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FNSCCINC@gmail.com

## **AGREEMENT TO PROVIDE SERVICE TO REEDLEY POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE**

Forensic Nurse Specialists of Central Ca, Inc. (FNSCC, Inc.) and Reedley Police Department agree as follows:

FNSCC, Inc. agrees to provide forensic evidence collection and examinations of victims of sexual assault and from suspects. Including, examinations of domestic violence, child physical and sexual abuse, and death investigation.

Charge per victim case, to be paid for by Reedley Police Department, is \$1,000.00. Suspect exams at the same time as victim exam are \$600.00. Suspect examination after initial victim examination will be \$700.00. Victim "no show or cancelled" after FNSCC, Inc. nurse is called out will be subject to a \$150.00 "dry run" fee. Additional follow up examination for victims at law enforcement request or by expert forensic nurse advice will be subject to a \$450.00 fee. Due to FNSCC nurse time and travel, mobile cases will be an extra \$300.00 per case. If interested LE may request FNSCC expanded services.

### **SPECIAL PROVISIONS:**

1. Term of Agreement shall be July 1, 2018 through June 30, 2019 and shall be automatically renewed for the original contract length unless terminated by either party with a 90-day written notice.
2. Law enforcement officers agree to call the 24-hour FNSCC, Inc. answering service prior to transporting victim to FNSCC, Inc. examination site located @ specialized SART Center.
3. FNSCC, Inc. agrees to collect forensic CAL OES state protocols by qualified forensic examiners. All examinations will include mandated CAL OES form, evidence collection, digital photography, RADS. Copies of photographs to be made available to contracting law enforcement agency. Discussion of findings will be provided at the conclusion of the exam.
4. FNSCC, Inc. agrees to provide competent expert witness testimony in court when subpoenaed to be present.
5. All evidence collected will be relinquished by FNSCC, Inc. FNSCC will maintain chain of custody for all cases performed.
6. FNSCC, Inc. agrees to make results of and evidence from examination available to law enforcement personnel and district attorney's office at any time subsequent to the date of examination upon request.
7. Contracted rates will be subject to annual review. New rates will be effective July 1<sup>st</sup> of every year the agreement is in effect. Factors considered in this rate review will include,

but are not limited to, prevailing nurse contractor rates, medical supplies, and building lease rates. You will receive notice at least thirty days prior to the new rate taking effect.

#### **Indemnity for Professional Liability**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

#### **Indemnity for Other Than Professional Liability**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

#### **Insurance Requirements**

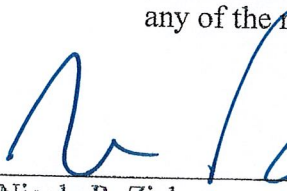
Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and, in a form, satisfactory to the City.

- **General Liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Automobile Liability.** If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- **Professional Liability (Errors & Omissions).** Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain




continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

- Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Cities prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- Specifications not Limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

  
Nicole R. Zieba  
Reedley City Manager

Date: 9/6/18

  
Dr. Margie Jessen DNP, FNP  
Owner/Director  
Forensic Nurse Specialists of Central  
California, Inc.

Date: 9/6/2018



## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

**DATE:** June 26, 2018

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY AN AGREEMENT WITH FORENSIC NURSE SPECIALISTS FOR SEXUAL ASSAULT FORENSIC EVIDENCE EXAMINATIONS.

**SUBMITTED:** Jose L. Garza, Chief of Police 

**APPROVED:** Nicole R. Zieba, City Manager 

### **RECOMMENDATION**

That the City Council approve and authorize the City Manager to sign on behalf of the City of Reedley an agreement with Forensic Nurse Specialists for sexual assault forensic evidence examinations.

### **BACKGROUND**

The Reedley Police Department has been assisting the victims of sexual assault, domestic violence and child abuse by referring those victims and families to Forensic Nurse Specialists for evidence collection. In 2017, the Reedley Police Department investigated 30 sexual assault cases and 57 felony Domestic Violence incidents. Not all the sexual assault or domestic violence cases required forensic examinations, however on average 5 cases require forensic examinations for evidence per year.

The ability to partner with Forensic Nurse Specialists has greatly improved the lives of crime victims by providing a caring environment and qualified Nurses who follow strict evidence collection guidelines. The partnership established by the Forensic Nurse Specialists and the Reedley Police Department has provided an opportunity for the Reedley Police Department Victim Services Officer to provide a safe space for victims to ensure assistance is provided, evidence is collected and successful prosecution of suspects.

### **FISCAL IMPACT**

In FY 2017-2018 the Reedley Police Department used Forensic Nurse Specialists on four (4) separate occasions with a total cost of \$3,300 for all four examinations.

The anticipated costs have been assumed in the FY 2018-2019 proposed budget.

### **ATTACHMENTS**

1. Agreement between the City of Reedley and the Forensic Nurse Specialists.