

MEMORANDUM OF UNDERSTANDING

Between the **City of Reedley (CITY)**, the **Kings Canyon Unified School District (KCUSD)**, and the **West Coast Mennonite Central Committee, Inc. (Consultant)**, a California non-profit corporation, for Reedley Peace Building Restorative Justice

The parties agree to the following:

1. Description of services/products to be provided by Consultant to CITY and KCUSD:

- a) As of July 1, 2016, and continuing through June 30, 2017, Consultant will provide services to KCUSD to coordinate and direct Reedley Peace Building Initiative ('RPBI') Restorative Justice practices, with primary focus on Reedley High School (RHS), and secondary focus on elementary and middle schools.
- b) As of July 1, 2016, and continuing through June 30, 2017, Consultant will work closely with the Reedley Police Department to maintain consistency and assure sustainability in RPBI Restorative Justice juvenile cases in schools. Specifically, Consultant will direct the RPBI Restorative Justice Program at Reedley High School with accountability to the Reedley Police Department; work collaboratively with KCUSD staff and partner agencies (i.e. CYM); coordinate the recruitment, training and assignment of community volunteer mediators for all KCUSD schools; determine eligibility of cases for RPBI; ensure assignment of mediators and completion of cases; provide up to date follow-up and reporting.

2. Schedule of performance reports/work-in-progress to be submitted by Consultant to CITY and KCUSD:

Consultant will be available for in person meetings and submit written reports or updates weekly as requested to CITY and KCUSD. Primary reporting will be with the Reedley Police Department RPBI leadership. Consultant will submit invoices for services to CITY bi-weekly.

3. Performance standards:

Consultant agrees to use their best efforts to accomplish the goals described above, advance the mission RPBI Restorative Justice initiatives in KCUSD, and uphold their values.

4. Budget

a) Costs to be paid by CITY (e.g., transportation, per diem expenses, etc):

CITY will reimburse Consultant out of pocket costs. Consultant will not incur a single expense in excess of \$50 without prior CITY approval. At their sole discretion, CITY shall cover costs for services under this MOU that exceed \$29,000, including increased use and/or compensation to the Consultant, utilizing a grant/donation received from the Fresno Regional Foundation. KCUSD may also elect to pay for additional services within

the scope and term of this Agreement provided all parties agree in writing prior to commencing said additional services.

b) Amount KCUSD will pay for services provided; \$29,000:

\$5,960 to CITY for RPBI Program Expenses

\$23,040 to CITY for contracted monthly services with John Swenning

- Estimated of 30 hours weekly or 120 hours monthly (\$1,500 bi-weekly)

c) Schedule of payments:

\$29,000 to CITY paid by KCUSD by November 15, 2015

\$1,500 to Consultant paid by CITY bi-weekly upon receipt of invoice for services, subject to CITY approval of costs exceeding \$40,000 under this agreement.

d) Payment Arrangements:

The CITY, KCUSD, and MCC agree to allow CITY to pay John Swenning, an individual, directly for services rendered under the Agreement instead of to MCC. MCC agrees that this payment arrangement does not change its obligations to indemnify the parties and provide evidence of insurance as required in the Agreement; specifically that MCC acknowledges that their: 1) commercial liability, 2) auto liability, 3) worker's compensation, and 4) Educators Legal Liability (or equivalent professional liability) insurance covers John Swenning's services performed under this Agreement. This payment arrangement in no way implies that John Swenning is an employee of the City of Reedley or Kings Canyon Unified School District.

5. Equipment to be provided by KCUSD or CITY: None
6. Except for the equipment described in the preceding paragraph, the Consultant is solely responsible to provide, maintain, insure and replace all personal effects and equipment related to the performance of this Agreement. The CITY agrees to pay MCC up to 50% of telephone and wireless computer access costs used by Consultant in accordance with workload performed under this agreement. An invoice will be provided by MCC bi-annually to be paid by the CITY.
7. A primary email account will be provided for the Consultant as part of this Agreement.
8. Consultant will provide the services and/or products required by this Agreement as an independent contractor and not as an employee. Consultant is not on account of this Agreement entitled to any medical, health, disability, life or property insurance or coverage maintained or provided by KCUSD or CITY. Prior to commencement of services required by this Agreement, Consultant will confirm that they have medical insurance coverage for the duration of this Agreement.
9. In the event of injury or damage to persons or property resulting in whole or in part from the joint activities or joint omissions of KCUSD, CITY and Consultant, liability between KCUSD, CITY and Consultant will be apportioned according to the respective degrees of fault. In the

event the respective degrees of fault have not been determined by a court of law in an action commenced by a person or entity not a party to this Agreement, the respective degrees of fault will be determined in accordance with Paragraph 9 of this Agreement.

10. Consultant 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 work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

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 Consultant 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 **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*
- **Educators Legal Liability (ELL) or Equivalent:** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

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 Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant'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, the **Consultant'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 Consultant'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

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 the Consultant 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.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least one (1) year after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **one (1) year** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity 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 work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

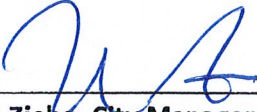
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances


Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. All writings, photographs, transparencies, products and materials delivered by Consultant to KCUSD or CITY in fulfillment of this Agreement will be the sole property of KCUSD and CITY.
12. In the course of providing the services and/or products, Consultant may be required to access information that is confidential to KCUSD or CITY or personal information about constituents, employees and/or contractors. Consultant 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, Consultant 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 KCUSD or CITY from time to time.
 - c) Acknowledge that confidential/personal information supplied by the KCUSD and CITY shall remain the exclusive property of KCUSD and CITY.
 - d) Undertake not to copy, disclose, convey or transfer any confidential/personal information to a third party without the prior written consent of KCUSD or CITY.
 - e) Indemnify and hold harmless KCUSD and CITY and/or any of its employees from losses resulting from Consultant's breach of these provisions.
13. Any dispute or question which arises in connection with the interpretation, performance, implementation or breach of this Agreement will be submitted to mediation using a mediator selected by the *parties* from a list of names provided by either or all parties.
14. Non-Disparagement. The Consultant agrees not to make any disparaging statements to any person or entity about KCUSD or 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.


15. 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 **Date** 7/1/16
City of Reedley



Juan Garza, Superintendent **Date** 7-7-16
Kings Canyon Unified School District



Nathan Yoder, Director **Date** 6/15/16
Mennonite Central Committee U.S.,
a California non-profit corporation



Date 7/12/16