

SRO90-15

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

**RETURN ADDRESS**

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**GMS GRANT NUMBER 2014-WE-AX-0039**

**CONTRACT NO. \_\_\_\_\_**

**SERVICES AGREEMENT  
YWCA CLARK COUNTY SAFECHOICE PROGRAM (YWCA)**

**FOR**

**SERVICES PROVIDED TO THE CITY OF VANCOUVER, WA**

**PURSUANT TO 2014 GRANTS TO ENCOURAGE ARREST POLICIES AND  
ENFORCEMENT OF PROTECTION ORDERS PROGRAM**

**FOR**

**REGIONAL DOMESTIC VIOLENCE PROGRAM ENHANCEMENTS**

This Agreement is made and entered into effective May 1, 2015 between the City of Vancouver, a first class city of the state of Washington, and the YWCA Clark County, a nonprofit corporation incorporated under the laws of the state of Washington, hereinafter referred to as the PARTIES, witnesseth:

**WHEREAS**, the Office on Violence Against Women (OVW) as the administering organization of the United States Department of Justice (USDOJ), Fiscal Year 2014 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program ("Arrest Grant"), has awarded competitive project funding for regional Domestic Violence Program Enhancements, which proposes criminal justice system coordination in addressing domestic violence, sexual assault, stalking, and protection order violations as serious violations of criminal law, and includes an application for shared funding to enhance collaborative partnerships based on best practices to centralize and coordinate our resources to provide victims and their families with the protection and services they need to pursue safe and healthy lives, while also holding violent offenders accountable for their actions through effective investigation, arrest and prosecution;

**WHEREAS**, the OVW requires that one jurisdiction serve as applicant/fiscal agent for the joint funds, and the public agencies which are recipients of Arrest Program funds have entered into an Interlocal Agreement under the authority of Chapter 39.34 RCW to appoint the CITY as such applicant/fiscal agent;

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WHEREAS, in applying for OVW Arrest Grant funding for Domestic Violence Program Enhancements, the CITY and other parties to the Interlocal contemplated cooperating with the YWCA Clark County SafeChoice Domestic Violence Program (hereinafter “YWCA”), in carrying out regional Domestic Violence Program Enhancements and that YWCA would be allotted a portion of the Arrest Grant funds awarded.

**NOW THEREFORE, the CITY AND YWCA agree as follows:**

**Section 1.** YWCA agrees to use Arrest funding to provide victim advocacy staffing and support for the Domestic Violence Prosecution Center to enhance victim safety and improve access to information and resources, including culturally relevant services and language interpreter assistance as needed for victims and their families.

**Section 2.** CITY agrees, based on the Arrest Program Solicitation, Proposal, Certifications, Award, and other grant guidance documents by the OVW to reimburse YWCA at least quarterly for eligible grant activities up to a maximum of \$131,734 during the 36-month grant period. YWCA agrees such funds are to be used as described in the grant application and award documents for eligible salary and benefit costs in accordance with the requirements and program objectives set forth by OVW and the USDOJ for Arrest Program grant funds. The Arrest Program Proposal, Certifications, and Award documents by the OVW, which are attached to this agreement as Exhibits A, B, and C, respectively, are incorporated herein as if fully set forth. YWCA agrees that all paid personnel will maintain timesheets that document hours worked for activities related to this award and non-award related activities, and will provide timesheets and invoices for eligible grant activities to CITY to timely comply with all reporting obligations.

**Section 3.** YWCA agrees to timely comply with all reporting obligations required by grant terms and certifications, including Arrest Grant reporting requirements and timelines to ensure accountability and transparency, and will separately track and report specific outcomes and benefits attributable to use of grant funds under this program.

**Section 4.** YWCA agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs Financial Guide and Office on Violence Against Women Financial Guide, including without limitation and in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements Code of Federal Regulations Title 2, OMB Circulars and all other applicable requirements. All documents are to be retained for a minimum of six years after the grant has been closed and must be kept available for review, upon request, to Federal, State, City, and County employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

**Section 5.** YWCA agrees that Arrest Program funding it receives will be tracked, accounted for, and reported separately from all other funds and will not be co-mingled with funds from any other source, even other federal grants.

**Section 6.** YWCA agrees to provide the CITY with progress reports, financial reports, and audit reports when required by the CITY in the form required by the CITY.

**Section 7.** YWCA is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and YWCA. YWCA shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to the performance of services by YWCA pursuant to this Agreement. Nothing in this Agreement shall make any employee of YWCA an employee of the CITY any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**Section 8.** YWCA agrees to indemnify, defend, save and hold harmless the CITY and its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by YWCA.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the CITY, the CITY retains the right to participate in said suit if any principal of public law is involved.
2. The indemnity and hold harmless shall include any claim made against the CITY by any employee of YWCA or subcontractor or agent of YWCA, even if the YWCA is thus otherwise immune from liability to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the CITY.

**Section 9.** YWCA shall not transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the CITY. YWCA shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of the CITY.

**Section 10.** Contract managers, designated by the CITY and YWCA shall administer this Agreement. Contract managers shall monitor progress in meeting the deliverables of the Arrest Grant and regional Domestic Violence Program Enhancements as set forth in the Grant Proposal, Exhibit A to this Agreement. During the term of this Agreement, the respective contract managers will communicate via meetings, telephone or email to relay information, answer questions, or raise concerns.

**Section 11.** The term of this Agreement is from May 1, 2015 through grant closure, which is currently projected to be April 30, 2018, whichever is later. The term of the Agreement may be extended for such time as is agreeable to the parties if OVW extends the grant beyond April 30, 2018. Such extensions shall be in writing to the Vancouver City Manager and the Executive Director of the YWCA Clark County.

**Section 12.** If for any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if a party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within thirty (30) working days of the notice, then the party giving the notice may terminate the Agreement immediately upon giving written notice of termination to the other.

**Section 13.** General terms and conditions.

- 13.1 Ratification.** Acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed.
- 13.2 Survival of Terms.** The terms and conditions in this Agreement which, by their sense and context, are intended to continue after the expiration or termination of this Agreement, shall survive.
- 13.3 Amendments.** The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the duly authorized agents of both parties.
- 13.4 Notices.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

City of Vancouver  
Attention: City Manager  
PO Box 1995  
Vancouver, WA 98668-1995

and

City of Vancouver  
Attention: Chief of Police  
PO Box 1995  
Vancouver, WA 98668-1995

YWCA Clark County  
Attention: Executive Director  
3609 Main Street  
Vancouver, WA 98663

The name and address to which notices shall be directed may be changed by the parties by giving one another notice of such change as provided in this section.

**13.5 Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**13.6 Entire Agreement.** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

**13.7 Document Execution.** The parties agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary representatives of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by YWCA.

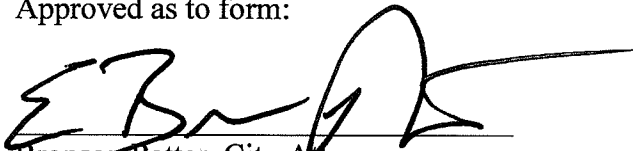
YWCA CLARK COUNTY

  
Sherri Bennett, Executive Director


CITY OF VANCOUVER

  
Eric Holmes, City Manager

Approved as to form:

  
Bronson Potter, City Attorney

Attest:

  
R. Lloyd Tyler, City Clerk  
Carrie Lewellen, City Deputy Clerk

EXHIBITS

- A. Grant Proposal
- B. Grant Award Certifications

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