

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF YAKIMA,
DISPUTE RESOLUTION CENTER OF YAKIMA AND KITTITAS COUNTIES, YAKIMA
COUNTY, AND OIC OF WASHINGTON**

WHEREAS, the City of Yakima (hereinafter "City") established and has been facilitating a community-wide group of stakeholders, service providers and interested residents of Yakima County to discuss, learn about, and network around combatting gang and gun violence in Yakima County, known as the "Village"; and

WHEREAS, the City has also established and facilitated a Steering Committee to oversee the Village as well as work on other projects that the Steering Committee finds to be relevant and of interest and/or need to the community to combat gang and gun violence; and

WHEREAS, the City received an Office of Juvenile Justice and Delinquency Prevention grant ("OJJDP Grant") to operate the Yakima Youth Leadership Program with ESD 105 and the Yakima School District, and the Village and Steering Committee structure were integral to receiving those grant funds; and

WHEREAS, maintaining the Village and Steering Committee structure, and continuing to engage with the service providers, community members and stakeholders surrounding this subject should bring additional resources into Yakima to fight gang and gun violence;

WHEREAS, the City and Dispute Resolution Center of Yakima and Kittitas Counties ("DRC") find that the tasks and actions described herein are better and more efficiently accomplished by a non-profit organization rather than the City of Yakima;

WHEREAS, the City, DRC, Yakima County (County), and OIC of Washington (OIC) find that the existing GRIT structure and community needs should be assessed for effectiveness and strategic planning purposes; and

WHEREAS, OIC of Washington (OIC) received a Washington State Department of Commerce's Office of Firearm Safety and Violence Prevention Grant (YVIP Grant) to support GRIT with coordination, evaluation and development of a Strategic Action Plan for future Youth Violence Intervention and Prevention programming.

These entities now, therefore, it is hereby agreed as follows:

A. Parties

This Memorandum of Understanding ("MOU") is entered into between the Dispute Resolution Center of Yakima and Kittitas Counties ("DRC"), the City of Yakima ("City"), Yakima (County), and OIC of Washington (OIC) for the purposes of facilitating, evaluating, planning and expanding a community-wide network of providers, stakeholders and community members to address gang and gun violence in Yakima County.

B. Term

The term of this MOU is from the date of signing through June 30, 2023. This MOU may be extended in one-year intervals through June 30, 2025, upon written annual requests and acceptance of both parties.

C. Scope of Work

DRC will facilitate and manage the Village and Steering Committee. The following is a general outline of the activities that are anticipated to be necessary. DRC will use an informed approach in determining the needs of the Village and Steering Committee and that this outline covers the basics of what is contemplated by this MOU based on the current activities of the Village and Steering Committee.

1. Facilitate Village meetings and communications - DRC
 - a. Email announcements
 - b. Set agenda
 - c. Find speakers
 - d. Create a written record of each Village meeting to be disseminated to Village members and facilitate networking
- Village meetings are currently held monthly. They are hosted at OIC of Washington, located at 815 Fruitvale Blvd., Yakima, WA 98902 in the Training Center and is provided at no charge. There is no requirement that they must meet at that facility, but a regular meeting is necessary.
2. Grants and Information sharing to the Village, and miscellaneous - DRC
 - a. Periodically send out grant information to the Village email list encouraging people to work together to create new programming or fund programming in Yakima.
 - b. Help facilitate requests for letters of support if non-profits or other entities decide to apply for grants through the Village email list.
 - c. Provide information on trainings, seminars or other events that might interest Village members and are relevant to addressing gang and/or gun violence.
 - d. Encourage Village members to create working groups focused on specific sub-areas, such as human trafficking (but not facilitate such meetings other than to provide contact information).
 - e. Facilitate information sharing and encourage collaboration.
 - f. Act as an information resource for stakeholders, service providers, and community members seeking information or opportunities to serve.
 - g. Enhance the online presence of the Village by utilizing the Gang Reduction Intervention Taskforce webpage <https://drcyakima.org/grit> to provide resources for youth and families coping with or combat gang and gun violence.
 - h. Work with the Yakima School District to set up services fair or tabling events for youth and their families once per year.
 - i. Work with other entities to provide outreach and information about programs at community events.

3. Steering Committee Facilitation - DRC

- a. Email meeting dates, info, agendas, documents
- b. Set agenda
- c. Provide updates on Village activities and the YVIP grant, and other relevant information. Seek suggestions/feedback on Village topics and ways to improve the Village experience
- d. Facilitate the strategic planning being done both at the Steering Committee and Village level in coordination with OIC of Washington.

Steering Committee meets for one hour each month. They have determined that their two main objectives are to provide oversight and guidance on the Village meetings and to create, update and execute a strategic plan to address gun and gang violence.

4. Government Relations – City and County

A County and City representative will be designated to assist with mobilizing the Steering Committee and encouraging attendance from the various government representatives and offices seated on the Steering Committee.

5. Evaluation and Strategic Plan Development – OIC

OIC will conduct an evaluation of the Village and Steering Committee. Some matters to evaluate include how to increase participation, the structure of the Village meetings and concept, and determine what motivates people to attend the meetings. OIC will use an informed approach to determine evaluation priorities, methods, and frequency of data collection to build the Strategic Plan.

6. Evaluate Village and Steering meetings and communications

- a. Email announcements – confirmation responses/ attendance records
- b. Pre-Post survey development, implementation and presentation
- c. Interview and/or Focus Group
- d. Exploration of the continuum of care model – resource utilization, referral systems, and Violence/Crime Tier Definitions and support agencies.

DRC, City, County, and OIC should work to foster a spirit of collaboration among stakeholders so that they can work together on projects in the community, to get grants and funding, and to provide more opportunities for youth and families to reduce the gang and gun violence in Yakima County. In doing this, DRC, City, County, and OIC should use its skills, knowledge and resources to create the best way for the Village and Steering Committee to fulfill their goals and objectives.

D. Compensation and Billing Procedure

OIC shall pay DRC Seventy-Five Dollars (\$75.00) per hour, up to a total of Three Thousand Dollars (\$3,000.00) per month with an expectation that DRC will devote the amount of time necessary per month to fulfill the scope of work outlined above. Compensation is on a reimbursement basis. DRC shall provide a monthly bill with an accompanying report that outlines the meetings held, general topics discussed, and other activities undertaken under this MOU and time spent for each activity. Additionally, DRC will provide a quarterly written report to be provided to OIC of Washington. Invoices and billings shall be mailed to the OIC of Washington, c/o Gabriela Montes De Oca , 815 Fruitvale Blvd., Yakima, WA 98902. A sample invoice is attached specifying the format required for billing and is due by the 10th of each month

E. Independent Contractor

DRC, OIC, County and the City understand and expressly agree that DRC is an independent contractor in the performance of each and every part of this MOU. DRC expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this MOU is consistent with and meets the six part independent contractor test set forth in RCW 51.08.195. DRC, as an independent contractor, assumes the entire responsibility for carrying out and completing the work and/or services required under this MOU. DRC shall be responsible for ensuring that all employees, agents and subcontractors are licensed and authorized to operate the equipment necessary to perform this MOU, with all required fees and permits paid and in good standing, in accordance with law. DRC and its employees shall make no claim of OIC, County or City employment nor shall claim against the OIC, County, or City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between DRC or any DRC officer, employee or agent, and OIC, County and the City.

F. Communication

DRC, OIC, County and the City will be in regular communication regarding the Village and Steering Committee work to collaborate on public relations, media, marketing, Council requests, Commissioner requests, community requests and the general obligations of each party under this MOU. DRC, OIC, County, and the City will assign a specific liaison who will be the contact person for this MOU. It is expected that DRC, OIC, County and the City will work together where appropriate to facilitate and evaluate the goals of the Village and Steering Committee activities.

DRC shall provide, upon request, any information the City and/or OIC requests that will aid the in reporting requirements or presentations related to the 2022 Washington State Department of Commerce Office of Firearm Safety and Violence Prevention Grant (YVIP Grant) to support GRIT in meeting coordination, evaluation and development of a Strategic Action Plan for future Youth Violence Intervention and Prevention programming and development of a Strategic Action Plan for future Youth Violence Intervention and Prevention programming and for future Youth Violence Intervention and Prevention programming. Further, DRC and OIC shall provide, upon request, any documents, forms, evaluations, or information that the City and County believes would aid in any other grant opportunity for any other gang-prevention/intervention program or project for which the City and County are seeking grant funding.

G. Indemnification and Hold Harmless

DRC agrees to protect, defend, indemnify, and hold harmless, OIC, the City and the County, their elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, administrative and other proceedings and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including attorneys' fees and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent caused by, arising out of, or relating to any act, and/or omission (whether intentional, willful, reckless, negligent, inadvertent or otherwise) resulting from, arising out of, or related to DRC's, its officers, employees, agents, volunteers and/or subcontractors, actions services, work or materials pursuant to this MOU.

DRC specifically and expressly waives its immunity under industrial insurance, Title 51 RCW, or immunity under any other provision of law to the extent of the obligations assumed by the parties protected hereunder. DRC, OIC, the City and the County, acknowledge and agree that this waiver was mutually negotiated.

All services rendered or performed under this MOU will be performed or rendered entirely at DRC's own risk and DRC expressly agrees to defend, indemnify and hold harmless OIC, the City and the County, all of its officers, agents, employees and elected officials from any and all liability, loss, fines, penalties or damages, including reasonable cost of defense, they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the OIC, the City and the County, which result from, arise out of, or are in any way connected to the services to be performed by DRC under this MOU.

Nothing contained herein shall be construed to create a liability or a right of indemnification in any third party.

H. Insurance

1. Commercial Liability Insurance. At all times during the term of this MOU DRC shall secure and maintain in effect, and provide OIC, the City, the County with a certificate of insurance as proof of, commercial liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The policy shall name OIC, the City, and the County and its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

2. Commercial Automobile Liability Insurance. At all times during the term of this MOU DRC shall secure and maintain in effect, and provide OIC, the City, and the County with a certificate of insurance as proof of, commercial automobile liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and include, but not be limited to, owned, non-owned and hired vehicles, and be shown on the certificate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The policy shall name OIC, the City, and the County its elected and appointed officials, officers, agents, employees and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

3. Professional Liability Insurance. DRC shall provide evidence of Professional Liability insurance covering professional errors and omissions. DRC shall provide OIC, the City, and the County with a certificate of insurance as proof of professional liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company

or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

4. OIC, the City and the County Do Not Provide Insurance. It is understood that OIC, the City and the County do not maintain any form of insurance for DRC, its officers, employees, agents, instructors, volunteers, agents, and/or subcontractors.

5. Insurance Provided by Subcontractors. DRC shall insure that all subcontractors it utilizes for work and/or services related to this MOU shall comply with all of the above insurance requirements.

6. Workers' Compensation. DRC agrees to pay all premiums provided for by the Workman's Compensation Act of the State of Washington. Evidence of DRC's workers' compensation coverage will be furnished to the OIC, the City and the County. DRC holds OIC, the City and the County harmless for any injury or death to DRC's employees while performing the work under this MOU. DRC agrees to assume full liability for all claims arising from this MOU including claims resulting from negligent acts of all subcontractor(s). DRC is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit DRC's liability or responsibility.

I. Modification

This MOU shall only be modified upon agreement by all parties in writing.

J. Termination

Any party may terminate this MOU on thirty (30) days' prior written notice for any reason, whether or not there is a breach or default, with or without cause. Upon receipt of a notice of termination, DRC shall, except as otherwise directed by OIC, immediately stop performance of the services to the extent specified in the notice. If DRC is providing notice of termination, the notice shall be accompanied by an effective date of termination and DRC shall continue working under the terms of the MOU and the scope of work herein until the final date of this MOU, unless otherwise agreed to by the parties. This MOU may also be terminated in whole or in part by mutual agreement of the parties.

K. Records

DRC shall maintain (in accordance with generally accepted accounting practices) books, accounts, records, documents and other materials related directly or indirectly to the work done under this MOU. All such books, accounts, records, documents, and other materials shall be subject to inspection and audit at reasonable times by representatives of OIC, the City and the County. DRC shall make such books, accounts, records, documents and other materials available and afford the proper facilities for such inspection and/or audit within forty-eight (48) hours of inspection/audit notification from OIC, the City and the County. Such books, accounts, records, documents and other materials may be copied by representatives of OIC, the City and the County as part of such inspection/audit. However, the making of (or failure or delay in making) such inspection or approval shall not relieve DRC of responsibility for performance of this MOU, notwithstanding OIC's, the City's and the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. DRC shall preserve and make available all such books, accounts, records, documents and other materials for a period of at least six (6) years after termination of this MOU.

DRC shall promptly furnish OIC, the City and the County with such information related to services and/or work performed pursuant to this MOU as may be requested. Until the expiration of six (6) years after termination of this MOU, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, DRC shall provide OIC, the City and the County access to (and the OIC, the City and the County shall have the right to examine, audit and copy) all of DRC's books, documents, papers and records which are related to the services and work performed under this MOU.

The City and County are required by law to comply with the Washington State Public Records Act (PRA), Chapter 42.56 RCW. All records relating to DRC's services under this MOU must be made available to the City or County, and also produced to third parties, if required, pursuant to the PRA or by law. All determinations of records subject to release under the PRA, or otherwise required by law, shall be at the sole discretion of the City and County. This MOU and all public documents associated with this MOU shall be available to the City or County for inspection and copying by the public where required by the PRA or other law, to the extent that public records in the custody of DRC are needed for the City and County to respond to a request under the PRA, as determined by the City and County. If DRC considers any portion of any records provided to the City and County under this MOU, whether in electronic or hard copy form, to be protected from disclosure under law, DRC shall clearly identify any specific information that it claims to be confidential or proprietary. If the City or County receives a request under the PRA to inspect or copy the information so identified, and determines that the release of the information is required or otherwise appropriate, the City and/or County's sole obligation shall be to notify DRC of the request and the date such information will be released to the requestor unless DRC obtains a court order to enjoin the release, pursuant to RCW 42.56.450. If DRC fails to timely obtain a court order enjoining disclosure, the City and/or County will release the requested information on the date specified. The City and County have, and by this section assumes, no obligation on behalf of DRC to claim any exemption for disclosure under the PRA. The City and County shall not be liable to DRC for releasing records not clearly identified by DRC as confidential or proprietary. The City and County shall not be liable to DRC for any records that the City and County releases in compliance with the PRA, this section, or in compliance with an order of a court of competent jurisdiction.

L. Severability

If any provision of this MOU is in direct conflict with any statutory provision of the State of Washington, or if a court of competent jurisdiction holds any part, term or provision of this MOU to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected and the parties' rights and obligations shall be construed and enforced as if the MOU did not contain the particular provision in conflict with law or deemed invalid. Should the City determine that the severed portions substantially alter this MOU so that the original intent and purpose of the MOU no longer exists, OIC, the City and or the County may, in its sole discretion, terminate this MOU, effective immediately upon notice of termination.

M. Non-Waiver of Breach

A waiver by any party hereto of a breach by any other party hereto of any covenant or condition of this MOU shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of any party to insist upon strict performance of any

agreement, covenant or condition of this MOU, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

N. Survival

Any provision of this MOU which imposes an obligation after termination or expiration of this MOU shall survive the term or expiration of this MOU and shall be binding on the parties to this MOU.

O. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this MOU shall lie in the Superior Court of Washington in Yakima County.

P. Notices

Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties at their addresses as follows:

TO THE COUNTY: Esther Magasis, Human Services Director
Yakima County
128 N Second Street, Rm 102,
Yakima, WA 98901

TO THE CITY: Bob Harrison, City Manager
City of Yakima
Yakima City Hall
129 North Second Street
Yakima, WA 98901

TO OIC: Anthony Peterson, Interim Chief Executive Officer
OIC of Washington
815 Fruitvale Blvd
Yakima, WA 98902

TO DRC: Jereme Brooks, Executive Director
Dispute Resolution Center
132 North First Avenue
Yakima, WA 98902

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when hand-delivered at the addresses specified above, or three (3) days after the date of mailing to the addresses specified above.

Q. Integration

This written document constitutes the entire agreement between the OIC, City, County, and DRC. There are no other oral or written agreements between the parties as to the subjects covered herein.

Dated this _____ day of November, 2022.

CITY OF YAKIMA

Bob Harrison, City Manager

Attest:

Sonya Claar Tee, City Clerk

YAKIMA COUNTY

Board of County Commissioners

DISPUTE RESOLUTION CENTER
OF YAKIMA AND KITTITAS COUNTIES

Jereme Brooks, Executive Director

OIC OF WASHINGTON

Anthony Peterson, Interim CEO