



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 949

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND THE STATE OF ARIZONA REGARDING STOP VIOLENCE AGAINST WOMEN FORMULA GRANT

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the State of Arizona regarding an award of \$50,964.00 with respect to the STOP Violence Against Women Formula Grant to develop a Domestic Violence Unit; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby ratified and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 10th day of August, 2011.

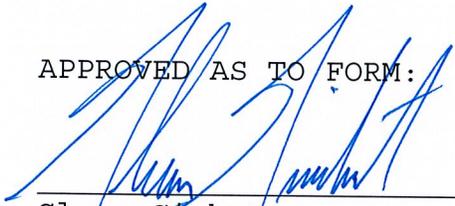

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

**INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. ST-IGA-12-2182-01**

**Between the
STATE OF ARIZONA
GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES
And
CITY OF SAN LUIS**

This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §11-952, by and between the State of Arizona, the Governor's Office for Children, Youth and Families, located at 1700 West Washington, Suite 101, Phoenix, Arizona 85007 and the City of San Luis, located at 1090 East Union Street, San Luis, Arizona 85349.

Whereas, A.R.S. §41-101.01 authorizes the Governor's Office for Children, Youth and Families to execute and administer contracts. Whereas, A.R.S. §9-499.01 authorizes the City of San Luis to enter into agreements with other governmental entities and agencies and A.R.S. §9-303 provides the City Manager authorization to execute such agreements and, as authorized by the Code of the City of San Luis, the charter and the general ordinances of the City. Therefore, it is agreed that the Governor's Office for Children, Youth and Families shall provide funding to the City of San Luis, San Luis Police Department ("Contractor") for services under the terms of this Agreement.

I PURPOSE OF THE AGREEMENT

The Governor's Office for Children, Youth and Families is charged with the responsibility of administering funds and programs for the STOP Violence Against Women Formula Grant and hereby provides funding to the Contractor solely for the project(s) and in the following amount(s) set forth herein.

Contractor agrees to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Governor's Office for Children, Youth and Families will provide the financial, programmatic and administrative guidelines and statutory program purposes for the STOP Violence Against Women Formula Grant Program funding, including guidelines for requirements of the Violence Against Women Act (VAWA), as amended. The Contractor agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds. General information on program guidance may be found at <http://www.ovw.usdoj.gov/grants-resource-guide.htm>. Program guidance is also provided in the "OVW STOP Frequently Asked Questions" located at http://www.ovw.usdoj.gov/docs/FAQ_FINAL_nov_21_07.pdf

II WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Compensation

Governor's Office for Children, Youth and Families shall:

Provide up to \$50,954.00 from funds allocated by the Governor's Office for Children, Youth and Families, as authorized under the STOP Violence Against Women Formula Grant Program, to the Contractor for costs associated with the activities listed in Section II (C) and Attachments A through C, incorporated by reference.

Payment shall be made by Governor's Office for Children, Youth and Families to the Contractor in monthly payments upon receipt and approval of the deliverables set forth in Section II (C). Payments shall be made only for those services performed or goods received.

B. Allowable Program Expenditures

The Contractor shall use the funds to support the activities outlined in Section II (C) of this Agreement.

C. Description of Services and the Contractor Requirements

The Contractor shall use the funds to support the following activities, as well as those referenced in Attachments A through C, incorporated by reference into this contract.

The Contractor shall provide \$16, 984 in matching funds to support the program activities.

To develop protocols and guidelines establishing a "Domestic Violence Unit" composed of police detectives, police court marshal personnel, "Amberly's Place Victim Advocate Center" personnel, and the city prosecutor.

The establishment of this unit will:

1. Develop protocols that will require the notification of Amberly's Place personnel by the police department on every case involving violence against women and children.
2. Facilitate the sharing of information between the police department, the court and the office of the prosecutor to identify domestic violence repeat offenders.
3. To monitor domestic violence offenders who are on probation; assisting them in complying with court ordered counseling, community service, and any other court ordered mandates. Monitoring will also include the establishment of an alcohol and drug testing program to be administered by the Contractor court marshal's officers.
4. Develop guidelines for the Contractor court marshal's officers to report violations of probation to the city prosecutor, to include a system where patrol officers and court personnel can immediately forward information to court officers so that they can investigate possible violations of probation.
5. Establish protocols to notify victims by way of victim advocates of when violators become non-compliant as well as to notify them when offenders have completed court ordered mandates and are released from probation.

6. Establish a training program for police officers to understand state and federal laws regarding domestic violence. Special emphasis will be placed on the laws about orders of protection and injunctions prohibiting harassment.

The Contractor shall provide the following reports for all services rendered utilizing funds provided in this Agreement. The reporting deadlines are:

- October 28, 2011 (Quarterly Report for 7/1/11-9/30/2011)
- January 20, 2012 (Quarterly Report for 10/1/11-12/31/2011)
- February 15, 2012 (DOJ/OVW Annual Progress Report for calendar year 2011 activities)
- April 27, 2012 (Quarterly Report for 1/1/2012-3/31/2012)
- July 18, 2012 (Quarterly Report for 4/1/12-6/30/2012)
- July 6, 2012 (Final Narrative Report and DOJ/OVW Annual Progress Report for calendar year 2012 activities)

The Quarterly Report and Final Narrative Report is completed on a Governor's Office for Children, Youth and Families form, which will be provided once the contract is signed. The DOJ/OVW Annual Progress Report can be found on the internet at:
<http://muskie.usm.maine.edu/vawamei/stopformulaform.htm>.

III. TERM OF THE AGREEMENT, TERMINATION AND AMENDMENT

A. Effective Date

This Agreement shall become effective only upon the execution by the Governor's Office for Children, Youth and Families and the City of San Luis.

B. Term, Termination, Renewal

This Agreement shall commence on July 1, 2011 and shall remain in effect until June 30, 2012, unless terminated, canceled or extended as otherwise provided herein. This is a twelve month contract. Either party may terminate this Agreement at any time by providing a thirty (30) day written notice to the other party.

C. Amendment

This Agreement may be modified, altered, extended or amended only in writing signed by, or on behalf of, both parties or their duly authorized agents.

IV. PRINTED MATERIAL

It is agreed that any report or printed matter completed as a part of this Agreement is a work for hire and shall not be copyrighted by the Contractor. Any publicly printed material under this Agreement shall state "This project was supported by Grant No. 2008-WF-AX-0016, awarded by the Office on Violence Against Women, U.S. Department of Justice and the Governor's Office for Children, Youth and Families. The opinions, findings, conclusions and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women or the Governor's Office."

V. PROGRAM CHANGES

The Contractor shall notify the Governor's Office for Children, Youth and Families in writing, thirty (30) days in advance, of any proposed changes in the project that will directly affect service delivery under the terms of this Agreement. No such proposed changes shall be implemented without a prior formal amendment to this Agreement signed by both parties.

VI. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this Agreement, the Contractor is not an employee or agent of the Governor's Office for Children, Youth and Families. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the Governor's Office for Children, Youth and Families, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

VII. KEY PERSONNEL

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. The Contractor must assign specific individuals to the key positions.

VIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers. Contractor shall declare all anticipated offshore services to the Governor's Office for Children, Youth and Families.

IX. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by the United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth herein.

X. FUNDING SOURCE

These funds are made available and administered by the Governor's Office for Children, Youth and Families. Payment made by the Governor's Office for Children, Youth and Families to the Contractor shall be expended from the STOP Violence Against Women Formula Grant, C.F.D.A. No. 16.588.

XI. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this Agreement.

XII NON-DISCRIMINATION/CIVIL RIGHTS

All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended and State Executive Order No. 09-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. All parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Contractor agrees to comply, and will require any subcontractor(s) to comply with any Federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

In accordance with A.R.S. §41-1461 et seq, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

XIII FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Agreement. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Agreement. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default and suspension and/or debarment of the Contractor.

XIV. E-VERIFY

In accordance with A.R.S. §41-4401, the Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with Section A.R.S. §23-214, Subsection A.

XV. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes (Title 41).

XVI. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XVII NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this Agreement.

Funds are not presently available for performance under this Agreement beyond the current fiscal year. No legal liability on the part of the Governor's Office for Children, Youth and Families for any payment may arise for performance under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement.

XVIII AUDIT OF RECORDS

In accordance with A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State or Federal Government at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Copies shall be produced upon request.

XIX CANCELLATION FOR CONFLICT OF INTEREST

In accordance with A.R.S. §38-511, the Governor's Office for Children, Youth and Families may within three years after execution cancel the Agreement, without penalty or further obligation, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Governor's Office for Children, Youth and Families, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

XX. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the Governor's Office for Children, Youth and Families any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Agreement.

XXI. APPLICABLE LAW

All parties to this agreement shall comply with all applicable federal, state and local laws.

XXII. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein.

XXIII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XXIV. COUNTERPARTS

This Agreement may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

XXV. WAIVER

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

XXVI. INTEGRATION

The parties agree that this Agreement supercedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this Agreement.

XXVII. INTERPRETATION

This Agreement is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XXVIII. PARAGRAPH HEADINGS

The paragraph headings in the Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

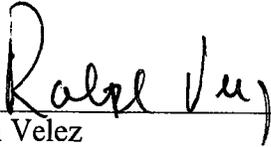
XXIX. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Governor's Office for Children, Youth and Families
1700 West Washington Street, Suite 101
Phoenix, AZ 85007



Ralph Velez
City Administrator

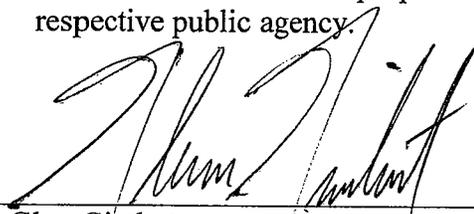


Cassandra A. Larsen
Director

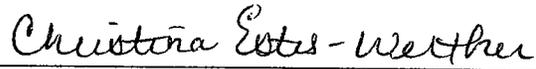


Travis Price
Compliance Finance and Procurement Manager
Office of the Governor

The AGREEMENT is in proper format and is within the powers and authority granted to the respective public agency.



Glen Gimbut
City Attorney
City of San Luis



Christina Estes-Werther
Deputy General Counsel
Office of the Governor

City of San Luis Police Department
STOP Violence Against Women Line Item Budget

Budget period: FY 2012

Budget Category	Line Item	Requested Funds (75%)	Matching Funds/ Source (25%)	Total Cost (100%)
Personnel and Fringe Benefits				
Personnel	Officer <i>TBD</i> , 12 Month's Salary \$15.24 x 1,664 Hours = \$25,360.00	\$19,020.00	\$6,340.00	\$25,360.00
	Officer Ernesto Lugo, 300 hours of overtime Overtime Rate - \$34.83 x 300 hours = \$10,449.00	\$7,837.00	\$2,612.00	\$10,449.00
	Officer Josue Aranda, 300 hours of Overtime Overtime Rate - 23.25 x 300 hours = \$6,975.00	\$5,231.00	\$1,744.00	\$6,975.00
Fringe Benefits	Officer <i>TBD</i> \$25,360.00 x 21.18% = \$5,371.00 Health Insurance = \$5,512.00	\$4,028.00 \$4,134.00	\$1,343.00 \$1,378.00	\$5,371.00 \$5,512.00
	Officer Ernesto Lugo \$10,449.00 x 21.18% = \$2,213.00	\$1,660.00	\$553.00	\$2,213.00
	Officer Josue Aranda, 300 hours of overtime \$6,975.00 x 21.18% = \$1,477.00	\$1,108.00	\$369.00	\$1,477.00
Contracted Services/Professional Services				
	NONE REQUESTED	0.00	0.00	0.00
Travel				
	NONE REQUESTED	0.00	0.00	0.00
Equipment				
Computer	1 - Panasonic Toughbook in-car computer - \$3,800.00	\$2,850.00	\$950.00	\$3,800.00
Breathalyzer	3- FC10 Port. Breath Testers @ \$530.00 = \$1,590.00	\$1,193.00	\$398.00	\$1,591.00
Digital Camera	3- Kodak Digital Cameras @ \$180.00 = \$540.00	\$405.00	\$135.00	\$540.00
Supplies and Other Operating				
Mouth Pieces	3 - Package of 100 @ \$30.00 = \$90.00	\$68.00	\$22.00	\$90.00
Drug test kits	150 - DrugConfirm 6 panel kits @ \$24.00 = \$3,600.00	\$2,700.00	\$900.00	\$3,600.00
Wireless Internet	Verizon Wireless Card \$80.00 x 12 months = \$960.00	\$720.00	\$240.00	\$960.00
Administrative/Indirect Costs				
	NONE REQUESTED			
Total		\$50,954.00	\$16,984.00	\$67,938.00

Authorized Signature _____

Ralph Velez
Ralph Velez

Date _____

6/30/2011

Job Title: _____ City Administrator

CITY OF SAN LUIS POLICE DEPARTMENT

STOP Violence Against Women Budget Narrative

Personnel: In order to implement the Probation Monitoring Program, seek and apprehend persons with outstanding warrants for violations of domestic violence, and offer police officers training related to violence against women the city would have to hire an officer to place fulltime attention to the Probation Monitoring Program. This officer will be assigned to work 32 hours per week on this program at a rate of \$25,350.00 per year, the city is requesting 75% which is \$19,020.00, the remaining 25% or \$6,340.00, will be funded with city general fund monies. Additionally, two officers will assist with the monitoring of probationers, seek and arrest violators, and will facilitate domestic violence training (including orders of protection) for other police officers. These two officers will at times work overtime, for this the city is requesting 75% (\$7,837.00) of the cost of 300 hours of overtime for Officer Ernesto Lugo at the rate of \$10,449.00 per year, the remaining 25% (\$2,612.00), will be funded with city general fund monies; and 75% (\$5,231.00) of the cost of 300 hours for Officer Josue Aranda at the rate of \$6,975.00 per year, the remaining 25% (\$1,744.00), will be funded with city general fund monies.

Fringe Benefits: The fringe benefit percentage was determined by the city's benefit table which is as follows, 6.2% for social security, 1.45% for Medicare, .6% for unemployment insurance and 12.93% for retirement. The requested fringe benefits for the officer assigned to the Probation Monitoring Program would total \$8,162.34. This includes 75 % of the 21.18% of the salary which is, \$4,028.34 and \$4,134.00 which is 75% of the total cost for health insurance. The city will fund the remaining 25% (1,343.00) as well as the 25% (\$1,378.00) for the health insurance. The city is also requesting \$1,108.00 to cover 75% of Officer Josue Aranda's benefits, this is 21.18% of the total requested in overtime, the remaining 25% (\$369.00), will be funded with city general fund monies. Also requested is \$1,660.00 to cover 75% of Officer Ernesto Lugo's benefits, this is 21.18% of the total requested in overtime, the remaining 25% (553.00), will be funded with city general fund monies. Health insurance was not requested for Officer Aranda and Lugo who are already fulltime employees of the city and are receiving this benefit. For example, Officer Lugo's health insurance is included on the police department's budget whether or not he works overtime.

Contracted/Professional Services: The city is not requesting administrative costs.

Travel: The city is not requesting any travel reimbursement.

Equipment: To access, share and document information from the field officers will require an in-car computer, for this, the city is requesting 75% of the total cost of a Panasonic Toughbook which will total \$2,850.00, the remaining 25% (950.00), will be funded with city general fund monies.. Officers will also need 3 portable breath testers. The city is requesting 75% of the cost which is \$1,193.00, the remaining 25% (398.00), will be funded with city general fund monies.. The collection of evidence and compiling a bank of offender's photographs will require the use of digital cameras. The city is requesting 75% of the cost to purchase 3 Kodak digital cameras which would total \$405.00, the remaining 25% (135.00), will be funded with city general fund monies.

Supplies and Operating Expenses: The use of portable breath testers will require the use of disposable mouthpieces, the city is requesting 75% of the purchase of 300 mouthpieces totaling \$68.00, the remaining 25% (\$23.00), will be funded with city general fund monies. The implementation of a drug use monitoring program will require the purchase of test kits. This city would need to purchase 150 kits and is requesting 75% of the total cost which is \$2,700.00, the remaining 25% (\$900.00), will be funded with city general fund monies. To access information from police and court data bases, officers in the field will require internet access. For this the city is requesting 75% of the annual cost for a Verizon wireless card, this total would be \$720.00 per year, the remaining 25% (\$240.00), will be funded with city general fund monies.

Administrative/Indirect Costs: The city is not requesting administrative costs.

Matching Funds/Source: The City of San Luis is committed to match 25% of the total cost of the proposed project. The amount of \$16,984.00, will be included in the grants line item of the police department's FY 2012 budget to fund the %25 "matching funds" as required by the STOP Violence Against Women Grant.

Authorized Signature _____


Ralph Velez

Date _____

6/30/2011

Job Title: City Administrator

**City of San Luis Police Department
STOP Violence Against Women Grant Proposal
Submitted by: Ernesto Lugo, San Luis Police Department**

Objective:

To develop protocols and guidelines establishing a "Domestic Violence Unit" composed of police detectives, police court marshal personnel, "Amberly's Place Victim Advocate Center" personnel, and the city prosecutor.

The establishment of this unit will:

1. Develop protocols that will require the notification of Amberly's Place personnel by the police department on every case involving violence against women and children.
2. Facilitate the sharing of information between the police department, the court and the office of the prosecutor to identify domestic violence repeat offenders.
3. To monitor domestic violence offenders who are on probation; assisting them in complying with court ordered counseling, community service, and any other court ordered mandates. Monitoring will also include the establishment of an alcohol and drug testing program to be administered by SLPD court marshal's officers.
4. Develop guidelines for SLPD court marshal's officers to report violations of probation to the city prosecutor, to include a system where patrol officers and court personnel can immediately forward information to court officers so that they can investigate possible violations of probation.
5. Establish protocols to notify victims by way of victim advocates of when violators become non-compliant as well as to notify them when offenders have completed court ordered mandates and are released from probation.
6. Establish a training program for police officers to understand state and federal laws regarding domestic violence. Special emphasis will be placed on the laws about orders of protection and injunctions prohibiting harassment.

Background and problem to be addressed:

Domestic Violence, particularly violence against women has and continues to be a problem in the City of San Luis.

In May of 2011, over 420 persons were on probation in the San Luis Municipal Court. Of the 420 probationers about 198 are adult males on probation for cases related to domestic violence.

The current population in San Luis is about 25,500, of this number approximately 6,700 are adult males. This means that about one (1) in every 34 adult males in San Luis is on probation for violating laws related to domestic violence.

In 2010, the San Luis Police Department requested over 325 criminal charges on persons arrested for violations of law related to domestic violence, most of which were for violence against women, this in an increase of about 9.2% from 2009.

Of that number the successful prosecution rate was of about 96%. Of the remaining 4%, 2% were cases that were placed on a deferred prosecution plan, which also involves requiring defendants to attend domestic violence counseling. This also requires monitoring from the court.

Every defendant that is found guilty of violating a law related to domestic violence is placed on probation and ordered to attend domestic violence counseling. Defendants are also given other standard orders of probation that include not drinking alcohol to excess, not use any illegal drugs, not violate any law, keep a job among others. Currently there is no plan, policy or protocol in place that actively monitors compliance. The court only monitors those who are behind on payments of fines and occasionally receive notices from counseling service providers notifying the court of defendants who fail to attend scheduled counseling.

Plan to address the problem:

In April of 2009, the San Luis Police Department (SLPD) assigned a police officer as the court marshal to place full time attention to the security and enforcement needs of the court. This officer is assigned to court security and also enforces any court order issued by the judge. With a high volume of cases, in February of 2011 the SLPD trained two additional officers to assist the court marshal.

The SLPD Court Marshal will coordinate the creation of a "Domestic Violence Unit". This unit will include police detectives, court marshal personnel, Amberly's Place advocates and the Office of the City Prosecutor.

As stated in the objective, the San Luis Police Department will develop a written protocol to notify Amberly's Place Victim Advocate Center, of every call where officers respond to calls related to domestic violence or any call related to violence against women or children.

The court marshal, in conjunction with the prosecutor, will develop a "Probation Monitoring Program" (PMP). The court marshal and officers assigned to him, in the capacity of "compliance officers", will monitor those domestic violence offenders on probation. Probationers will be screened to determine the level of monitoring that may be required. The PMP will include assuring that probationers comply with the conditions of probation issued by the court which usually include completing DV

counseling, not harass the victim (when requested by the victim), not drinking alcohol to excess, not use any illegal drugs, not violate any law, remain employed, and others.

A court marshal's officer will be assigned as the lead compliance officer, this officer will dedicate 32 hours per week to the monitoring and documentation of contacts and other activities of the probationers. He will also coordinate the drug and alcohol monitoring program.

Two additional officers will assist in contacting probationers, seeking and arresting absconders and preparing violation of probation complaints to be forwarded to the city prosecutor. Evening contact of probationers performed during evening hours will require these officers to at times work overtime.

Another duty of the Domestic Violence Unit will be to notify victims when DV offenders become "non-compliant" or abscond from probation. The goal is NOT to alarm the victim but to help her not to become re-victimized. The victim, with the assistance of Amberly's Place personnel, will be given information on how to protect herself.

The Domestic Violence Unit will also address the problem of training among police officers. The unit will offer training related to orders of protection, injunctions prohibiting harassment, law of arrest relating to domestic violence and dealing with victims of sexual assault among other related topics.