

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of December, 2018, 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 2019, and shall terminate on the 31st day of December, 2019, 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 \$2,500.00 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:  
Kirk R. Smith, 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.

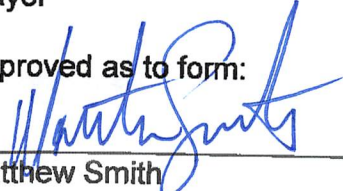
Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne, II  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Matthew Smith  
Assistant City Attorney

Attest:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

RELIGIOUS COMMUNITY SERVICES, INC.

By:   
\_\_\_\_\_  
Kirk R. Smith  
President/CEO