

AGREEMENT FOR

**DOMESTIC VIOLENCE
VICTIM ASSISTANCE
PROGRAM**

WITH

YWCA OF OKLAHOMA CITY, INC.

SERVICE AGREEMENT FOR THE VICTIM'S ASSISTANCE PROGRAM

This agreement is made and entered into on this 2ND day of JULY, by and between YWCA of Oklahoma City hereinafter referred to as "Contractor" and The City of Oklahoma City, a municipal corporation, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the City is in need of a service agreement to obtain a comprehensive Domestic Violence Victim's Assistance; and

WHEREAS, this program will assure victims of domestic violence/abuse that they are supported by their City, and through this support, it will create an atmosphere of safe choices; and

WHEREAS, the victim's services provided will encompass a variety of areas; and

WHEREAS, this program will be housed at the Family Justice Center; and

WHEREAS, the Police Department has contracted with the YWCA since 1994 to provide services to domestic violence victims; and

WHEREAS, the YWCA provides training to the other agencies that refer victims to the YWCA; and

WHEREAS, over the years, the Police Department has developed a very good working relationship with the YWCA, including the donation of used cell phones that are reprogrammed to dial 911 only and are provided to victims of domestic violence; and

WHEREAS, Contractor desires to perform such a service; and

WHEREAS, Contractor is qualified to perform such a service and is the leader in domestic violence victim assistance.

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

I. AGREEMENT TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025. This Agreement is renewable for two, one-year periods at the option of the City.

II. COMPENSATION

The City shall pay Contractor, and Contractor shall accept from the City, as full payment for Contractor's services hereunder, compensation of ninety-seven thousand five-hundred seventy-eight dollars (\$97,578) to be paid in twelve equal monthly payments during each one-year term of the Agreement. Specific costs which are included in the agreement shall be considered as guidelines, provided that all costs incurred must be for the benefit of the Domestic Violence Victim Assistance Program. Examples of acceptable costs are: project director's salary, benefits and taxes, insurance, paging services, training programs/conferences, printing services, office supplies, mileage and parking expenses, etc. Invoices showing the actual expenditures will be provided to the City. Any funds not required by the program will be retained by the City. YWCA must comply with all requirements as outlined in Treasury Circular A-128.

III. TERMINATION

In the event Contractor fails to meet the terms and conditions of the Agreement or fails to provide services in accordance with the Agreement the City may, upon written notice of default to Contractor, cancel the Agreement. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided by law. This Agreement may be terminated by mutual consent or by either party, with or without cause, by giving written notice to the other Party thirty (30) days prior to the termination date.

IV. CONTRACTOR RESPONSIBILITIES

Identify a Project Director, i.e., the person(s) who will be in charge of the project and will act as the liaison between the YWCA and the Oklahoma City Police Department. Please list what skills, credentials, experience, and education the Project Director possesses that allow the Project Director to satisfactorily complete the requirements of this agreement. This section shall include copies of degrees conferred, diplomas, description(s) under which the Project Director has worked in the past, and any specialized training seminars, school diplomas or agendas.

List the YWCA's work plan and which areas of service will be provided. List a proposed work plan or other means of accomplishing the tasks as set out in the agreement. The Project Director must maintain strict confidentiality on the information received from the Police Department. A violation of this confidentiality factor may be cause for termination of this agreement. The Project Director must agree to successfully complete a comprehensive background investigation by the Police Department. The Project Director shall meet with designated Police personnel in order to review work activities, discuss problems, preventive measures, and examine trends in domestic violence/abuse.

V. SCOPE OF SERVICES

The Oklahoma City Police Department recognizes that every crime has a victim and the unique needs of the individual victim must be addressed before the crime can be satisfactorily solved. By providing an integrated victim services area, the Oklahoma City Police Department will positively impact victims of crime, police department employees, and the entire Oklahoma City community.

A victim services department increases productivity by allowing valuable law enforcement time to be more effectively spent on investigation of the crime while the Project Director supplies the victims with communication avenues and emotional support. Victims are more likely to cooperate fully in investigations when feeling supported, resulting in better prosecutions, which ultimately leads to a safer community.

The objectives of the Domestic Violence Victim Assistance Program are to assure Oklahoma City victims of domestic violence that they have direct access to the judicial/law enforcement system as evidenced by increased reporting by the end of the project year.

Proposed Work Plan – Victims

- A. Inform victims of available services by providing law enforcement officers with brochures/handouts/pamphlets for distribution to affected victims.
 - 1. Post notices of available advocacy services throughout Police and Municipal Courts buildings.
 - 2. Keep law enforcement officers apprised of the Project Director's role so as to

assure referrals are made to the program.

3. Maintain a resource library for use by police officers and probation officers.
- B. Contact all domestic violence victims via telephone or mail in order to inform them of victim assistance services that are available to them.
1. Utilize a "safe" way of leaving messages/information for victims.
 2. Document all contacts made with victims.
 3. Mail brochures as requested when a telephone is not available.
 4. Accompany and provide advocacy to assist victims with prosecution.
 5. Inform appropriate agencies when additional services are required.
 6. Help the victims in the filing of victim protection orders.
 7. Help the victims prepare for courtroom testimony.
 8. Offer to accompany the victim to Court.
- C. Be available to provide face-to-face assistance to victims when requested by police, probation, judges, or shelter advocates.
1. Be available in the office or through a mobile phone during all business hours.
 2. Maintain an open-door policy with referral agencies so as to assure the best client services.
 - a. Maintain information on all community domestic violence/abuse agencies.
 - b. Maintain regular contact with referral agencies staff so as to assure continuity of client care.
 - c. Provide information to batterers regarding available counseling services as requested.
 - d. Keep Police and Judicial officers informed of all community based agencies and their respective efforts as requested.
 3. Provide a central link for all City and private organizations in Oklahoma City who interact with domestic violence/abuse victims by the end of the project year.
 - a. Provide a vital link from the Oklahoma City Police Department to the private sector by providing referrals and advocacy for domestic violence/abuse victims.

- b. Organize a training session for volunteers by working cooperatively with referral service agencies.
- c. Provide the police spokesperson with accurate information for media portrayal.
- d. Encourage public speaking engagements by volunteers, detectives, and advocates on domestic violence/abuse issues.

911 PHONES FOR DOMESTIC VIOLENCE VICTIMS: Donated cell phones and obsolete cell phones owned by the City may be made available through this program to victims of domestic violence/abuse who are in imminent danger. These cell phones will be set up so that they can be used to dial 911, but no other telephone numbers.

VI. STATE AND FEDERAL LAWS

Contractor shall be subject to all applicable State and Federal laws, rules and regulations and all amendments thereto. Contractor shall devote special attention to their responsibilities under State Statutes. Observance and compliance with the requirements thereof shall be the responsibility of the subcontractor without reliance on or direction from YWCA and/or the City.

VII. GOVERNED LAWS

This Agreement will be governed by the laws of the State of Oklahoma.

VIII. VENUE OF LEGAL ACTION

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by YWCA or the Contractor to enforce or to interpret provisions of the service agreement.

IX. ASSIGNMENT PROHIBITED

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

X. 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 wrongful acts of Contractor in connection with this Agreement. However, Contractor shall not be liable hereunder for any loss occurred by the wrongful acts of The City of Oklahoma City, its agents or employees.

XI. INSURANCE

Contractor shall provide, pay for, carry and maintain the types of insurance described herein with companies eligible to do business in the State of Oklahoma throughout the term of this Agreement. All liability policies shall provide that The City of Oklahoma City is named as an additional insured as to the acts and omissions of Contractor. A certificate of insurance on the form approved by the City shall be provided to the City with the execution of this Agreement by Contractor. The certificate shall provide that the policy not be cancelled or modified to reduce the amount of coverage without thirty (30) days prior written notice to and approval by the City.

(a) All liability policies (except professional liability policies) shall provide that the City is named additional insured as to the acts and omissions of Contractor under this Agreement. The insurance coverage and limits required must be evidenced by properly-executed Certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided upon request to the City on a timely basis. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma. The City shall be given written notice by registered or certified mail no less than thirty (30) days prior to any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Contractor shall immediately notify the City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time

the City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, Contractor hereby agrees to promptly authorize and have delivered to the City such statement. Contractor authorizes the City to confirm all information so furnished as to Contractor's compliance with these insurance requirements with Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of Contractor shall be primary to any insurance or self-insurance program carried by the City.

(b) Contractor shall not commence any services nor occupy any City – owned property or work site unless and until the required insurance is in effect and the required certificates of insurance are provided.

(c) The amounts of such insurance shall be not less than The City of Oklahoma City's several maximum liability under the Governmental Tort Claims Act, 51§ 151 *et seq.*, as amended from time to time, and which currently are:

(i). Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

(ii) All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

(iii) Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Automobile liability insurance shall be maintained by Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than The City of Oklahoma City's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

(i) Bodily injury liability

\$175,000.00 (limit each person); and
\$1,000,000.00 (limit each occurrence); and

(ii) Property damage liability

\$25,000.00 (limit each person); and
\$1,000,000.00 (limit each occurrence); and

(iii) Bodily injury and property damage liability

\$1,000,000.00 (combined single limit each accident)

Insurance premiums and costs are expenses assumed by Contractor and recouped through their fees and not as an expense or separate cost to the City.

XIII. CONTACT INFORMATION

Contact persons for communication under this agreement are as follows:

YWCA of Oklahoma City, Inc.: YWCA of Oklahoma City
Jan Peery 948-1770 Fax 943-7177
2460 NW 39th Street
Oklahoma City, OK 73112

Oklahoma City Police Department: Oklahoma City Police Department
Police Chief Wade Gourley or designee
700 Colcord Drive
Oklahoma City, OK 73102

XIV. APPROVAL OF INFORMATION RELEASE

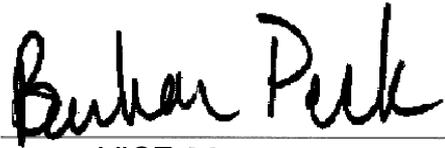
No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization without prior written approval by the Oklahoma City Police Department representative.

Attest:



City Clerk





VICE Mayor

Reviewed for form and legality.



Assistant Municipal Counselor

