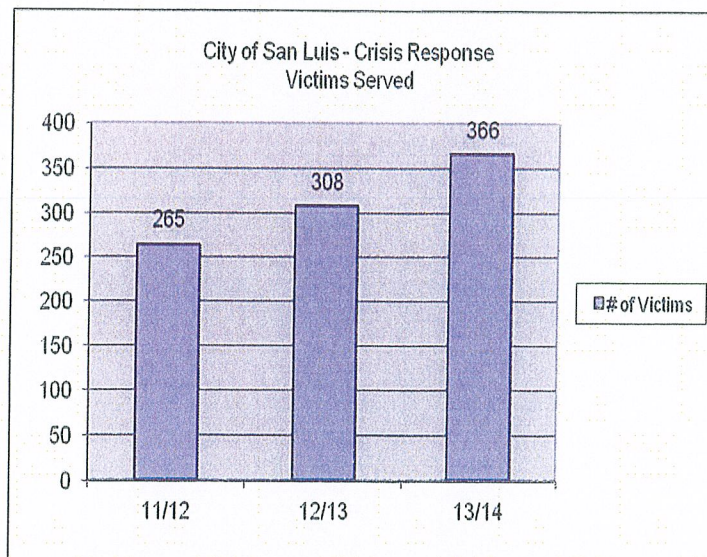




**CITY OF SAN LUIS FUNDING REQUEST/REPORT
2015/2016**

June 3, 2015

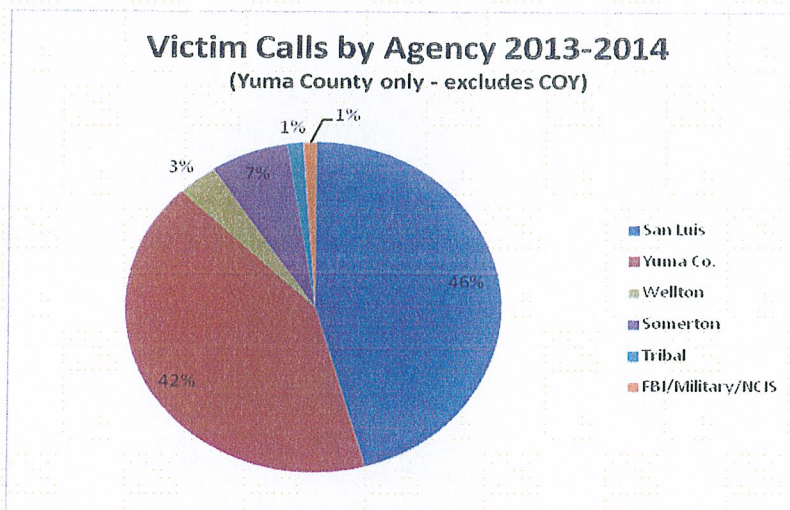
Last completed fiscal year (July 2013 – June 2014), Amberly's Place provided 24/7 on-call advocacy services to 366 abuse victims in the City of San Luis in conjunction with the San Luis Police Department.



FY 2013/2014...

- City of San Luis provided \$39,000.
- Advocates provided approximately 2080 hours of victim assistance and maintenance valued at \$49,990 and provided emergency needs of victims including food boxes, clothing, toiletries, prescription medications, etc. valued at approximately \$12,500.00 for a total of \$62,490.

- Amberly's Place independent forensic interviewer conducted 4 interviews and 8 assists for San Luis Police Department valued at \$2,640.00
- San Luis Police Department authorized 3 forensic medical exams. Protocol mandates that exams are conducted by a specially trained forensic nurse at Amberly's Place. Exams take approximately 1.5 hours at Amberly's Place vs. 9 to twelve hours depending on time of year as in past when conducted at the ER. This reflects considerable salary savings to the City of San Luis and helps free up law enforcement to investigate other crimes.
- An Amberly's Place advocate was on-call and able to provide services 24/7.
- Any new police officers were offered a tour of Amberly's Place and information on services provided.
- Briefing trainings were offered to law enforcement on various subjects including forensic interview techniques, Jane Doe laws/reporting and technology-based crimes including cyber bullying, cyber stalking and sexting. All trainings provided at no cost to law enforcement.
- Hundreds of community members, professionals (including medical personnel) trained on domestic violence, VAWA and services provided. Mandated reporter trainings were provided as requested.
- Victims reported 98% satisfaction rate with services provided FY 2014.



FY 2015/2016...

Looking Forward:

Amberly's Place consistently seeks grants and funds from private donors to expand services. There are now funds available to provide counseling services to child abuse/molest victims and their (non-offending) parent(s). This is an important part of the healing process. This grant provides up to 3 counseling sessions to victims at no cost to bridge the gap until Victim Compensation pays out.

Amberly's Place will continue to work in tandem with law enforcement, court staff, prosecution in the City of San Luis to provide quality, culturally responsive advocacy services to abuse victims and hold offenders accountable.

Amberly's Place request funding at the same level as last year which is \$39,000.

If you have any questions about this request please contact me at (928) 373-0849.

Respectfully Submitted,

Diane Umphress

Diane Umphress
Executive Director
Amberly's Place



Amberly's Place agrees to provide the following services for the City of San Luis for the \$39,000 in financial support it will receive for the 2014/15 budgeted year.

Amberly's Place will provide crisis response advocacy services to all victims of sexual assault, child abuse both physical and sexual, victims of domestic violence and elder abuse 24/7 for 365 days a year. The support will be provided in English and Spanish by culturally sensitive advocates. Victims of domestic violence who are married to US Citizens and qualify for residency under the Violence Against Women Act will be provided with the needed information and referral services to petition for residency.

Victims living in the City of San Luis will be provided complete access to Amberly's Place victim center in the City of Yuma and all the services it provides. Amberly's Place Crisis Advocates will provide transportation to Amberly's Place Center if needed as well as transportation back to the City of San Luis for victims living in the City of San Luis.

Services offered at Amberly's Place include forensic interviews by a trained forensic interviewer at no cost to the City of San Luis, forensic medical exams by trained Sexual Assault Nurse Examiners at no cost to the City of San Luis, items of comfort for the victims including quilts, stuffed animals, snacks and food.

The emergency needs of the victims will also be provided as funding and resources are available, such as, emergency food boxes, diapers, baby formula, door locks changed, clothes, school supplies etc.

Crisis Response Advocates will ensure victims understand their Victim Rights and how to exercise them through the judicial process. Advocates will assist in filing of Orders of Protection, attend hearing with the Judge on the Order of Protection. Advocates will provide court escort for victims for the Initial Appearance and the Arraignment of the defendant. Advocates can speak for the victim at these hearings or simply be a support

for them while they speak. Transportation to court will be provided by Amberly's Place if the victim does not have transportation to exercise their victim rights.

Amberly's Place will participate in community outreach events to insure that those living in the City of San Luis are aware of services available to them and how to access them.

Crisis Advocates will periodically schedule ride a longs with the San Luis Police Department to better understand the needs of the community and law enforcement.

Crisis Advocates will participate in the South County Domestic Violence Task Force and awareness campaigns regarding domestic violence.

Sincerely,

Diane Umphress

Diane Umphress

Executive Director

AGREEMENT

This Agreement dated this 13th day of August, 2014, is entered into by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter called CITY, and AMBERLY'S PLACE, a non-profit organization, hereinafter called CONTRACTOR.

WHEREAS, THEREFORE, the parties hereto, in consideration of the following mutual covenants and stipulations, agree as follows:

I. THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING:

Provide the services set forth on the exhibit attached hereto for the fiscal year of City beginning July 1, 2014 and ending June 30, 2015.

II. THE CITY SHALL PROVIDE THE FOLLOWING:

- A. The CITY agrees to pay the CONTRACTOR as follows;
 - 1. The amount \$39,000.00 for services to be provided by the CONTRACTOR pursuant to the Agreement during fiscal year 2014/2015. Payments made prospectively on a quarterly basis until the Contract is paid in full.
- B. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:
 - 1. The CONTRACTOR'S failure to render acceptable services as stated in the performance criteria of Section I. The city Manager, or designee, shall investigate and monitor the quality of the CONTRACTOR'S services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Manager shall notify CONTRACTOR of the specific deficiencies in performance and provide a reasonable time for CONTRACTOR to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not the CONTRACTOR'S services are acceptable will be the CITY'S exclusive decision.
 - 2. The CONTRACTOR'S failure to supply information, records or reports as required.
 - 3. The CONTRACTOR'S failure to comply with documentation requirements or accounting procedures.
 - 4. The CONTRACTOR'S failure to allocate money received from the CITY for the purpose described herein.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

- A. The term of this Agreement shall be for twelve months, commencing on July 1, 2014 and ending June 30, 2015.
- B. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the city.
- C. Renewal of this Agreement beyond the current agreement will be in the sole discretion of the City Council of the City of San Luis.
- D. Nothing herein shall preclude the City from contracting separately with the CONTRACTOR for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the CITY and the CONTRACTOR.

IV. TERMINATION

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

- A. With cause, by providing ninety (90) day notice to CONTRACTOR. Prior to such termination, the City shall notify CONTRACTOR of the specific grounds for termination and provide a reasonable time for remedial action by CONTRACTOR. In no event shall such time to remedy exceed ninety (90) days.
- B. By mutual written consent of both parties hereto.
- C. For breach of default by CONTRACTOR of any of its obligation set forth herein.

V. INDEMNIFICATION:

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses and expenses, any act or omission, whether authorized by the CONTRACTOR or not, including theft by the CONTRACTOR or any of its officers, agents, employees, guests, patrons, invitees or trespassers, including but not limited to, attorney's fees, arising out of or resulting from this agreement, caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by the CONTRACTOR for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

VI. INSURANCE

The CONTRACTOR shall, at CONTRACTOR'S expense, secure and maintain during the term of this agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000 per occurrence combined with single limit and shall be primary to any coverage available to the CITY. The City of San Luis shall be named as an additional insured

and certificates of insurance for the requirement herein shall be delivered to the City of San Luis prior to the commencement of the Agreement. Failure to provide required coverage and compliance with the terms and conditions of this agreement shall not waive the contractual obligations herein. If the policy or policies shall be canceled by the insurance company or the CONTRACTOR during the term of this agreement, the CONTRACTOR and the insurance company shall provide thirty (30) days written notice prior to the effective date such cancellation or termination to the CITY.

VII. GENERAL CONDITIONS

Nondiscrimination: The CONTRACTOR shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disability Act of 1990. In addition, the CONTRACTOR shall include similar requirements of subcontractors in any contract entered into for performance of the CONTRACTOR'S obligations under this Agreement.

Financial Review: The CONTRACTOR shall make their financial records available for inspection by the CITY, its designee, upon reasonable notice during normal business hours of the CITY. If financial records to verify use of CITY funds according to the terms and conditions of this Agreement, the CONTRACTOR shall cooperate fully in the performance of such audit.

The CONTRACTOR will not be responsible for the cost of such an audit if requested by the CITY and shall be entitled to a copy of any resulting reports that are received by the CITY.

Compliance with Law: The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, the CONTRACTOR shall include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, the CONTRACTOR shall include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR'S obligations under this contract.

Binding on Successors: The covenants and conditions herein contained apply to and bind their heirs, successors, executors, administrators, and assigns of all the parties hereto.

Attorney Fees and Costs: In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

Laws Governing: This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

Waiver: The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights to remedies provided by this Agreement, or any delay in the exercise of any right or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, shall not be deemed a waiver of any right if either party to insist upon strict performance of this Agreement.

Severability: If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Integration: This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement, shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

No Partnership: Nothing in the Agreement is intended or shall be constructed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal agent, officer, or member of the other.

Time of the Essence: Time is of the essence in this Agreement. Unless otherwise specifically provided in the Agreement, any consent to delay in the performance of the CONTRACTOR of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.

Binding Arbitration: Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement

Conflict of Interest: This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

Notices: All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addresses as follows:

Amberly's Place
1350 Colorado St
Yuma, AZ 85364
(928) 373-0849

City of San Luis
c/o City Manager
P.O. Box 1170
1090 E. Union St.
San Luis, AZ 85349

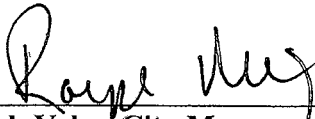
Compliance with A.R.S. § 23-214


A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City and Contractor will not enter into a contract with any Company or its providers or subcontractors that is/are not in compliance with the requirements of A.R.S. §23-214, and they shall remain in compliance during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 13th day of August 2013.

CITY OF SAN LUIS

Amberly's Place

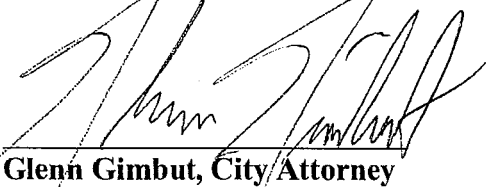
By: 
Ralph Velez, City Manager

By: 
Authorized Representative

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut, City Attorney