonoma State University have jurisdiction over crimes committed on their campuses. The Sheriff's Office has jurisdiction in all unincorporated areas and does sexual assault investigations for the Windsor Police Department and the Sonoma Police Department. Both Santa Rosa Police Department and the Sheriff's Office have special units for sexual assault. The following are the agencies within Sonoma County that shall have fiscal responsibility when exams are ordered by one of their officers:

- Cloverdale Police Department
- Cotati Police Department
- Healdsburg Police Department
- Petaluma Police Department
- Rohnert Park Police Department
- Santa Rosa Police Department
- Santa Rosa Junior College Police Services
- Sebastopol Police Department
- Sheriff's Office
- Sonoma State University Police Services

### **Exhibit B. Procedure – Undecided Victim**

The following is the procedure for the provision of sexual assault exams in Sonoma County when the victim is undecided at the time of an examination whether to report to Law Enforcement within the recommended timeframes for the collection of evidence.

This procedure is intended as a guide for DHS Public Health Division, Special Clinical Services, hereinafter referred to as “DHS-PH-SCS” and Law Enforcement (see Exhibit Attachment A (Law Enforcement Agencies with Fiscal Responsibilities for Ordered Exams)). The purpose of this procedure is to establish the roles and responsibilities of each agency specific to service for forensic medical exams requested by Law Enforcement and performed by DHS Sexual Assault Response Team (SART) examiners when victims are undecided at the time of an examination whether to report to law enforcement; the parties commit to the responsibilities below.

#### **I. Responsibilities of Parties Relating to Forensic Exams for Victims Who Are Undecided at the Time of an Examination Whether to Report to Law Enforcement Within the Recommended Timeframes for Collection of Evidence**

Law Enforcement shall perform the following tasks:

1. Determine if a sexual assault has occurred and assess the victim’s immediate safety and medical needs. If victim declines Law Enforcement participation and alleged assault happened less than 120 hours prior to report, advise victim they will need to go to Sutter Santa Rosa Regional Hospital for an exam. If alleged assault occurred more than 120 hours prior to report, work with Verity to obtain more information from the victim to decide if an exam should be ordered.
2. Contact the on-call SART examiner to authorize the exam and Verity to request an Advocate.
3. Communicate with Hospital staff if the victim presents at the hospital and Law Enforcement is contacted by hospital staff to respond. Once Law Enforcement determines the victim is undecided whether to report to Law Enforcement, the responding detective will contact the on-call SART examiner to authorize the exam and Verity. The detective will not respond to the Hospital.
4. Collect and store the Sexual Assault Forensic Kit (S/A kit). The Law Enforcement agency that has jurisdiction over the location where the assault took place is responsible for collecting and storing the kit. If the victim declines to disclose a location, the agency with the jurisdiction over the location of the hospital will be responsible for collecting and storing the S/A kit.
5. Upon the completion of the exam, send a deputy or officer to respond to the Hospital, to pick up the S/A kit and draw a case number for an informational report. The case number will be given to Verity.
6. Book the S/A kit into evidence and keep it for a minimum of ten years. Agencies have the discretion to keep evidence longer. The detective assigned to the case for tracking, will contact Verity 60 days prior to the destruction of the kit and advise that the S/A kit is going to be destroyed.
7. Reimburse DHS-PH-SCS for each exam according to the terms of Section II, Budget and Reimbursement for Services contained within the MOU.

DHS Sexual Assault Examiners will perform the following tasks:

1. Be on-call per the Sexual Assault Forensic Examiner (SAFE) schedule;
2. Arrive at the examination site within one hour of being called by law enforcement.
3. Obtain authorization from law enforcement to conduct a forensic medical examination.
4. Obtain written consent from the victim to undergo a sexual assault forensic medical examination and to photograph injuries.
5. Follow the protocol established by the California Emergency Management Agency and completion of the CAL EMA 2-924, Abbreviated Adult/Adolescent Sexual Assault Examination Form.

**Exhibit C. Budget**

<b>Description</b>	<b>RCC Budget (\$)</b>	<b>SART Budget (\$)</b>	<b>Total Budget (\$)</b>
<b>Salaries &amp; Benefits</b>			
Permanent Positions	59,492	52,274	111,766
SA Exams	9,075	17,875	26,950
<b>Total Permanent Positions</b>	<b>68,567</b>	<b>70,149</b>	<b>138,716</b>
Extra Help Staff	4,200	4,200	8,400
Standby Pay	55,438	55,438	110,876
<b>Total Other Positions</b>	<b>59,638</b>	<b>59,638</b>	<b>119,276</b>
<b>Total Salaries &amp; Benefits</b>	<b>128,205</b>	<b>129,787</b>	<b>257,992</b>
<b>Services &amp; Supplies</b>			
Communications		580	580
Telecommunication Wireless Svc.	50	50	100
Special Departmental Expense	11,000		11,000
Insurance	873	1,067	1,940
Liability Insurance	133	163	296
Medical/Laboratory Supplies	1,000	1,000	2,000
Office Expense	250	1,271	1,521
Postage			0
Printing Services			0
ISD Baseline Services	1,214	1,483	2,697
Unclaimable Computer Chrgs	195	238	433
Client Medical/Dental/Lab Services	350		350
Publications and Legal Notices			0
County Administration Costs	5,402	6,602	12,004
Legal Services			0
Cost Plan Charges	1,094	1,338	2,432
Unclaimable ERP Charges	37	46	83
Risk Mgmt-Ben Admin Svcs	116	141	257
Pre-Employment Screening Services	100	100	200
ERP Charges	863	1,055	1,918
Minor Equipment/Small Tools	250	250	500
Training/Conference Expense	1,000	6,000	7,000

<b>Description</b>	<b>RCC Budget (\$)</b>	<b>SART Budget (\$)</b>	<b>Total Budget (\$)</b>
County Car Expense	100	60	160
Unclaimable County Car Expense	55	10	65
Private Car Expense	250	250	500
<b>Total Services &amp; Supplies</b>	<b>24,332</b>	<b>21,704</b>	<b>46,036</b>
<b>Total Expenditures</b>	<b>152,537</b>	<b>151,491</b>	<b>304,028</b>
<b>Reimbursements</b>			
Sexual Assault Exam	<b>59,400</b>	117,000	176,400
SART General Fund Contribution	<b>45,487</b>	7,838	53,325
DHS Realignment	<b>1,650</b>		<b>1,650</b>
Federal Draw Down	<b>46,000</b>		<b>46,000</b>
MOU - Sutter Revenue		26,000	<b>26,000</b>
Exam Revenue Rollover		<b>173,883</b>	<b>173,883</b>
<b>Total Reimbursements</b>	<b>152,537</b>	<b>324,721</b>	<b>477,258</b>
<b>Budget</b>	<b>0</b>	<b>173,230</b>	<b>173,230</b>