

**CONTRACT**

This contract ("Contract") is entered into this \_\_\_\_ day of July 2024 and is effective on July 1, 2024, between

<p>Amberly's Place, Inc. 1310 S. 3<sup>rd</sup> Avenue Yuma, Arizona 85364</p> <p>An Arizona nonprofit charitable corporation ("AMBERLY'S PLACE") and</p>	<p>City of San Luis City Hall (Physical Address) 1090 East Union Street San Luis, Arizona</p> <p>P.O. Box 1170 (U.S. Mail Address) San Luis, Arizona 85349</p> <p>an Arizona municipal corporation ("CITY" or the "City of San Luis.")</p>
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Amberly's and the City may be referred to singularly as the "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault, and child victims of crimes; and

**WHEREAS**, AMBERLY'S PLACE provides a service vital to the health and welfare of the residents of the CITY; and

**WHEREAS**, the CITY desires to support the service AMBERLY'S PLACE provides;

**NOW, THEREFORE**, the Parties, in consideration of the above recitals and these mutual covenants and stipulations, agree:

**I. AMBERLY'S PLACE'S OBLIGATIONS**

AMBERLY'S PLACE agrees to perform:

- A. Crisis Intervention:** On a twenty-four (24) hours per day, seven (7) days per week basis, provide professional assistance and immediate crisis intervention to victims of domestic violence, human trafficking, child abuse, sexual assault, and elder abuse for those residing within the San Luis, Arizona city limits.
- B. Law Enforcement Coordination:** Coordinate with the San Luis Police Department, the San Luis Prosecutor's Office, the Yuma County Sheriff's Office, the County Attorney's Office, and any other law-enforcement entities involved in the particular

cases to provide a multi-disciplinary approach to the investigation and prosecution of domestic violence, human trafficking, child abuse, sexual assault, and elder abuse crimes occurring within the San Luis, Arizona city limits.

- C. Victim-Friendly Environment:** Provide a safe and nurturing environment for crisis intervention, on-site medical attention, and one-time victim video interviews during the investigation of domestic violence, human trafficking, child abuse, sexual assault, and elder abuse crimes occurring within the San Luis, Arizona city limits.
- D. Wrap-Around Services:** Assist victims of domestic violence, human trafficking, child abuse, sexual assault, and elder abuse crimes occurring within the San Luis, Arizona city limits with wrap-around services including but not limited to escorting victims to court appearances, assisting with orders of protection, explaining the criminal justice process (not legal advice), and accessing other community resources (such as emergency food, clothing, and housing).
- E. Seek Diverse Funding Sources:** Amberly's Place shall seek other sources of funding to sustain, improve, and expand its services.
- F. Financial Records:**
1. AMBERLY'S PLACE shall maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system that complies with generally accepted accounting principles, including, but not limited to, S.O.P. 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Nonprofit Corporations and shall separately account for all funds provided by the CITY under this Contract.
  2. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY upon reasonable notice during regular business hours of the CITY.
  3. If the CITY desires a financial audit by a certified public accountant of AMBERLY'S PLACE'S financial records to verify the use of CITY funds according to this Contract's terms, then AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY. AMBERLY'S PLACE will be entitled to a copy of any resulting reports that the CITY receives at the administrative cost charged to the CITY to produce a copy, if any.
- G. Corporate Changes:** Within thirty (30) days of the change, file with the San Luis City Clerk with a copy to the San Luis City Manager changes of the names and addresses of officers and directors and any amendments to AMBERLY'S PLACE bylaws and articles of incorporation.
- H. Reporting:** AMBERLY'S PLACE shall provide to the San Luis City Manager:
1. monthly statistics,

2. quarterly records of revenue and disbursements of the funds received from the CITY for transparency and accountability,
3. semiannually, analytical memoranda describing activities, service effectiveness, and any new expected achievements for the next six months, and
4. the San Luis City Manager may require additional reporting agreed upon by both Parties in writing.

## II. CITY OBLIGATIONS

- A. Compensation:** The CITY shall pay AMBERLY'S PLACE \$50,000.00 for the fiscal year July 1, 2024, through June 30, 2025, for services to victims residing in San Luis, Arizona. AMBERLY'S PLACE acknowledges that this compensation does not constitute the sole source of funding for AMBERLY'S PLACE's operations for those victims residing within the city limits of San Luis, Arizona.
- B. Method of Payment:** AMBERLY'S PLACE shall submit a request for payment in equal monthly increments to the City Manager.

## III. TERM and TERMINATION

- A.** The term of this Contract shall be for one (1) year, commencing on July 1, 2024, and ending on June 30, 2025.
- B.** This Contract may be terminated before its expiration by either Party:
1. for cause with thirty (30) days' notice to cure,
  2. without cause with ninety (90) days' notice, or
  3. by mutual written consent of both Parties.

## IV. INDEMNIFICATION

AMBERLY'S PLACE agrees to indemnify, hold harmless, and defend the CITY, its employees, officers, directors, agents, and elected officials from and against all claims, suits, damages, losses, liabilities, debt, judgments, settlements, costs, and expenses including reasonable attorneys' fees, incurred by the CITY arising from, attributable to or caused by acts or omissions of AMBERLY'S PLACE (or its employees, officers, directors, shareholders or agents) in the performance of or related to the performance of the duties of any AMBERLY'S PLACE employee (including, but not limited to injuries to AMBERLY'S PLACE employees that may or may not be covered by workers compensation insurance); except to the extent that such claims, suits, damages, losses, liabilities, debt, judgments, settlements, costs, and expenses are caused by the negligence, omission, or intentional misconduct of the CITY.

**V. INSURANCE**

**A. Insurance:** Without in any way limiting AMBERLY’S PLACE’s liability under the indemnification described above, AMBERLY’S PLACE shall maintain, during the term of this Contract, the following insurance:

Coverage

<u>Commercial General Liability, including</u>	<u>Minimum Limits</u>
Premises and Operations	\$1,000,000 Combined Single
Contractual Liability	Limit per occurrence and \$2,000,000
Personal-Injury Liability	general aggregate
Independent Contractors Liability	

Comprehensive Automobile Liability (including owned, non-owned and hired autos) \$1,000,000 Combined Single Limit, per Occurrence

**B. Additional Insured:** The City of San Luis, its elected officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the activities performed by or on behalf of AMBERLY’S PLACE. Except for Workers’ Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming the City and its employees, agents, officers, and elected officials as additional insured for claims caused in whole or in part by AMBERLY’S PLACE’s negligent acts or omissions arising from AMBERLY’S PLACE’s performance of this Contract. AMBERLY’S PLACE shall provide the City with certificates of insurance documenting that AMBERLY’S PLACE has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Contract. Such Certificates shall include a statement that insurance may not be canceled without thirty (30) days prior written notice to the City by first class mail, postage prepaid, and ten (10) days of notice if cancellation is due to nonpayment of premium.

**C. Primary Insurance Requirement:** Each AMBERLY’S PLACE policy, including primary, umbrella, and excess policies, shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (primary, umbrella, excess, self-insurance, or any other basis) available to the additional insured. Any insurance or self-insurance maintained by the City shall be in excess of AMBERLY’S PLACE’s insurance and shall not contribute to it.

**D. Waiver of Subrogation:** AMBERLY’S PLACE waives all rights of recovery against the City of San Luis and its employees, agents, officers, and elected officials for losses arising from work performed by or on behalf of AMBERLY’S PLACE.

## VI. COMPLIANCE WITH LAWS

Each Party agrees to comply in all material respects with applicable laws, rules, regulations, and orders. AMBERLY'S PLACE shall promptly obtain and maintain all governmental approvals necessary to conduct business and pay all taxes.

- A. Nondiscrimination:** AMBERLY'S PLACE shall furnish its services on a fair, equal, and non-discriminatory basis. In accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990, as the Acts are amended and rules promulgated, AMBERLY'S PLACE shall not discriminate in its operations or employment practices on the grounds of race, color, national origin, sex, disability, or age. The Licensee shall take all necessary actions to ensure its compliance with these federal laws and regulations.
- B. Safety:** AMBERLY'S PLACE expressly agrees that it shall be solely responsible for supervising its employees and for complying with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the federal Occupational Safety and Health Act ("OSHA") and as adopted by Arizona. AMBERLY'S PLACE responsibility includes, but is not limited to, the general duty clause to keep the workplace free from recognized hazards that are causing or are likely to cause serious physical harm or death.
- C. Independent Contractor:** The Parties intend that this Contract creates a relationship of independent contractor. AMBERLY'S PLACE rights include but are not limited to control, manner, and methods of the work. AMBERLY'S PLACE personnel, officers, and board of director members are not employees of the CITY. They are not entitled to the CITY's employee benefits. The CITY shall not withhold or pay AMBERLY'S PLACE payroll taxes.
- D. Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
- E. Employment Eligibility:** AMBERLY'S PLACE warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Contract. The City retains the legal right to inspect the papers of AMBERLY'S PLACE to ensure that AMBERLY'S PLACE complies with this warranty.
- F. No forced labor of ethnic Uyghurs in the People's Republic of China:** Under A.R.S. § 35-394, by signing this Contract, AMBERLY'S PLACE certifies that it does not currently and agrees for the duration of the Contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People's Republic of China.
  2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
4. If AMBERLY'S PLACE becomes aware during the term of the Contract that it is not in compliance with the above certification, the company shall notify the City within five business days after becoming aware of the noncompliance. If AMBERLY'S PLACE does not provide the City with a written certification that AMBERLY'S PLACE has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

**G. Business License:** AMBERLY'S PLACE shall obtain and maintain a San Luis, Arizona Business License.

## **VII. GENERAL CONDITIONS**

- A. Notices:** Any business communications in connection with this Contract may be provided by email. All legal notices or demands related to this Contract must be provided in writing and sent to the receiving Party at the address in the first paragraph of this Contract. All notices to be given under this Contract by either Party to the other shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or by U.S. Postal service method that requires the recipient's signature or by process service. Notice of change of address shall be delivered in like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.
- B. Binding on Successors:** The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.
- C. Disputes:** The Parties agree that, in the event of any dispute arising out of or relating to this Contract, they will first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations, the Parties agree to submit the dispute to mediation under the rules of a recognized alternative dispute resolution provider mutually agreed upon by the Parties. The Parties further agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute."
- D. Governing Law:** This Contract shall be governed by the laws of the State of Arizona as to validity, interpretation, performance, and choice of law.
- E. Venue:** Any and all suits for any and every breach of this Contract or other judicial proceedings for the enforcement or interpretation of this Contract shall be instituted and maintained in any court of competent jurisdiction in the County of Yuma, State of Arizona.

- F. Attorney Fees and Costs:** If any action or suit is brought for failure to observe any of the terms, covenants, or provisions of this Contract, the prevailing Party shall be entitled to recover all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees, as part of such action or proceeding. All such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.
- G. Waiver:** The failure of either Party to insist upon strict performance of any of the provisions of this Contract, or to exercise any of the rights or remedies provided by this Contract, or any delay in exercising any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Contract, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Contract.
- H. Severability:** If any part, term, or provision of this Contract is held to be illegal or in conflict with any law of the State of Arizona by a court of competent jurisdiction or controlling legislation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- I. Entire Agreement-Integration:** This Contract 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 Contract or specifically referred to in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified, or altered except in writing signed and endorsed by the Parties
- J. No Partnership:** Nothing in the Contract is intended or shall be construed 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.
- K. Time is of the Essence:** Time is of the essence in this Contract. Unless otherwise specifically provided in this Contract, any consent to delay in the performance of AMBERLY'S PLACE of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.
- L. Force Majeure:** If AMBERLY'S PLACE or CITY are prevented or materially restricted from performing any of their obligations under this Contract by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. *Force majeure* includes, but is not limited to, acts of God, extreme weather events, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or

military authority, wars, or material changes in applicable business laws or regulations, public health emergencies, epidemics, or pandemics.

**M. Authority:** The undersigned represent to each other that they have full power and authority to enter into this Contract and that all necessary actions have been taken to give full force and effect to this Contract.

**N. Headings:** The descriptive headings of the paragraphs of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of this Contract.

**O. Counterparts:** This Contract may be executed in counterparts, any of which shall be deemed to be original.

**P. Ratification:** Acts taken pursuant to this Contract but prior to its execution are hereby ratified and confirmed.

*[intentionlly left blank. Signature page follows.]*

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective Parties. The Parties have executed this Agreement in Yuma County, Arizona, on the date written above, which is the date of the last Party to sign.

**City of San Luis, Arizona,  
an Arizona municipal corporation**

\_\_\_\_\_  
Nieves Riedel, Mayor

Date: \_\_\_\_\_

**Attest:**

**Approved As to Form:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Amberly's Place,  
an Arizona nonprofit corporation**

\_\_\_\_\_  
Tori Bourguignon, Executive Director

Date: \_\_\_\_\_