

AGREEMENT

THIS AGREEMENT is made and entered into on the 14th day of November, 2016, by and between Religious Community Services (RCS), Inc. hereinafter referred to as the "Contractor", and the City of Clearwater, Florida, a municipal corporation, hereinafter referred to as the "City", hereby incorporates by reference the City of Clearwater's "Standard Requirements for Requests for Proposals"; Exhibit A - Insurance Requirements; and Exhibit B Scope of Services.

WITNESSETH:

WHEREAS, the City has a need for victim advocacy services for victims of domestic violence, particularly for Hispanic, Spanish-speaking victims;

WHEREAS, the Contractor is a registered 501(c)(3) organization with four distinct yet interwoven programs, which includes The Haven of RCS;

WHEREAS, The Haven of RCS is a state-certified provider of domestic violence victim advocacy services that has on staff a number of Spanish-speaking victim advocates specialized in domestic violence issues;

WHEREAS, the Contractor has agreed to implement and administer a victim advocacy program for domestic violence victims with an emphasis on Hispanic, Spanish-speaking victims in partnership with the City;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in the Agreement, the Contractor and City hereby agree as follows:

1. TERM.

This Agreement shall commence on the 1st day of January 2017, and shall terminate on the 31st day of December, 2017, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days prior written notice.

2. CONTRACTOR'S SERVICES.

The Contractor shall assign one, part-time Spanish-speaking victim advocate to work at the Clearwater Police Department (CPD) in conjunction with CPD's Victim Advocate at CPD headquarters per the attached Scope of Services (Exhibit B).

3. CONFIDENTIAL INFORMATION.

The Contractor understands that while providing services during the term of this Agreement, it may obtain information that is exempt from public disclosure by Florida Statutes or that relates to matters rendered confidential by Florida Statutes. Contractor understands that such information shall not be disclosed or otherwise disseminated to third parties without the written authorization of the City. Contractor further understands

that any records containing such information will be securely maintained and that it will promptly inform the City of any unauthorized disclosures of such information.

4. CONSIDERATION.

Upon execution of this Agreement by all parties, the City will pay for costs associated with the implementation of the program as specifically indicated in Exhibit B. The Contractor shall submit monthly billing not to exceed \$1,250.00 to the City, including an invoice, copies of payroll timesheets, proof of payment of salary/benefits, and other documentation of expenses for which the Contractor seeks reimbursement pursuant to this Agreement. Such monthly billing shall be submitted to the City no later than seven (7) days after the close of each month. The City's maximum liability under this contract shall not exceed \$15,000.

5. THE WAIVER.

Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

6. NOTICE.

Any notice or communication permitted or required by the Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

A. NOTICES TO CONTRACTOR:

Mail to:
Caitlin Higgins Joy, President/CEO
Religious Community Services, Inc.
503 South Martin Luther King, Jr.
Ave. Clearwater, FL 33756

B. NOTICES TO CITY:

Mail to:
Chief of Police
Clearwater Police Department
645 Pierce Street
Clearwater, FL 33756

With a copy to:
City Attorney's Office
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758

7. ENFORCEABILITY.

If any provision of the Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

8. ENTIRE AGREEMENT AND AMENDMENTS.

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements of understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

9. BINDING EFFECT, ASSIGNMENT.

This Agreement shall be binding upon and shall inure to the benefit of the Contractor and the City. Nothing in this Agreement shall be construed to permit the assignment by the Contractor of any of its rights or obligations hereunder, as such assignment is expressly prohibited without the prior written consent of the City.

10. GOVERNING LAW, SEVERABILITY.

In the performance of the Agreement, each party shall comply with all applicable federal, state and local laws, rules, ordinances and regulations. This Agreement shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

In witness whereof, the parties hereto have set their hands and seals on the date first above written.

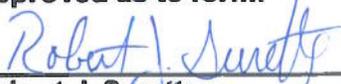
Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Home, II
City Manager

Approved as to form:



Robert J. Surette
Assistant City Attorney

Attest:

Rosemarie Call, City Clerk

RELIGIOUS COMMUNITY SERVICES, Inc

By: 
Caitlin Higgins Joy
President/CEO

INSURANCE REQUIREMENTS EXHIBIT A

The vendor shall provide insurance and comply with all requirements as contained herein prior to performing any services or providing any products to the City.

a. Insurance

The applicant shall furnish, pay for, and maintain during the life of the contract with the City the following liability coverage:

1. Comprehensive General Liability Insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single-limit Bodily Injury Liability and Property Damage Liability.
2. Business Automobile Liability insurance in the amount of at least 1,000,000, providing Bodily Injury Liability and Property Damage Liability.
3. Workers' Compensation Insurance applicable to its employees and contractors for statutory coverage limits, and Employers' Liability that meets all applicable state and federal laws.

b. Additional Insured

The City is to be specifically included as an additional insured on all liability coverage shown in sections 1 and 2 described above.

c. Notice of Cancellation or Restriction

All policies of insurance must be endorsed to provide the City with thirty (30) days' notice of cancellation or restriction.

d. Certificates of Insurance/Certified Copies of Policies

The applicant shall provide the City with a certificate or certificates of insurance showing the existence of the coverage required by this Agreement. The applicant will maintain this coverage with a current certificate or certificates of insurance throughout the term stated in the proposal. When specifically requested by the City in writing, the applicant will provide the City with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies (if certified copies of policies are requested) shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers.

- e. The certificates and/or certified policies shall be sent or delivered to the Project Manager and addressed to: The address where such certificates and

certified policies shall be sent or delivered as follows:

**City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748**

- f. The applicant shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from the performance by the applicant, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Applicant acknowledges that it is solely responsible for complying with the terms of this Agreement. In addition, the applicant shall, at its expense, secure and provide to the City, prior to beginning performance under this Agreement, insurance coverage as required in this Agreement.**

Any party providing services or products to the City will be expected to enter to a written agreement, contract, or purchase order with the City that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance. Any party providing services or products to the City will be expected requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any bidder or proposer of services and/or products to the City.

EXHIBIT B

RELIGIOUS COMMUNITY SERVICES, INC. DOMESTIC VIOLENCE PARTNERSHIP SCOPE OF SERVICES

Religious Community Services, Inc. (RCS) agrees to provide the following contractual services to the City of Clearwater during the period of January 1 to December 31, 2017.

Program Components

1. Victim Advocate

- Assign a part-time bilingual Victim Advocate position from The Haven of RCS to be physically located at Clearwater Police Department (CPD) headquarters. The Victim Advocate will work 20 hours per week and perform the duties associated with the implementation of a domestic violence victim advocacy program with an emphasis on Hispanic, Spanish-speaking victims for a one-year period.

2. Outreach

- Contact individuals and organizations in the community, providing information about the domestic violence victim advocacy services available at CPD.
- Provide victim advocacy and support services for a total of 400 victims of domestic violence for the one-year period.

3. Intervention

- Provide support and assistance during interviews, legal proceedings, and related processes.

4. Referral and Support

- Assist victims, with an emphasis on Hispanic/Spanish-speaking victims, to gain access to services that may be required by the victim as a result of domestic violence, such as alternate housing, financial aid, medical care, and services for children, as needed.
- Refer the victim to agencies and services which have a Spanish-speaking capability, according to the needs of the individual.
- Assist the victim in maintaining a working relationship with the police during the process.

5. Liaison with the Clearwater Police Department (CPD)

- Provide information to Senior Officials and Officers of CPD regarding obstacles faced by Hispanic residents in reporting domestic violence and seeking redress through the legal system.
- Provide training or orientation to members of the CPD regarding the program.
- Work continuously with representatives of the CPD to improve the awareness of Hispanic residents of the services available to them through the legal system.

6. Public Education

- Attend meetings and give presentations on domestic violence as needed.

7. Reporting

- The Director for The Haven of RCS will maintain records of activity and case-by-case outcomes on all of the above responsibilities. Records should indicate whether the victim is Hispanic and/or Spanish-speaking. Prepare a /quarterly program report, to be submitted to the Clearwater Police Department no later than 15 days after the end of each month/