

# **SAN DIEGO FAMILY JUSTICE CENTER**

## **PARTNERSHIP AGREEMENT**

### **INTRODUCTION**

The San Diego Family Justice Center (“FJC”) is a new public safety initiative launched by the City of San Diego (“City”). The FJC is designed to bring together under one roof over 100 domestic violence professionals in a collaborative effort to provide domestic violence victims and children greater support and accessibility to services and resources. This collaborative effort will make the entire process of reporting domestic violence less intimidating and more efficient for everyone involved.

### **INTENT**

Within five years, the FJC plans to offer comprehensive medical, legal and counseling services to victims and children. In the near future, the FJC will provide links to Juvenile, Family and Criminal courts as well as access to advocates, the Kids-In-Court program and other on-site professionals, including child protective services workers, probation, parole and border patrol officers.

Working in a synergistic fashion, the partnership of professionals at the FJC seeks to reduce child abuse and domestic violence incidents, recidivism and homicides in San Diego. The pursuit of justice will be better served and the cycle of violence more easily broken by the increased proficiency of police investigations and criminal prosecutions resulting from this initiative.

### **PURPOSE**

This Partnership Agreement (“Agreement”) sets forth the basic terms under which \_\_\_\_\_ (name of agency) (“Participating Partner”) will voluntarily provide services to and participate in the FJC, consistent with the goals and objectives stated herein and in the Family Justice Center Operations Manual, attached hereto as Exhibit 1 (“Operations Manual”).

### **TERMS**

#### **A. CITY OBLIGATIONS.**

The City agrees to provide the Participating Partner the following at no cost to the Participating Partner, except as specifically provided herein:

1. Work space on the 7th floor of the FJC as designated by the City (“Premises”). The Premises will include an assigned work area, use of office furniture, a telephone and utilities;
2. Use of the facilities on the 7<sup>th</sup> floor include the waiting rooms, interview rooms, kitchen area and the reception area;
3. Access to a photocopy machine and a fax machine for necessary and reasonable use;

## B. PARTICIPATING PARTNER OBLIGATIONS.

Participating Partner agrees to:

1. Provide the following services at the FJC to victims of domestic violence as reasonably necessary or appropriate: \_\_\_\_\_;
2. Assign at least one employee, volunteer or contractor to work at the FJC on days and during hours as agreed in writing by the parties;
3. Notify the FJC Project Manager in writing and obtain authorization before introducing any hazardous substances, other than nominal amounts as are normal and customary for general office use, to the premises;
4. Make arrangements for and pay all parking and office supply expenses at the FJC for its employees, volunteers, contractors and invitees (but not including victims receiving services at the FJC). The City will assist in making arrangements for necessary parking at the FJC;
5. Abide by the rules and regulations set forth in the Operations Manual;
6. Provide a completed background information sheet (attached hereto as Exhibit 2) for all personnel who may be assigned to work at the FJC. The completed information sheet(s) must be provided prior to the assigned person participating at the FJC to allow the San Diego Police Department to conduct a limited criminal history check;
7. Participate in Steering Committee meetings and daily morning meetings as set forth in the Operations Manual and as designated by the Site Committee;
8. Indemnify and hold harmless the City, its officers, employees and agents, from and against all liability, damages, expenses or costs of any kind arising from the negligence or misconduct of the Participating Partner's personnel, employees, invitees, volunteers or contractors;
9. Provide any necessary reasonable modifications and/or effective communication to recipients of their services. The Participating Partner shall be responsible for compliance with the Americans with Disabilities Act and California accessibility laws in the operation of its service(s). The Participating Partner will be responsible only for those architectural barriers created by it. The City will be responsible for any architectural barriers on the 2<sup>nd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> floors of the FJC which are outside of the Participating Partner's work space; and
10. Provide interpreter services, when necessary to communicate with its clients, and also to pay its fair share of interpreter services if the Participating Partner uses an interpreter paid for by the City. Participating Partner may avail itself of any of the free interpreter services available at the FJC.

## C. OTHER PROVISIONS.

The parties further agree as follows:

1. The participation of the Participating Partner at the FJC does not create any employment, tenancy or agency relationship between the City and the Participating Partner or any of its officers, employees, volunteers, agents or contractors;

2. The City may unilaterally terminate this Agreement upon 60 days written notice, or less time if the Site Committee finds that extraordinary circumstances exist requiring immediate termination of Participating Partner's activities at the FJC;
3. Participating Partner may terminate this Agreement upon 60 days written notice to the City;
4. Upon termination of this Agreement, the Participating Partner shall promptly surrender the Premises in a broom-clean condition and shall remove all items other than property owned by the City. Participating Partner shall repair or be liable for the costs of any damage caused to the FJC by its personnel, employees, volunteers, agents or contractors;
5. Participating Partner shall obtain a Comprehensive General Liability (CGL) Policy with limits of \$1 million dollars per occurrence and an aggregate limit of \$2 million dollars. The City, its officers and employees shall be named as additional insureds on the policy and a certificate evidencing such coverage shall be provided prior to joining the FJC. The insurance carrier shall be licensed in the State of California and have an A.M. Best rating of A;
6. Any licensed professional shall provide evidence of Professional Liability Insurance with limits of \$1 million dollars; and
7. The City shall have the right to enter and inspect the Premises, and to change the assigned Premises as is necessary with no less than 5 days notice to the Participating Partner.

The above stated conditions are understood and agreed upon by the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of San Diego

Dated: \_\_\_\_\_

\_\_\_\_\_  
For Participating Partner

Approved as to form and legality:

Dated: \_\_\_\_\_

\_\_\_\_\_  
San Diego City Attorney