

MEMORANDUM OF UNDERSTANDING

WHEREAS, The Family Healing Center and the Reedley Police Department have come together to collaborate and create a partnership to assist victims of Sexual Assault, Child Abuse and Domestic Violence, and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the partnership; and

WHEREAS, the MOU prepared and approved by the partners may be used to be submitted at any time during the life of the agreement as part of an RFP for grant funding, and

WHEREAS, this MOU is in effect from *April 1, 2019 through March 31, 2020*, or until the end of the current Cal OES Grant cycle should it be extended.

I) Description of Partner Agencies

The Family Healing Center has been assisting victims of domestic violence and sexual assault since 2011. The agency uses a multidisciplinary team approach by combining law enforcement, district attorney's office, forensic interviewers, therapy and counseling, forensic nursing through a separate contract or MOU with Forensic Nurse Specialist of Central California, Inc. (herein after referred to as FNSCC), and advocacy all in one abuse center.

The Reedley Police Department is responsible for ensuring the safety of the individuals in their cities. The agencies provide routine law enforcement duties such as being proactive in deterring crime and proactive in investigations, follow-ups, and arrest.

II) History of Relationship

The Reedley Police Department has been assisting the victims of domestic violence and sexual assault by referring individuals and families to the Family Healing Center. The Reedley Police Department Sexual Assault Unit routinely utilizes the services primarily for Forensic Interviews of victims and witnesses and referring victims and their families for therapeutic counseling services. Forensic Sexual Assault Examinations conducted by FNSCC via a separate MOU or contract. Consequently, their relationship has helped the victims by providing needed services.

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

The Family Healing Center will work collaboratively with the Reedley Police Department to assist victims of domestic violence and sexual assault. The Family Healing Center will work with men, women and children who are survivors of sexual and physical abuse through a multidisciplinary team approach. The agency will be utilized combining law enforcement, district attorney's office, forensic interviewers, therapy and counseling services, forensic nursing through FNSCC, and advocacy all in one center. The goal is to optimize outcomes for the victims by providing all assessments and treatment services in one supportive environment.

The Reedley Police Department will work on investigation, follow-up interviews, and arrest of the perpetrators. They are the first line of contact in the chain of support services that the victim(s) will receive. The Reedley Police Department will be responsible for referring victims to the Family Healing Center for services; these services will include but are not limited to;

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- Forensic Interviews-offered on call for all needed interviews including emergency, after hours and weekends. Children and adults that have been victims of sexual assault and domestic violence and those who have witnessed any form of a violent crime, the Deaf and Hard of Hearing community, and developmentally delayed. A Spanish speaking interpreter is also available as needed. ***Cost for these services is paid for through a grant from CalOES from April 1, 2019 through March 31, 2020 and any grant extension or subsequent grant for the same services.***
- If victims or victim's family members require counseling or therapeutic intervention (individual, group or family) services will be provided on site by expert Family Healing Center staff. Referrals for legal assistance or court accompaniment will be provided to victims of domestic violence, dating violence, sexual assault, human trafficking and stalking with no restriction on age. ***These services also paid for through a grant from CalOES or funding through the VOCA from April 1, 2019 through March 31, 2020.***
- If victims require a Forensic Medical Evidentiary Exam one can be provided on site 24/7 by Forensic Nurse Specialist of Central California, Inc. (FNSCC). ***This service requires a separate contract or MOU with FNSCC and will be conducted at the discretion of the Law Enforcement agency.***

IV) Timeline

The roles and responsibilities described above under this Memorandum of Understanding will commence on the date the MOU is signed and continue until March 31, 2020.

V) Direct Services for Law Enforcement

- 1) MDIC Interviews
- 2) Forensic Medical Evidentiary Exam 24/7 (via separate MOU or contract)
- 3) Prevention Training and Education Annually (As Needed/Per Request)
- 4) Expert Court Testimony
- 5) Law Enforcement Consultation
- 6) Crisis Response and Intervention
- 7) Debriefing and Expert Consultation
- 8) Therapy or Counseling

VI) Additional Victim Services at No Cost to Agency or Victim

- a) Mandated Reported (Law Enforcement, CPS, Staff)
- b) MDIC training (Law Enforcement, CPS, Staff)

VII) Commitment to Partnership

- 1) The Partnership service area includes the incorporated areas of the City of Reedley.

- 2) The partners agree to collaborate and provide service/assistance as described in the MOU to victims of domestic violence, child abuse and sexual assault.
- 3) Compensation under this MOU is defined in section III. All MDIC's are paid for by a grant from CalOES from April 1, 2019 through March 31, 2020. In the event the grant is extended this MOU will be extended for the life of the grant. If a subsequent grant or different grant is acquired a new MOU will be required with the new or different grant information. This is subject to change based on any subsequent RFP's, grant funding opportunities or contracts. Changes to this effect will be appropriately considered and ratified through agency council and or boards.

VIII) Severability

The provisions of the MOU are severable with 30 day notice of either party. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

IX) Entire MOU

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties as to the subject matter hereof. Any modifications or amendments to this MOU must be in writing, and signed by authorized agent of each party within 30 days of said modification or amendment.

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.

- a. Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

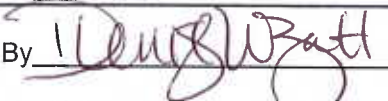
i. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

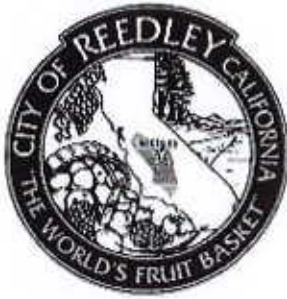
j. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

k. 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.

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IN WITNESS THEREOF, the parties have caused their authorization agents to execute this MOU:

SIGNATURES	
By <u></u> Chief Executive Director, Family Healing Center Date <u>4/9/2019</u>	By <u></u> City Manager or Designee, <u>Nicole Zieba</u> Date <u>3/28/19</u>



REEDLEY CITY COUNCIL

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

ITEM NO: 2

DATE: March 26, 2019

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY A MEMORANDUM OF UNDERSTANDING WITH THE FAMILY HEALING CENTER FOR FORENSIC INTERVIEWS OF VICTIMS OF SEXUAL ASSAULT AND DOMESTIC VIOLENCE.

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 a Memorandum of Understanding (MOU) with the Family Healing Center for forensic interviews of victims of sexual assault and domestic violence.

BACKGROUND

The Reedley Police Department has been assisting the victims of domestic violence and sexual assault by referring those victims and families to the Family Healing Center. In 2018, the Reedley Police Department investigated 39 sexual assault cases and 78 felony Domestic Violence incidents. Not all the sexual assault cases required forensic interviews, however on average 10 cases require forensic interviews per year.

During a forensic interview the Victim, and at times a witness, is interviewed once using a multi-disciplinary team approach. This team approach allows a combination of law enforcement, district attorney's office, forensic interviewers to interview the victim and allow for only one (1) interview reducing the chances of re-victimizing. The Family Healing Center as a Multi-Disciplinary Interview Center (MDIC), provides a unique location for interviews, therapy, counseling and forensic nurses in one location.

The ability to partner with Family Healing Center has greatly improved the lives of crime victims by providing a caring environment. The partnership established by the Family Healing Center 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

The Family Healing Center applied and was granted a Cal OES grant which will pay for all forensic interviews, thus saving the City of Reedley approximately \$2,000 per year.

However, the Family Healing Center is asking each member agency to contribute \$1,000 in FY 2019/2020 to assist in the upgrade of equipment utilized to collect and record evidence that will assist in prosecutions.

\$1,000 cost will be assumed in the FY2019/2020 budget.

ATTACHMENTS

1. Memorandum of Understanding between the City of Reedley and the Family Healing Center.