

AGREEMENT FOR SERVICES # 477-S1511

THIS AGREEMENT is made and entered into by and between the County of El Dorado County, a political subdivision of the State of California (hereinafter referred to as "County") and The Center for Violence-Free Relationships, a California 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 and whose Agent for Service of Process is Matt Huckabay, 344 Placerville, Drive, Suite 11, Placerville, CA 95667 (hereinafter referred to as "The Center" or "Contractor").

RECITALS

WHEREAS, County has determined that there is a need for greater collaboration between the El Dorado County District Attorney's Office, law enforcement, and The Center to address the uniqueness of the situation faced by victims of domestic violence, and their children, in El Dorado County. Such collaboration is not only necessary to provide our community with an effective coordinate response to domestic violence to get victims the assistance they need in an expedited manner, but also to strengthen investigations to achieve more positive outcomes on those criminal cases that are filed.

WHEREAS, County has determined that it is imperative that the District Attorney's Office and The Center coordinate their response to domestic violence cases as each agency provides essential resources that the other agency may not offer. A coordinated response between agencies is critical within the first 48 hours when the victim is at the highest risk.

WHEREAS, The Center was formed in 1979 and has operated for more than 35 years in El Dorado County, with a long history of serving victims of domestic violence, sexual assault, dating violence, and stalking, as well as their children.

WHEREAS, County and Contractor agree that it would be beneficial to County and victim(s) to locate a Contractor employee at the District Attorney's Office to assist with victim(s) of domestic violence; and,

WHEREAS, the El Dorado County District Attorney and The Center entered into an Operational Agreement on or about December 1, 2014. (See Exhibit "A" attached hereto and incorporated herein); and,

WHEREAS, County is willing to provide a workstation for Contractor employee at the District Attorney's Main Street office location; and,

WHEREAS, Contractor Center has represented to County that its staff is specially trained, experienced, expert, and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services shall be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provision of these services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

A. Contractor shall:

1. Assign a Contractor FTE employee to work with the District Attorney's Office at a location determined by County and approved by Contractor. Said Contractor employee shall have the appropriate experience to provide adequate services to coordinate required or necessary counseling services to victims of domestic violence, and their children referred by County;
2. As appointing authority and employer of said Contractor FTE employee, Contractor shall be responsible for their selection, hiring, training, supervision, management, and termination;
3. As appointing authority and employer of said Contractor FTE employee, Contractor shall be responsible for maintaining Workers' Compensation or a self-insurance program, and will provide coverage for all other appropriate benefits covering the Contractor FTE employee assigned to the District Attorney's Office under the Agreement;
4. Direct the Contractor FTE employee to serve at District Attorney's Office during mutually acceptable times and days;
5. Provide assurance that the Contractor staff assigned to DA conforms to the same reasonable rules and regulations County employees are expected to comply with,

including but not limited to Health Insurance Portability and Accountability Act (“HIPAA”) regulations;

6. Be responsible for supervisory support and guidance to resolve any concerns arising out of Contractor FTE employee’s performance of tasks herein required;
7. Upon the request of County, immediately remove or replace Contractor staff assigned to the District Attorney’s Office.

B. County shall:

1. Provide the Contractor FTE employee with adequate office space that protects both Contractor employee and client confidentiality and safety;
2. Provide the Contractor FTE employee with appropriate furniture necessary to conduct business, i.e., desk, chair, computer with access to County applications, telephone, locking filing cabinet, guest chairs, shelving units, storage;
3. Provide the Contractor FTE employee with access to a copy machine and a fax machine;
4. Provide the Contractor FTE employee with access to the building;
5. Provide the Contractor FTE employee with access to employee restrooms and break rooms;
6. Require the Contractor FTE employee to sign the Health and Human Services Agency Confidentiality Statement attached hereto as Exhibit “A” and incorporated herein by this reference.

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover a period of January 1, 2015 through December 31, 2018, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be \$24.09 per hour.

Total amount of this Agreement shall not exceed \$50,109 per year for three years.

ARTICLE IV

Taxes: Contractor certifies that as of the date of signing this Agreement, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Taxes: Contractor certifies that as of the date of signing this Agreement, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and sub-contractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XX

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement 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 upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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.

ARTICLE XXI

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

Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
DISTRICT ATTORNEY
515 MAIN STREET
PLACERVILLE, CALIFORNIA 95667
ATTN: VERN R. PIERSON, DISTRICT ATTORNEY

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667-5321
ATTN: PAMELA KNORR, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

THE CENTER FOR VIOLENCE-FREE RELATIONSHIPS
344 PLACERVILLE DRIVE, SUITE 11
PLACERVILLE, CA 95667
ATTN: MATT HUCKABAY, DIRECTOR, OR SUCCESSOR

Or to such other location as Contractor directs.

ARTICLE XXIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "**Notice to Parties.**" Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) Any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of

Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXIX

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document

ARTICLE XXX

Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XXXI

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Christy Lillie, Program Manager, or successor.

ARTICLE XXXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXIX

Entire Agreement: This Agreement for Services # 477-S1511 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Christy Lillie
Christy Lillie
Program Manager
District Attorney's Office

Dated: 4/6/15

OPERATIONAL AGREEMENT

(See Recipient Handbook Section 4000)

This Operational Agreement stands as evidence that the El Dorado County District Attorney (EDCDA) and The Center for Violence Free Relationships (CVFR) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in El Dorado County. Both agencies believe that implementation of the Law Enforcement Specialized Units 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:

The El Dorado District Attorney (EDCDA) will closely coordinate the following services with The Center for Violence Free Relationships (CVFR) through:

- Project staff being readily available to The Center for Violence Free Relationships (CVFR) through in-person and telephone contact with one full-time District Attorney Investigator.
- The investigator will be responsible for reviewing domestic violence related reports each day involving suspects that are still in-custody and unable to post bail. The investigator will provide immediate follow-up on cases assigned to the unit and notify the Domestic Violence Counselor to provide victims with an effective coordinated response to domestic violence to get victims the assistance they need in an expedited manner.
- Regularly scheduled meetings will be held daily between DV Investigator and DV Counselor to discuss strategies, timetables and implementation of mandated services.

Specifically:

The El Dorado County District Attorney (EDCDA) agrees to the following:

1. To enforce the laws regarding domestic violence in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention;
2. To work directly with The Center for Violence Free Relationships (CVFR);
3. To notify CVFR through the full time DV Counselor, or as necessary through the 24-hour crisis line whenever a domestic violence case or adult sexual assault is initiated; and
4. To engage in collaborative five-part trainings with CVFR.
5. To develop protocols related to officer response to violations of protective orders and multi-agency response to victims of domestic violence and their children.

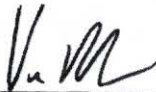
EXHIBIT "A"

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The Center for Violence Free Relationships agrees to the following:

1. To provide one full-time Domestic Violence Counselor to work specifically with the Domestic Violence DA Investigator and specialized unit to ensure a collaborative effort between law enforcement and the CVFR.
2. To provide 24-hour crisis line services, individual and group counseling, legal assistance, emergency food, clothing, shelter, advocacy and accompaniment to domestic violence victims and their children, and to adult sexual assault victims who request assistance from CVFR;
3. To engage in five-part training with EDCDA, as appropriate; and
4. To share information regarding domestic violence and sexual assault victims with the EDCDA, if appropriate and if prior written authorization has been obtained from the victim.
5. To have a domestic violence counselor available 24-hours a day to respond to a victim's need for advocacy and assistance.


We, the undersigned, as authorized representatives of the El Dorado County District Attorney and The Center for Violence Free Relationships do hereby approve this document.



Vernon R. Pierson
District Attorney, El Dorado County



Date



Matt Huckabay
Executive Director, The Center for Violence Free Relationships



Date