

## MEMORANDUM OF UNDERSTANDING

Between the **CITY OF REEDLEY** and **WEST COAST MENNONITE CENTRAL COMMITTEE, INC.**, a California non-profit organization

This Agreement is made this 1 day of July, 2017, between City of Reedley (CITY) West Coast Mennonite Central Committee, Inc (MCC).

The parties agree to the following:

**1. MCC agrees to:**

- a) Share facilities to provide a safe environment for victims and support for providers, with primary use for the Reedley Police Department and MCC partnership, and the Victims Service Collaborative (VSC) partners which includes reception area, kitchen area, one large conference room, 2 small conference and one dedicated community counseling room for:
- Counseling/support groups: Marjaree Mason Safe Groups, Rape Counseling Services, FPU On-Site Counseling, Centro La Familia, Fresno County Nurse Practitioner, Immigration, etc.
  - RPBI Mediation: victim and offender separate meetings, mediations, follow-up meetings, etc.
  - Training: mediators, immigration services, trauma resiliency, rape counseling, domestic violence, drug prevention, etc.

Provide Reedley Police Department a dedicated secured space that includes three (3) workspaces and small conference area with separate key entries with spare key for MCC.

MCC agrees to provide:

- Copier and fax access
  - One (1) Victims Service phone line, 559.638.7777
- b) Share personnel to provide a safe environment for victims and support for providers, with primary use for the Reedley Police Department and MCC partnership, and the Victims Service Collaborative (VSC) partners:
- Office Coordinator, 8:30a – 4:30 Monday - Friday
    - i. Intake
    - ii. Scheduling
    - iii. Referrals
    - iv. Reporting
  - Immigration Services Case Worker
  - RPBI Restorative Justice Coordinator
  - Program Administrator
  - West Coast MCC Executive Director
- c) Share services to provide a safe environment for victims and support for providers, with primary use for the Reedley Police Department and MCC partnership, and the Victims Service Collaborative (VSC) partners:
- CA Health Collaborative, Central CA Regional Obesity, Prevention Program, Celebrate Recovery, Central Valley Suicide Prevention Hotline, Centro La Familia, Community Youth Ministries, Fresno County Probation Crime Victims Assistance, Fresno Department of Health, Kings Canyon Unified School District (Social Workers Administrators, Behavioral Management), City of Reedley, Kings View, Life Arrow, Marjaree Mason Center, Mennonite Health Services,

Fresno Pacific University On-Site Counseling Program, Rape Counseling Service, Reedley Police Department, Turning Point, United Health Centers.

**2. CITY agrees to:**

- a) Pay to MCC \$10,000 in four (4) equal quarterly installments for shared office space and shared services
- b) Provide equipment, desks and other equipment necessary for dedicated secure workspace
- c) Share dedicated secure facility with City and VSC partners at RPD discretion
- d) Conduct planning and participate in community training and services

**3. Both CITY and MCC agree to the following provisions regarding shared space:**

- a) To provide a safe environment for victims and support for providers, with primary use for the Reedley Police Department, MCC and the Victims Service Collaborative (VSC) partners.
  - b) City and MCC Personnel commit to:
    - Monthly meetings: RPD Community Service Officer, RPBI Restorative Justice Coordinator, MCC Immigration Case Worker, MCC Immigration Legal Advisor, MCC Office Coordinator, MCC Program Administrator, MCC HR Coordinator, RPD personnel
    - Regular reporting on:
      - i. Number of victim services hotline calls 520
      - ii. Number of VSU referrals 480
      - iii. Number of agencies attending Victim Service Collaborative meetings 20
      - iv. Number of agencies using WCMCC facilities for victims service purposes 5
      - v. Number of people provided with victims services in the MCC office 500
      - vi. Number of victim advocacy accompaniments: court, DA, hospital & clinic 200
- B. Share services to provide a safe environment for victims and support for providers, with primary use for the Reedley Police Department and MCC partnership, and the Victims Service Collaborative (VSC) partners:
- CA Health Collaborative, Central CA Regional Obesity, Prevention Program, Celebrate Recovery, Central Valley Suicide Prevention Hotline, Centro La Familia, Community Youth Ministries, Fresno County Probation Crime Victims Assistance, Fresno Department of Health, Kings Canyon Unified School District (Social Workers Administrators, Behavioral Management), City of Reedley, Kings View, Life Arrow, Marjaree Mason Center, Mennonite Health Services, Fresno Pacific University On-Site Counseling Program, Rape Counseling Service, Reedley Police Department, Turning Point, MCC Immigration Services United Health Centers.
4. **Payment.** CITY shall pay MCC \$10,000 in four (4) equal quarterly installments for shared office space and shared services, in satisfaction of monthly payments identified in section 2 of this Agreement.
5. **Effectiveness, Duration and Termination.** This Agreement shall be effective as of the date first written above, and shall remain in effect through June 30, 2018.

Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than two months (60 days) prior written notice to the other party. Termination shall be effective (the "Effective Date of Termination") as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of termination of this Agreement, MCC agrees to reimburse CITY a pro-rated share of the lump sum monthly payments paid under section 4 of this Agreement.

6. **Indemnification.** MCC shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the MCC, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the MCC or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

CITY shall indemnify, hold harmless and defend the MCC and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, the MCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

The MCC agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California.

In the event of concurrent negligence on the part of the MCC or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

7. **Insurance.** MCC shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by MCC, its agents, representatives or employees. Coverage shall be at least as broad as:
- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if MCC has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
  - **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$100,000** per accident for bodily injury or disease. **(Not required if MCC provides written verification it has no employees)**

If MCC maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by MCC.

## **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Primary Coverage***

For any claims related to this contract, **MCC's insurance coverage shall be primary** insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the MCC's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

***Waiver of Subrogation***

MCC hereby grants to CITY a waiver of any right to subrogation which any insurer of said MCC may acquire against the CITY by virtue of the payment of any loss under such insurance. MCC agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require MCC to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***


MCC shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before services under this agreement commence. However, failure to obtain the required documents prior to the services beginning shall not waive MCC's obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Confidentiality.** In the course of providing the services, MCC may be required to access information that is confidential to CITY or personal information about constituents, employees and/or contractors. MCC will keep all such information confidential and will collect, use and disclose such information only on a need-to-know basis in a manner consistent with the provision of the services and/or products. Without limiting the generality of what precedes, MCC specifically agrees to:
- a) Protect and safeguard all confidential/personal information in a manner that meets or exceeds normal business standards.
  - b) Collect, use and disclose confidential/personal information only for the identified purposes as specified by CITY from time to time.
  - c) Acknowledge that confidential/personal information supplied by CITY shall remain the exclusive property of CITY.
  - d) Undertake not to copy, disclose, convey or transfer any confidential/personal information to a third party without the prior written consent of CITY.

e) Indemnify and hold harmless CITY and/or any of its employees from losses resulting from MCC's breach of these provisions.

9. **Non-Disparagement.** MCC agrees not to make any disparaging statements to any person or entity about CITY, its officers, directors, employees or programs. A disparaging statement is any communication which could reasonably be expected to cause the recipient of the communication to substantially question the business condition, integrity, competence, fairness, or good character of the person or entity. This Section shall survive the termination of the Agreement.

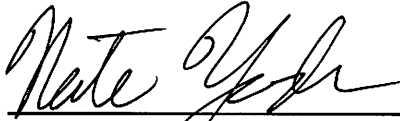
10. **Entire Agreement.** The provisions of this Agreement constitute the entire and only agreement between the parties concerning the subject matter described herein, and bind the parties, their successors and assigns. This Agreement can only be changed by approval in writing by all parties.



Nicole Zieba, City Manager  
City of Reedley

Date

6/12/17



Nate Yoder, Director  
West Coast Mennonite Central Committee, Inc.

Date

5/10/17