

The Center for Violence-Free Relationships

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7881

THIS FIRST AMENDMENT to that Agreement for Services #7881 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and The Center for Violence-Free Relationships, a nonprofit public benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 344 Placerville Drive, Suite 11, Placerville, California 95667 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide the equivalent of one (1) full-time Victim Advocate to work specifically with the Project Attorney assigned to the Adult Sexual Assault/Aggravated Domestic Violence Program for the District Attorney's Office, pursuant to Agreement for Services #7881, dated October 24, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for one (1) additional year, to December 31, 2025, amending **ARTICLE II, Term**;

WHEREAS, County and Contractor have entered into an Operational Agreement effective October 24, 2023 and have mutually agreed to extend said agreement through December 31, 2025, thus extending the provisions provided under the Operational Agreement, and adding **Exhibit A-1, Extended Operational Agreement**;

WHEREAS, the parties hereto have mutually agreed to extend the billing rates through December 31, 2025, and increase the not-to-exceed amount of the Agreement by \$79,864, for a new total not-to-exceed amount of \$159,728, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace a specific Article and a paragraph to an Article to include updated contract provisions, adding **Exhibit B-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #7881 on the following terms and conditions:

- I. Exhibit A, Operational Agreement**, is amended to include **Exhibit A-1**, marked "**Extended Operational Agreement**," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.

II. ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2024, through December 31, 2025, as amended.

III. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

The billing rate for advocacy services shall not exceed \$6,512 per month. County will also reimburse up to \$1,000 for grant program related training costs during the period of January 1, 2024, through December 31, 2025, including but not limited to, registration fees, mileage, and meal reimbursement. Reimbursements shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

County will also reimburse up to \$60 per month for a mobile phone stipend and data allowance for the Victim Advocate during the period of January 1, 2024, through December 31, 2025. The mobile phone stipend and data allowance are to ensure the swift facilitation of the on-line victim application process while in the field. Requests for reimbursement shall be made monthly and shall be itemized on the monthly invoice. No back-up shall be required for the reimbursement of the mobile phone stipend or data allowance.

Notwithstanding any other provision of this Agreement to the contrary, payments to Contractor for travel, lodging, per diem, and mileage expenses, if applicable, for Contractor's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Contractor are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are approved in advance by County's Contract Administrator or designee.

The total amount of this Agreement shall not exceed \$159,728, as amended, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn.: Lisette Suder
Assistant District Attorney

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

IV. The following Article of the Agreement is fully replaced in its entirety to read as follows:

ARTICLE XIII

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
 - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
 - b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
 - c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 - c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of

termination set forth in such Notice of Termination, unless the Notice directs otherwise.

V. ARTICLE XX, Conflict of Interest, last paragraph is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," and Exhibit B-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #7881 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7881 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 11-12-24

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Dawson

Dated: 11-12-24

Deputy Clerk

**--THE CENTER FOR
VIOLENCE-FREE RELATIONSHIPS--**

By: 
Matt Huckabay (Sep 4, 2024 09:23 PDT)

Dated: 09/04/2024

Matthew Huckabay
Executive Officer
"Contractor"

By: 
Joel Abueg (Sep 3, 2024 14:59 PDT)

Dated: 09/03/2024

Joel Abueg
Technical Officer

The Center for Violence-Free Relationships

Exhibit A-1

Extended Operational Agreement

This Operational Agreement stands as evidence that County and Contractor intend to work together toward the mutual goal of providing the maximum available assistance for victims of adult sexual assault and domestic violence crimes in El Dorado County. Both agencies believe that the implementation of the Violence Against Women Vertical Prosecution Program application, as describe herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services for the period January 1, 2024 – December 31, 2025.

County will closely coordinate with Contractor to improve the prosecution of Adult Sexual Assault and Aggravated Domestic Violence crimes by creating a Project team with a reduced caseload that can expeditiously investigate and vertically prosecute cases, reduce trauma to victims and enhance our services to victims.

County agrees to the following:

1. To enforce the laws regarding domestic violence and adult sexual assault in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention;
2. To provide a designated Deputy District Attorney and District Attorney Investigator to work directly with the Victim Advocate on adult sexual assault and domestic violence cases;
3. To notify Contractor through the Victim Advocate, or as necessary through the twenty-four (24) hour crisis line, whenever a domestic violence case or adult sexual assault is initiated;
4. To provide effective communication between Project team members;
5. To ensure increased collaboration between Project staff, law enforcement, County agencies, civilian agencies, and the Contractor;
6. To engage in collaborative five (5) part trainings with Contractor; and
7. To establish policies opposing pre-trial release of offenders, reducing delays between arrest and conviction, and establishing reduced caseload for Project attorney.

Contractor agrees to the following:

1. Provide the equivalent of one (1) full-time Victim Advocate to work specifically with the Project Attorney assigned to the Adult Sexual Assault/Aggravated Domestic Violence Program to ensure a collaborative effort with the Contractor. The Victim Advocate shall meet the requirements as defined by Evidence Code sec. 1035-1036.2 for sexual assault counselor and Evidence Code section 1037-1037.7 for domestic violence counselor; have a minimum of two (2) years' experience assisting victims of sexual assault and domestic violence and will have completed the California Crime Victim Assistance Association Entry Level Advocate Certification Course. The Victim Advocate will attend at least one (1) advanced advocacy training during the grant year, in addition to attending in-house trainings and the regular multidisciplinary meetings;
2. To have a Victim Advocate available twenty-four (24) hours a day to respond to a victim's need for advocacy and assistance;
3. To provide early contact and referral of resources to victims by Victim Advocate (within eight (8) hours);
4. To provide twenty-four (24) hour crisis line services, crisis intervention, individual and group counseling, legal assistance, compensation claims assistance, emergency food, clothing, shelter, advocacy and court accompaniment to domestic violence victims and their children and to adult sexual assault victims who request assistance from Contractor;
5. To ensure increased collaboration between Project staff, law enforcement, County agencies, civilian agencies, and Contractor;
6. To engage in five (5) part training with County, as appropriate; and
7. To share information regarding domestic violence and sexual assault victims with County, if appropriate and if prior written authorization has been obtained from the victim.

The primary contacts for the Operational Agreement are as follows:

County of El Dorado
District Attorney
778 Pacific Street
Placerville, California 95667
Attn: Vern R. Pierson, District Attorney

The Center for Violence-Free Relationships
344 Placerville Drive, Suite 11
Placerville, CA 95667
Attn: Matt Huckabay, Executive Director, or Successor

The Center for Violence-Free Relationships

Exhibit B-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/04/2024

Date

The Center for Violence Free Relationships

Type or write name of company


Matt Huckabay (Sep 4, 2024 09:23 PDT)

Signature of authorized individual

Matt Huckabay

Type or write name of authorized individual