

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

This Memorandum of Understanding stands as evidence that the **City of Fresno Police Department** and the **Resiliency Center of Fresno** intend to work together toward the mutual goal of providing early intervention for families exposed to trauma in the City of Fresno. Both agencies believe that unidentified trauma to youth and families creates a pathway to at-risk behavior, depression, and physical and mental health issues. The program, as described herein, will further this goal. Additionally, the City of Fresno Police Department agrees to pilot an application system created by the Resiliency Center and make it available to Fresno Police personnel to offer services for families needing mental health interventions.

Each agency agrees to participate in the collaboration, as outlined herein:

The **City of Fresno Police Department** will closely coordinate the services listed below with the Resiliency Center through:

- Regularly scheduled meetings at least monthly between Fresno Police Department Support Division designee and the Resiliency Center, Rodney Lowery, Chief Executive Officer.

Roles and Responsibilities:

City of Fresno Police Department:

1. Will provide training to department personnel regarding the First Responder App for Children (FRAC)

Resiliency Center of Fresno:

1. Will have direct oversight of First Responder App for Children (FRAC) strategy development and implementation.
2. Will train and work with Fresno Police Department personnel that would benefit from the program.
3. Will provide training to staff group facilitators and other areas as needed.
4. Will provide Clinical Counseling for all referrals.
5. Will meet all insurance requirements outlined in Exhibit A.

Indemnification CITY shall indemnify, hold harmless and defend Resiliency Center of Fresno 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 Resiliency Center of Fresno, 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 CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Memorandum of Understanding; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

Resiliency Center of Fresno 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 CITY, Resiliency Center of Fresno 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 Resiliency Center of Fresno or any of its officers, officials, employees, agents or volunteers in the performance of this Memorandum of Understanding; provided nothing herein shall constitute a waiver by Resiliency Center of Fresno of governmental immunities including California Government Code section 810 et seq..

Resiliency Center agrees that this Memorandum of Understanding shall in no way act to

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

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 CITY or any of its officers, officials, employees, agents or volunteers, and Resiliency Center of Fresno 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 Memorandum of Understanding.

- This Memorandum of Understanding is entered into by both parties on March 30, 2023 and will be effective through March 30, 2024.

We the undersigned, as authorized representatives of City of Fresno Police Department and Resiliency Center of Fresno, do hereby approve this document.

Paco Balderrama, Chief of Police
City of Fresno Police Department

Date

Rodney Lowery, Chief Executive Officer
Resiliency Center

Date

***This Memorandum of Understanding is subject to ratification by council action upon award of grant**

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

Exhibit A

Insurance Requirements

(a) Throughout the life of this Memorandum of Understanding, RESILIENCY CENTER OF FRESNO shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Memorandum of Understanding or any extension, RESILIENCY CENTER OF FRESNO or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Memorandum of Understanding shall be discontinued immediately, and all payments due or that become due to RESILIENCY CENTER OF FRESNO shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Memorandum of Understanding. No action taken by CITY pursuant to this section shall in any way relieve RESILIENCY CENTER OF FRESNO of its responsibilities under this Memorandum of Understanding. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by RESILIENCY CENTER OF FRESNO shall not be deemed to release or diminish the liability of RESILIENCY CENTER OF FRESNO, including, without limitation, liability under the indemnity provisions of this Memorandum of Understanding. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by RESILIENCY CENTER OF FRESNO. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of RESILIENCY CENTER OF FRESNO, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Memorandum of

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

Understanding) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

RESILIENCY CENTER OF FRESNO, or any party the RESILIENCY CENTER OF FRESNO subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Memorandum of Understanding.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

5. **Professional Liability** (Abuse & Molestation):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event RESILIENCY CENTER OF FRESNO purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

RESILIENCY CENTER OF FRESNO shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and RESILIENCY CENTER OF FRESNO shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) RESILIENCY CENTER OF FRESNO shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. RESILIENCY CENTER OF FRESNO shall establish additional insured status for the City and for all operations by use of ISO Form CG 20 10 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

3. For any claims relating to this Memorandum of Understanding, RESILIENCY CENTER OF FRESNO'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of RESILIENCY CENTER OF FRESNO'S insurance and shall not contribute with it. RESILIENCY CENTER OF FRESNO shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: RESILIENCY CENTER OF FRESNO and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Abuse & Molestration) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Memorandum of Understanding or the commencement of work by RESILIENCY CENTER OF FRESNO.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Memorandum of Understanding work or termination of the Memorandum of Understanding, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Memorandum of Understanding or the commencement of work by RESILIENCY CENTER OF FRESNO, RESILIENCY CENTER OF FRESNO must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Memorandum of Understanding work or termination of the Memorandum of Understanding, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Memorandum of Understanding.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. RESILIENCY CENTER OF FRESNO is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or

MEMORANDUM OF UNDERSTANDING

Community-Based Organization

reduction in coverage or in limits, RESILIENCY CENTER OF FRESNO shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, RESILIENCY CENTER OF FRESNO shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by RESILIENCY CENTER OF FRESNO shall not be deemed to release or diminish the liability of RESILIENCY CENTER OF FRESNO, including, without limitation, liability under the indemnity provisions of this Memorandum of Understanding. The policy limits do not act as a limitation upon the amount of indemnification to be provided by RESILIENCY CENTER OF FRESNO. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of RESILIENCY CENTER OF FRESNO, its principals, officers, agents, employees, persons under the supervision of RESILIENCY CENTER OF FRESNO, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

RESILIENCY CENTER OF FRESNO shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Memorandum of Understanding and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, RESILIENCY CENTER OF FRESNO shall immediately furnish City with a complete copy of any insurance policy required under this Memorandum of Understanding, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Memorandum of Understanding.

SUBCONTRACTORS

If RESILIENCY CENTER OF FRESNO subcontracts any or all of the services to be performed under this Memorandum of Understanding, RESILIENCY CENTER OF FRESNO shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, RESILIENCY CENTER OF FRESNO will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.