

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REEDLEY AND WEST COAST MENNONITE CENTRAL COMMITTEE, INC.**

This Agreement is made this 15th day of November, 2012 is by and between City of Reedley (CITY) West Coast Mennonite Central Committee, Inc (MCC).

The parties agree to the following:

1. MCC agrees to:

- a) Provide primary Victims Service office space for three (3) workspaces and small conference area with separate key entries with spare key for MCC
 - Provide five (5) keys for Lt, Sgt, Chief, & (2) Community Service Officers
 - Provide copier and fax access
 - Provide one (1) Victims Service phone line, 559.638.7777
- b) Shared services in Office Administration and Education & Advocacy
- c) Hold general office hours from 9am-5pm, Monday - Friday
- d) Share facility use for volunteer training, mediation, domestic violence support groups, and other Victims Service partners
- e) Conduct planning and participate in community training and services

2. CITY agrees to:

- a) Provide equipment, desks and other equipment necessary for workspace
- b) Pay to MCC \$750 monthly for shared office space
- c) Pay to MCC \$500 monthly for shared services in Office Administration and Education & Advocacy
- d) Share facility use for volunteer training, mediation, domestic violence support groups, and other Victims Service partners
- e) Conduct planning and participate in community training and services

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

- a) In and out boxes for all connected to the larger office space
- b) Conference rooms open to scheduling on a shared calendar
- c) Quilt room for PD use as arranged

4. Payment. CITY shall pay MCC \$15,000 in lump sum within 30 days of this Agreement for July 1, 2012 through June 30, 2013, 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, 2013.

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:

Additional Insured Status

~~The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the MCC; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the MCC including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the MCC's insurance~~

~~(at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).~~

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.

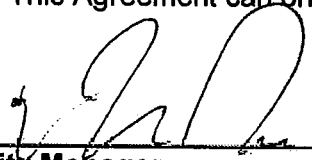
Verification of Coverage

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.

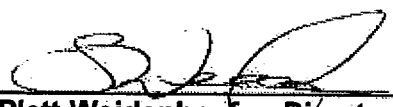
8. **Confidentiality.** In the course of providing the services, MCC may be required to access information that is confidential to CITY or personal information about constituents, employees and/or contractors. MCC will keep all such information confidential and will collect, use and disclose such information 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.

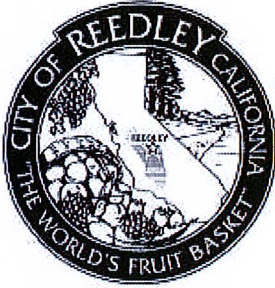
10. **Entire Agreement.** The provisions of this Agreement constitute the entire and only agreement between the parties concerning the subject matter described herein, and bind the parties, their successors and assigns. This Agreement can only be changed by approval in writing by all parties.



Nicole Zieba, City Manager
City of Reedley
Date 11/14/12 *Was amended 1/8/13*



Sheri Plett-Weidenhoefer, Director
West Coast Mennonite Central Committee, Inc.
Date 1/10/13



REEDLEY CITY COUNCIL

- Consent
 Regular Item
 Workshop
 Closed Session
 Public Hearing

ITEM NO: 4

DATE: November 13, 2012

TITLE: AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF REEDLEY FOR THE SHARED SPACE AND RESOURCES PROVIDED BY THE WEST COAST MENNONITE CENTRAL COMMITTEE FOR THE 2012-2013 FISCAL YEAR.

SUBMITTED: Jose L. Garza
Chief of Police

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

That the City Council authorize City Manager, on behalf the City of Reedley, to enter into a Memorandum of Understanding with the West Coast Mennonite Central Committee ("WCMCC") for the shared space and resources for the 2012-2013 Fiscal Year.

BACKGROUND

With prior approval from the Measure G Committee, the City of Reedley has entered an agreement with WCMCC that allows for the City of Reedley Police Department to have an office space for the Victim Services Officer to utilize in their office, relieving some of the pressure on an already overcrowded police department. Also, this partnership is beneficial in the sharing of resources between WCMCC and the Victim Services Officer.

FISCAL IMPACT

The City of Reedley will pay the WCMCC \$15,000 out of Measure G funds for the 2012-2013 fiscal year; an amount reduced by \$12,000 compared to the previous years. This amount was approved in the 2012-13 budget.

ATTACHMENTS

1. Memorandum of Understanding

Motion: _____

Second: _____