

AGREEMENT FOR SERVICES

#605-PHD0507

with

EL DORADO WOMEN'S CENTER

regarding

DOMESTIC VIOLENCE SERVICES

Amendment II

THIS AMENDMENT II to that AGREEMENT for Services #605-PHD0507 made and entered into on June 26, 2007 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and El Dorado Women's Center, a California Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, now owned and operated as The Center for Violence-Free Relationships, d.b.a. El Dorado Women's Center, whose principal place of business was 1248 Broadway, Suite C, Placerville, CA 95667 and is now 344 Placerville Drive, Suite 11, Placerville, CA 95667 (hereinafter referred to as "CONTRACTOR");

WITNESSETH

WHEREAS, El Dorado Women's Center has been engaged by County under Agreement for Services #605-PHD0507 to provide domestic violence services for the Public Health Department in accordance with Agreement for Services dated June 26, 2007, and Amendment I to that Agreement dated September 18, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, El Dorado Women's Center name has been changed to The Center for Violence-Free Relationships, effective March 27, 2008; and

WHEREAS, The Center for Violence-Free Relationships has requested that the County accept work under the Agreement for Services #605-PHD0507 and Amendment I and Amendment II to said Agreement, with El Dorado Women's Center by either The Center for Violence-Free Relationships or the d.b.a. El Dorado Women's Center to the end of the term of this Agreement for Services #650-PHD0507; and

WHEREAS, El Dorado Women's Center will remain liable for all obligations, covenants, and

conditions, and/or liabilities for services performed prior to March 27, 2008 under the terms and conditions of Agreement for Services #605-PHD0507, as approved by the Board of Supervisors and executed on June 26, 2007, Amendment I, as approved by the Board of Supervisors and executed on September 18, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, El Dorado Women’s Center, acknowledges and agrees that all existing indemnity and insurance obligations of El Dorado Women’s Center will remain in full force and effect for services performed prior to March 27, 2008 for the duration of the Agreement for Services #605-PHD0507 and Amendments I, and as thereafter required by the Agreement; and

WHEREAS, The Center for Violence-Free Relationships d.b.a. El Dorado Women’s Center will assume all Contractor’s duties, responsibilities and obligations under the terms and conditions of Agreement for Services #605-PHD0507 and Amendments I to said Agreement; and

WHEREAS, the parties hereto have determined and agreed to amend **ARTICLE X – Notice to Parties**; and

WHEREAS, County will accept this Amendment II on condition that El Dorado Women’s Center and The Center for Violence-Free Relationships, d.b.a. El Dorado Women’s Center fulfill the terms and conditions of this Amendment II to said Agreement, Amendment I to said Agreement, and the original Agreement for Services #605-PHD0507.

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from El Dorado Women’s Center to The Center for Violence-Free Relationships d.b.a. El Dorado Women’s Center effective March 27, 2008, and that The Center for Violence-Free Relationships d.b.a. El Dorado Women’s Center assumes all duties, covenants and obligations of El Dorado Women’s Center under this Agreement and is responsible for performing all services required under the Agreement for Services #605-PHD0507, as amended, effective March 27, 2008, in accordance with all terms and conditions as defined in the Agreement, and El Dorado Women’s Center shall remain liable, jointly and severally, for all work performed prior to March 27, 2008, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed as of March 27, 2008 as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #605-PHD0507 shall be amended a second time to read as follows:

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to COUNTY and CONTRACTOR:

COUNTY: Gayle Erbe-Hamlin, Director of Public Health
County of El Dorado
931 Spring Street
Placerville, CA 95667

CONTRACTOR: Lois L. Patrick, President
Center for Violence Free Relationships
Board of Directors
344 Placerville Drive, Suite 11
Placerville, CA 95667

Except as herein amended, all other parts and sections of this Agreement for Services #605-PHD0507 shall remain unchanged and in full force and effect.

DEPARTMENT HEAD CONCURRENCE

By: 
Gayle Erbe-Hamlin, Director
Public Health Department

Date: 5/22/08

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #605-PHD0507 on the dates indicated below.

COUNTY OF EL DORADO

By: _____ Date: _____
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

-- ASSIGNEE --

THE CENTER FOR VIOLENCE-FREE RELATIONSHIPS

By: _____ Date: _____
Lois L. Patrick, President
Board of Directors

By: _____ Date: _____
Mary Korkeila
Fiscal Manager

-- ASSIGNOR --

EL DORADO WOMEN'S CENTER

By: _____ Date: _____
Lois L. Patrick, President
Board of Directors

By: _____ Date: _____
Mary Korkeila
Fiscal Manager