

CITY OF SAN MATEO
City Council Regular Meeting
June 3, 2024
7:00 PM



COUNCIL MEMBERS
Lisa Diaz Nash, Mayor
Rob Newsom Jr., Deputy Mayor
Rich Hedges
Amourance Lee
Adam Loraine

AGENDA ITEM

6. Domestic Violence Co-Response Advocate Program – Memorandum of Understanding

Approve a Memorandum of Understanding with the County of San Mateo and City of Daly City for the Domestic Violence Co-Response Advocate program for a two-year term; and authorize the Chief of Police to execute the agreement in substantially the form presented.

CEQA: This agreement is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
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Agenda Report

Agenda Number: 6

Section Name: CONSENT CALENDAR

Account Number: 10-511:

File ID: 24-8650

TO: City Council

FROM: Alex Khojikian, City Manager

PREPARED BY: Police Department

MEETING DATE: June 3, 2024

SUBJECT:

Domestic Violence Co-Response Advocate Program – Memorandum of Understanding

RECOMMENDATION:

Approve a Memorandum of Understanding with the County of San Mateo and City of Daly City for the Domestic Violence Co-Response Advocate program for a two-year term; and authorize the Chief of Police to execute the agreement in substantially the form presented.

BACKGROUND:

Domestic violence remains a critical issue within our community, necessitating enhanced response strategies that provide immediate support to victims. Recognizing this need, the San Mateo Police Department has sought to establish a partnership with the County of San Mateo and the City of Daly City, where the County of San Mateo will contract with the local non-profit organization, Community Overcoming Relationship Abuse (CORA), which specializes in services for survivors of domestic violence, to create the DV Co-Response (CORE) Advocate Program. This program will introduce a DV CORE Advocate to work alongside police officers to offer immediate, on-scene support services to domestic violence survivors, enhancing the overall response to these incidents, and interrupting what often becomes a repeating cycle of violence.

The program will embed an advocate at the San Mateo Police Department. The advocate will partner with officers and related service providers to optimally address every reported incident of domestic violence. The advocate will respond in tandem with San Mateo police officers to related incidents, and once officers ensure the scene is safe, the advocate will respond to the scene. The advocate will work together with officers to assess the overall scene, as well as the needs of the survivor and connect the individual with the appropriate service providers and resources. The advocate will also provide on-going training to the San Mateo Police Department to enhance officer response and overall community prioritization and support for this important issue.

The DV CORE Advocate program will have the following goals:

Goal 1 – Law enforcement staff and DV Co-Responder respond to active domestic violence calls for service.

Goal 2 – DV Co-Responders provide consultation, training, and support to law enforcement personnel in the field

Goal 3 – DV Co-Responders increase knowledge of effective strategies to support survivors of domestic violence and their families.

Goal 4 – DV Co-Responders increase access to resources for survivors of domestic violence and their families.

Goal 5 – Law enforcement strengthens relationships with service providers and community.

Goal 6 – Improve outcomes for survivors of domestic violence and their families.

The proposed MOU outlines the cooperative framework between the City, the County of San Mateo, the City of Daly City, and CORA, detailing the roles and responsibilities of each party in implementing the DV CORE Advocate Program. Additionally, the County of San Mateo will hire a program evaluator to measure the outcomes and effectiveness of the program.

Notably, the program will incur no fiscal cost to the City, as it is fully funded by the County of San Mateo. The term of the MOU is set for 2 years, with the option for renewal subject to mutual agreement and funding availability. It is the City's policy that inter-governmental agency agreements be approved by the City Council.

BUDGET IMPACT:

There is no fiscal impact to the City with the adoption of this MOU. The County of San Mateo will fund all associated costs.

ENVIRONMENTAL DETERMINATION:

This agreement is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Memorandum of Understanding

STAFF CONTACT

Ed Barberini, Chief of Police
ebarberini@cityofsanmateo.org
(650) 522-7600

Matt Lethin, Captain
mlethin@cityofsanmateo.org
(650) 522-7663

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN MATEO, THE CITY OF DALY CITY, AND THE COUNTY OF
SAN MATEO FOR THE ESTABLISHMENT OF A DOMESTIC VIOLENCE CO-RESPONDER
PILOT PROGRAM**

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement between the County of San Mateo (County), the City of San Mateo (San Mateo), and the City of Daly City (Daly City), acting through their respective law enforcement agencies (the Sheriff's Office, Daly City Police Department, and San Mateo Police Department) to improve the participating agencies' response to domestic violence incidents by embedding domestic violence co-responders in the law enforcement agencies (Pilot Program). The Pilot Program was approved by the San Mateo County Board of Supervisors (Resolution No. 080072) on December 12, 2023, and was subsequently approved by the Daly City and San Mateo City Councils. The Pilot is expected to start in 2024 and end in 2026 and will be funded by the County.

In furtherance of the Pilot Program, the County will hire a neutral third party (evaluator) to support the Parties' planning and implementation efforts. Once the Pilot Program is launched, the evaluator will conduct an implementation and evaluation study, which will examine the interventions and assessment methods utilized by the Pilot Program, to assist the Parties to better understand and most effectively support the population served by the Pilot Program. The program evaluation is discussed further in Section 11.2 of this MOU.

In support of the Pilot Program, the Cities and County hereby agree to the following:

1. Purpose and Goals

The Cities and County enter this cooperative agreement for implementation of the Pilot Program to improve law enforcement's response to domestic violence incidents. Advocates embedded in the law enforcement agencies can provide immediate services to victim/survivors when they are most receptive and offer ongoing support for navigating public assistance, emergency housing resources, the legal system, and other resources.

Specific Goals for the Pilot Program have been identified as follows:

Goal 1 – Law enforcement staff and DV Co-Responder respond to active domestic violence calls for service.

Goal 2 – DV Co-Responders provide consultation, training, and support to law enforcement personnel in the field.

Goal 3 – DV Co-Responders increase knowledge of effective strategies to support victim/survivors of domestic violence and their families.

Goal 4 – DV Co-Responders increase access to resources for victim/survivors of domestic violence and their families.

Goal 5 – Law enforcement strengthens relationships with service providers and community.

Goal 6 – The Co-Responder program improves outcomes for victim/survivors of domestic violence and their families.

2. Relationship of Parties

Community Overcoming Relationship Abuse (CORA) will provide DV Co-Responders pursuant to a separate agreement with the County. The County and the Cities acknowledge and agree that the DV Co-Responders will provide work and services under this agreement as independent contractors relative to the County and the Cities. The CORA DV Co-Responders participating in the Pilot Program are not employees of the County or the Cities, nor shall they acquire any of the rights, privileges, powers, or advantages of employees of the County or the Cities.

3. Mutual Responsibility of Parties

4.1 The Parties agree to develop, review, and modify, as needed, policies and procedures for the Pilot Program, including, but not limited to, scope of work, chain of communication, necessary training, complaint process, performance concerns, monitoring of the Pilot Program, supervision of job performance of the DV Co-Responders, and handling and disposition of data generated by Pilot Program participants.

4.2 The Parties will participate in efforts to obtain and analyze data to document the effectiveness of the Pilot Program in reaching its goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights. These efforts will include partnering with the evaluator to evaluate the Pilot Program's effectiveness during the term of the MOU.

4.3 The Parties will develop relevant training plans for County and City staff and participate in collaborative trainings when appropriate, develop program strategies, and implement the Pilot Program in a manner that respects the dignity and diversity of community members.

4. Responsibilities of Individual Parties

5.1 The Cities of Daly City and San Mateo shall be responsible for the following:

- Providing assigned DV Co-Responders with a physical workspace and office supplies necessary for all work required within the City's police department.
- Provide mobile police radio to the assigned DV Co-Responder for in-field work.
- Orient and familiarize assigned DV Co-Responder with the Police Department workspace, technology, operations, and specific community needs, in furtherance of the DV Co-Responder's performance of the Pilot Program work.

- Provide assigned DV Co-Responder with access to the law enforcement database system, to the extent necessary to carry out job responsibilities.
- Work collaboratively with DV Co-Responder to provide necessary law enforcement-related information to assist the DV Co-Responder in achieving Pilot Program objectives.

5.2 The Sheriff's Office shall be responsible for the following:

- Provide DV Co-Responders with all other equipment and materials necessary to perform their duties for the Pilot Program.
- Serve as a liaison between the Cities and CORA to provide feedback to CORA about the performance of their DV Co-Responders and respond to CORA's concerns about the functionality of the Pilot Program.
- Serve as the main repository of Pilot Program data and the main point of contact with the 3rd party evaluator.

5. **Special Terms and Conditions**

6.1 Coordination and Oversight

The Sheriff and the Chiefs of Police are responsible for the day-to-day coordination of program operations and problem resolution with the DV Co-Responders.

The Cities and County will designate liaisons to participate in quarterly oversight meetings to monitor the progress of the Pilot Program, review operational issues, and identify items for ongoing work plan. The liaisons will serve as the main point of contact for CORA and the other participating law enforcement agencies.

Participating law enforcement agencies will coordinate with CORA and each other to develop information about the program and the services it provides and will make that information available to the public.

Participating law enforcement agencies are responsible for their own budgetary planning and reporting with respect to how the Pilot Program impacts their agencies.

6.2 Conflict Resolution

In the event of disagreements or conflicts between or among Parties to this MOU, the disagreement or conflict will be referred initially and in writing to the assigned liaisons from the Cities and the County. If consultation at that level does not resolve the disagreement or conflict, then the City Chiefs of Police and the Sheriff or their designees shall meet and confer and attempt to resolve the matter.

In the event that the disagreement or conflict pertains to the performance of an assigned DV Co-Responder and the disagreement or conflict is not resolved through the steps described above, the County shall have the final authority to resolve the conflict with CORA.

6. Hold Harmless and Indemnification

- a. It is agreed that the County shall defend, hold harmless, and indemnify each of the Cities and their officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the County and/or its officers, employees, agents, and servants.
- b. The County shall defend, hold harmless, and indemnify the Cities from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, the County's representatives for services provided under this Agreement.
- c. It is agreed that each of the Cities shall defend, save harmless, and indemnify the County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the indemnifying City or Cities and/or their respective officers, employees, agents and servants. This section shall not be construed to assign any responsibility to one City for the conduct of the other City.
- d. The duty of each party to defend, hold harmless, and indemnify the other party as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- e. In the event of concurrent negligence (or intentional/reckless acts) of a City or Cities and/or their respective officers and employees, on the one hand, and the County and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

7. Term and Termination

8.1 Term

This MOU shall be effective immediately upon signature by each of the parties, and the term of the MOU shall end two years after the commencement of the Pilot Program. The two-year Pilot Program will commence once the DV Co-Responders have been assigned to the Cities and have begun providing services as contemplated under the Pilot Program. Prior to the commencement of the Pilot Program, each of the Parties will execute an addendum to this MOU that attests and confirms the commencement date of the Pilot Program.

8.2 Amendment/Modification Process

All subsequent modifications or amendments to this MOU shall be in writing and signed by each of the Parties hereto before they will be effective.

8.3 Termination

The Parties agree that the term of this MOU is two years after the commencement of the Pilot Program. Each Party agrees to remain a party to this MOU for the entire duration of the two-year term of the Pilot Program, subject only to termination for cause. Cause for termination of this MOU will include only a material breach of this MOU by another Party or impossibility of performance. Prior to termination for cause, the terminating party must give all other Parties 30 days written notice of the alleged material breach and notice of an opportunity to cure such breach during the notice period. If the party(ies) is/are unable to cure within 30 days, the MOU may be terminated as to the noticing party only.

8. **Funding/Financial Responsibilities**

9.1 Pilot Program Cost Sharing

Unless amended by the Board of Supervisors and the City Councils, the annual contributions of Cities and County to the Pilot Program expenses shall be as follows:

County shall pay one hundred percent (100%) of the personnel costs for the DV Co-Responders.

County shall pay one hundred percent (100%) of the costs for the Program evaluation.

County shall pay for one hundred percent (100%) of the cost of laptops and vehicles for the DV Co-Responders

Cities shall pay for one hundred percent (100%) of the cost of walkie-talkies, office equipment, and other necessary items for the DV Co-Responders

9. **Program Evaluator**

The County will hire a neutral third party to evaluate the efficacy of the Pilot Program. The total cost of the evaluation shall not exceed Two Hundred Thousand dollars (\$200,000) for the two-year term of the Pilot Program. The County shall be responsible for one hundred percent (100%) of the cost of the evaluation.

10. **Contact Information**

The following is contact information of the persons responsible from each party/entity for the completion and maintenance of this MOU:

12.1 Party A (County of San Mateo) Information

Name: Adam Ely

Address: 400 County Center, Redwood City, CA, 94061

Telephone: 650-295-3674

Email: aely@smcgov.org

12.2 Party B (City of San Mateo) Information

Name: Ed Barberini, Chief

Address: 200 Franklin Parkway, San Mateo, CA 94403

Telephone: (650) 522-7700

Email: ebarberini@cityofsanmateo.org

Party C (City of Daly City) Information

Name: Cameron Christensen, Chief

Address: 333 90th St., Daly City, CA 94015

Telephone: (650) 991-8115

Email: cchristensen@dalycity.org

Effective Date and Signatures:

This MOU shall be effective upon the signature of all parties authorized officials. All Parties indicate agreement with this MOU by their signatures.

Signatures and dates:

Mike Callagy, County Executive Officer
County of San Mateo

Date

Ed Barberini, Chief
City of San Mateo

Date

Cameron Christensen, Chief
City of Daly City

Date