

AGREEMENT

THIS AGREEMENT made and entered into this 21st day of February, 2015 by and between Alexandra House and the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City"

WITNESSETH:

WHEREAS, Alexandra House is a non-profit corporation which provides direct service and systems advocacy to victims of domestic and sexual assault and their families in the City of Coon Rapids including criminal and civil court advocacy, crisis intervention, support, general advocacy, referral and education; 24 hour emergency shelter; collaboration with police and prosecution on behalf of victims of domestic and sexual assault;

WHEREAS, Alexandra House is the only shelter within Anoka County that provides these services; and

WHEREAS, Alexandra House provides assistance to the Police Department and the City in the area of public safety; and

WHEREAS, collaboration and cooperation between the City and Alexandra House in providing services is beneficial to both parties as well as the citizens of Coon Rapids and victims of domestic and sexual assault; and

WHEREAS, Alexandra House desires financial support for its services; and

WHEREAS, the parties have entered into this Agreement to outline the scope and limitations of the collaboration between the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. While recognizing that the Alexandra House advocacy and shelter services are apart from services provided by the City, the city recognizes the value of these advocacy and shelter services to its citizens. Accordingly the City will compensate Alexandra House the sum Ten Thousand (\$10,000) Dollars in 2015 payable in one payment upon a receipt of an invoice from Alexandra House;
2. Nothing in this Agreement is intended to create an agency relationship between Alexandra House and the City or an agency or employment agreement between the City and any advocate employed by Alexandra House;
3. The advocacy and shelter services provided by Alexandra House are separate from those services provided by the City of Coon Rapids. No Alexandra House employee (including an advocate) will be considered to be (and may not represent that they are) an employee, representative or agent of the City and will not act for or on behalf of the City. The

advocate, as an employee of Alexandra House, is subject to the exclusive control and direction of Alexandra House. In addition, Alexandra House will retain control over the equipment, supplies, operations, material, files, data or other information collected or utilized by Alexandra House or its advocate(s) in providing these services;

4. The City of Coon Rapids or its officers, employees, representative or agents will not have authority to direct or assign Alexandra House employees (including advocate(s)) or representatives or to access files, data or other information without the consent of the advocate(s) or Alexandra House;
5. Alexandra House, its officers, employees (including advocates), representative and agents will not have authority to direct or assign City employees or representatives or to access files, data or other information without the consent of the City;
6. As an independent service provider, Alexandra House agrees to hold harmless and indemnify the City from all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being injured or damaged as a result of any advocacy services performed within or on any cases arising from the City of Coon Rapids.
7. Either the Alexandra House or the City may terminate this agreement upon thirty (30) days prior written notice to the other party without cause.

(Signatures continued on the following page)

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date and year first above written.

ALEXNDRA HOUSE

By: _____

Connie Moore, Executive Director

CITY OF COON RAPIDS

By: _____

Jerry Koch, Mayor

By: _____

Steve Gatlin, City Manager