



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: John Golden, Chief of Police

SUBJECT: Resolution Approving Agreement with Family Healing Center (JG)

RECOMMENDATION: Council by motion adopt resolution approving Memorandum of Understanding with Family Healing Center.

EXECUTIVE SUMMARY: The City of Kerman has been in agreement with Family Healing Center for 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. These victims and witnesses may require the expert assistance offered by Family Healing Center to aid the police in successful resolution to cases. The Family Healing Center provides expert court testimony, consultation, and training to the police department for a flat fee of \$1,000.00

DISCUSSION

The Police Department 2022-2023 Current Budget includes \$1,000.00 flat fee for services to Family Healing Center. The cost remains the same for the 2023-2024 budget.

FISCAL IMPACT:

The costs remains the same as currently budgeted.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23—__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING AGREEMENT BETWEEN THE CITY OF KERMAN
AND FAMILY HEALING CENTER**

WHEREAS, the annual agreement between the City of Kerman (City) and the Family Healing Center provides needed law enforcement investigative support; and

WHEREAS, the City would like to continue this annual agreement for forensic interviews, expert witness court testimony, and training services as described in the attached Exhibit 'A'.

NOW THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct.
2. The Council approves the 2023/2024 Agreement with Family Healing Center attached as Exhibit 'A' and authorizes the City Manager to sign the agreement on behalf of the City.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 22nd day of March 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF KERMAN AND THE FAMILY HEALING CENTER**

This Memorandum of Understanding (MOU) is entered by and between the City of Kerman and Family Healing Center hereinafter also referenced as "Party" or "Parties."

WHEREAS, the Family Healing Center and the Kerman 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 City and Family Healing Center 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 Parties may be used to be submitted at any time during the life of the agreement as part of an RFP for grant funding, and

NOW THEREFORE, the Parties agree as follows.

I) Description of Parties

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 Central Valley Forensic Nursing Specialists Inc. (herein after referred to as CVFNS), and advocacy all in one abuse center.

The Kerman Police Department is responsible for ensuring the safety of the individuals in their city. The agency provides routine law enforcement duties such as being proactive in deterring crime and proactive in investigations, follow-ups, and arrest.

II) History of Relationship

The Kerman Police Department has been assisting the victims of domestic violence and sexual assault by referring individuals and families to the Family Healing Center. The Kerman 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 CVFNS via a separate MOU or contract. Consequently, their relationship has helped the victims by providing needed services.

III) Roles and Responsibilities

- A. The Family Healing Center will work collaboratively with the Kerman 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 CVFNS, 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.

- B. The Kerman 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 Kerman Police Department will be responsible for referring victims to the Family Healing Center for services; these services will include but are not limited to:
1. Forensic Interviews are 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, 2023 through March 31, 2024 and any grant extension or subsequent grant for the same services.
 2. The grant does not reimburse for Expert Court Testimony, Law Enforcement Consultation, Prevention Training and Education, Mandated Reporter Training, or other Roll Call Training requested by Law Enforcement. These are all necessary in order to ensure consistency in the MDIC process and to continue Team efficiency and proper victim care. We also try to maintain our availability as a 24/7 operation, which requires maintaining a high level of protection and security for our staff, your victims and staff if they are required to need our services after hours. This is provided for a flat rate of **\$1,000** for the fiscal year 2023-2024 as indicated.
 3. 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, 2023 through March 31, 2024.
 4. If victims require a Forensic Medical Evidentiary Exam one can be provided on site 24/7 by Central Valley Forensic Nursing Specialists, Inc. (CVFNS). ***This service requires a separate contract or MOU with CVFNS and will be conducted at the discretion of the Kerman Police Department.***

IV) Term and Timeline

The roles and responsibilities described above under this MOU will commence on the date the MOU is signed and continue until March 31, 2024. Either Party may terminate this MOU with thirty (30) days' notice.

V) Commitment

- A. The service area includes the incorporated areas of the City of Kerman.
- B. The Parties agree to collaborate and provide service/assistance as described in the MOU to victims of domestic violence, child abuse and sexual assault.
- C. Compensation under this MOU is defined in section III. All MDIC's are paid for by a grant from CalOES from April 1, 2023 through March 31, 2024. This does not include the 20% match required for the grant. 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.

VI) Severability

The invalidity or unenforceability of any one provision in this MOU shall not affect any other provisions.

VII) Indemnity for Professional Liability

When the law establishes a professional standard of care for Family Healing Center's Services, to the fullest extent permitted by law, Family Healing Center 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 Family Healing Center, its officers, agents, employees, or Subconsultants (or any Agency or individual that Family Healing Center shall bear the legal liability thereof) in the performance of professional services under this Agreement.

VIII) Indemnity for Other Than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Family Healing Center 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 Family Healing Center or by any individual or Agency for which Family Healing Center is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Family Healing Center.

IX. Insurance Requirements

Without limiting Family Healing Center's indemnification of the City, and prior to commencement of Work, Family Healing Center 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. Family Healing Center shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Family Healing Center 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. Family Healing Center 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 Family Healing Center (or subconsultants) utilizes automobiles in the performance of services under this agreement, Family Healing Center 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 Family Healing Center 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). Family Healing Center 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 Family Healing Center 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. Family Healing Center 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). Family Healing Center acknowledges and agrees that any actual or alleged failure on the part of the City to inform Family Healing Center 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. Family Healing Center 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. Family Healing Center shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Family Healing Center's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

X) 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.

IN WITNESS THEREOF, the Parties have caused their authorized agents to execute this MOU:

SIGNATURES

Family Healing Center

City of Kerman

By _____
Chief Executive Director,

By _____
City Manager

Date _____

Date _____