

**SERVICE AGREEMENT FOR
THE OKLAHOMA CITY FAMILY JUSTICE CENTER**

This Service Agreement is made and entered into this 15TH day of AUGUST, 2023, by and between Oklahoma City Family Justice Center, Inc., hereinafter referred to as “Contractor” and The City of Oklahoma City, a municipal corporation, hereinafter referred to as “the City”.

WITNESSETH:

WHEREAS, the City previously developed the Oklahoma City Family Justice Center program to enhance and expand services to victims of domestic violence, sexual assault, human trafficking, elder abuse and their families; and

WHEREAS, the Oklahoma City Family Justice Program was previously operated under the Oklahoma City Police Department but approximately six years ago was transferred to the not-for-profit, Oklahoma City Family Justice Center, Inc. (the “Program”); and

WHEREAS, the Program is a public/private partnership and has been further developed and now organizes and coordinates services available to victims of domestic violence, sexual assault, human trafficking, and elder abuse and their families and provides an atmosphere of safe choices in the Family Justice Center (“FJC”), and

WHEREAS, the Program Director, also the Chief Executive Officer of the Oklahoma City Family Justice Center, Inc., provides training to partner agencies, public, and personnel working with the Program; and

WHEREAS, the City desires to contract for services from the Oklahoma City Family Justice Center, Inc. to continue to operate the Program, FJC, and provide services to City personnel and citizens of Oklahoma City.

NOW, THEREFORE, that in consideration of the covenants, agreements and representations set forth herein, it is mutually agreed by the parties that:

I. TERM

The term of this Service Agreement shall be for services from July 1, 2023 through June 30, 2024. Parties agree that this agreement may be renewed, with the same terms and conditions, for two (2) additional years, subject to annual appropriations and approval by The City of Oklahoma City Council.

II. PURPOSE

The purpose of this Service Agreement is to continue to operate the City initiated Oklahoma City Family Justice Program and the FJC, as well as provide services for the coordination and centralization of services for victims of domestic violence, sexual assault, stalking, human trafficking and elder abuse and their families.

III. COMPENSATION

The City shall pay Contractor, and Contractor shall accept from the City, as full payment for Contractor's services hereunder, compensation of thirty-nine thousand six hundred dollars (\$39,600), payable in two equal payments, the first made with 30 days of effective date of this Agreement provided in the first paragraph and the second on January 7, 2024.

IV. TERMINATION

In the event Contractor fails to meet the terms and conditions of this Service Agreement, the City may, upon ten (10) business days written notice of default to Contractor, cancel this Service Agreement for cause. Such cancellation shall not be an exclusive remedy but shall be in addition to any other available rights or remedies. This Service Agreement may be terminated without cause upon ninety (90) days written notice by either party.

V. CONTRACTOR RESONSIBILITIES

The Contractor will be responsible for day-to-day operations of the Program and the coordination and operation of the FJC. Contractor shall also provide the following services directly to the City and its departments:

1. Lead and participate in on-going strategic planning with the City and FJC partner agencies for the continued operation and management of the FJC.
2. Coordinate and manage services among FJC partner agencies to ensure effective, comprehensive, and compassionate service to victims and their families.
3. Continue to research, establish, and implement best practices for victims of domestic violence, sexual assault, stalking, human trafficking and elder abuse and their families.
4. Coordinate meetings and training for City personnel concerning best practices for victims of domestic violence, sexual assault, stalking, human trafficking and elder abuse and their families. These meetings and training opportunities will be coordinated with the City Manager's Office or his designee and will include at least two training opportunities.
5. Develop relationships among and serve as the primary liaison for all FJC partner agencies, Family Justice Center stakeholders, and the City.
6. Promote awareness of the Program and FJC.
7. Promote and plan for the continual long-term success, viability and growth of the Oklahoma City Family Justice Center program and services to ensure the best possible program, services and outcomes for domestic/family violence victims and their families.
8. Raise funds through grants and philanthropy to sustain the Program and FJC.

Contractor shall provide a written report to the City Manager or his designee of services provided on January 4, 2024 and on June 1, 2024.

VI. STATE AND FEDERAL LAWS

Contractor must comply with and shall be subject to all applicable local, state and federal laws, rules and regulations and all amendments thereto.

VII. GOVERNED LAWS AND VENUE

This Agreement will be governed by the laws of the State of Oklahoma. The parties agree the State of Oklahoma, District Court of Oklahoma County will be the venue of any legal action to enforce or to interpret provisions of this Service Agreement.

VIII. ASSIGNMENT PROHIBITED

The parties agree that Contractor may not assign its interest in this Service Agreement without prior written consent of the City of Oklahoma City.

IX. INDEMNITY

Contractor hereby agrees to release, defend, indemnify and save harmless The City of Oklahoma City and its officers, agents and employees from and against any and all loss of or damage to property, or injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any acts or omissions of Contractor in connection with this Service Agreement. However, Contractor shall not be liable hereunder for any loss incurred by the wrongful acts of The City of Oklahoma City, its agents or employees.

X. CONTACT INFORMATION

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

Oklahoma City Family Justice Center, Inc.: Tricia Everest, Board President
1140 North Hudson
Oklahoma City, OK 73103
405-552-1010

The City of Oklahoma City: Jason Ferbrache
City Manager’s Office
200 N. Walker Avenue, 3rd Floor
Oklahoma City, OK 73102
405-297-2345

With Copy to:
Amy K. Simpson, City Clerk
The City of Oklahoma City
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102

XI. ENTIRE AGREEMENT

The provisions of this Agreement, and the Exhibits attached hereto, shall constitute the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement except as specifically set out in this Agreement.

XII. INDEPENDENT CONTRACTOR

The Parties expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the Parties. This Agreement

specifically does not create any partnership or joint venture between the Parties or render any party liable for any of the debts or obligations of any other party.

IN WITNESS WHEREOF, the Parties adopt and approve this Agreement.

This Services Agreement was approved by Oklahoma City Family Justice Center Inc., as the Contractor this 7th day of August, 2023.

Attest:

By: Tricia Everest

Print Name: Tricia Everest

Title: Board Chair

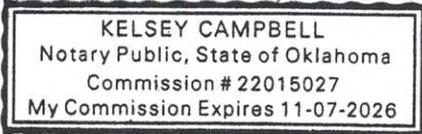
STATE OF Oklahoma)

SS.

COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 7th day of August, 2023 by Tricia Everest, as Board Chair of Oklahoma City Family Justice Center Inc., herein the Contractor.

(Seal)



Kelsey Campbell
Notary

My Commission Expires: 11-7-26

My Commission Number: 22015027

APPROVED BY the Mayor and City Council of the City of Oklahoma City this
15TH day of August, 2023.

THE CITY OF OKLAHOMA CITY

ATTEST:



Amy Simpson, City Clerk





MAYOR DAVID HOLT

REVIEWED as to form and legality.



Assistant Municipal Counselor