

The Center for Violence-Free Relationships

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #4458

THIS THIRD AMENDMENT to that Agreement for Services #4458 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 "CVFR" or "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide the equivalent of one (1) full-time Sexual Assault Counselor to work specifically with the Project Investigator assigned to the Sexual Assault Law Enforcement Specialized Unit Program, in accordance with Agreement for Services #4458, dated November 26, 2019, First Amendment to Agreement for Services #4458, dated September 22, 2020, and Second Amendment to Agreement for Services #4458, dated September 29, 2021, each 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 September 30, 2023, amending **ARTICLE II, Term**;

WHEREAS, the El Dorado County District Attorney and CVFR have entered into an Operational Agreement effective October 30, 2019 and have previously mutually agreed to extend said agreement through September 30, 2023, thus extending the provisions provided under the Operational Agreement, **Exhibit A-1, Extended Operational Agreement, Exhibit A-2, EXTENDED OPERATIONAL AGREEMENT**, and adding **Exhibit A-3, EXTENDED OPERATIONAL AGREEMENT**;

WHEREAS, the parties hereto have mutually agreed to increase the billing rate to \$5,188 per month for counseling services, extend the billing rates for counseling services, training costs, and a cell phone stipend with data allowance through the next grant cycle of October 1, 2022 through September 30, 2023, and increasing the not-to-exceed amount of the Agreement to \$243,769, amending **ARTICLE III, Compensation for Services**;

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 Third Amendment to Agreement for Services #4458 on the following terms and conditions:

- I. **Exhibit A, Operational Agreement, Exhibit A-1, Extended Operational Agreement, and Exhibit A-2, EXTENDED OPERATIONAL AGREEMENT** are amended to include **Exhibit A-3, marked "EXTENDED OPERATIONAL AGREEMENT,"** attached hereto and incorporated herein by reference. All

references to Exhibit A, Exhibit A-1, and Exhibit A-2 throughout the Agreement shall read Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

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 expire September 30, 2023, as amended, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, or Cancellation" or "Fiscal Considerations."

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 that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate for counseling services shall not exceed \$4,893.67 per month during the period of December 1, 2019 through September 30, 2021, \$4,924.25 per month during the period of October 1, 2021 through September 30, 2022, and \$5,188 per month during the period of October 1, 2022 through September 30, 2023.

County will also reimburse up to \$12,000 for grant program related training costs during the period of December 1, 2019 through September 30, 2023; of which a maximum of \$3,000 can be requested on an annual basis. Training costs include but are 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 cell phone stipend and data allowance for the Sexual Assault Counselor during the period of December 1, 2019 through September 30, 2023. The cell phone stipend and data allowance is 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 cell phone stipend or data allowance.

Total amount of this Agreement shall not exceed \$243,769, 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 and on any enclosures or backup

documentation. 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

or to such other location as County directs.

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

Except as herein amended, all other parts and sections of Agreement for Services #4458 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #4458 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Roni Parlin*

Dated: 9-13-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kyle Kuper*
Deputy Clerk

Dated: 9-13-22

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

By: *Matt Huckabay*
Matt Huckabay
Executive Director
"Contractor"

Dated: July 26, 2022

The Center for Violence-Free Relationships

Exhibit A-3

EXTENDED 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 the maximum available assistance for victims of adolescent (age 11 or older) and adult sexual assault crimes in El Dorado County. Both agencies believe that the continuation of the Sexual Assault Law Enforcement Specialized Unit (ST) Program application, as described herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for continued funding by coordinating/providing the following services for the period October 1, 2022 - September 30, 2023.

The El Dorado District Attorney (EDCDA) will closely coordinate with The Center for Violence-Free Relationships (CVFR) to improve the investigation and coordination of adolescent and adult sexual assault cases through compassionate investigative interviewing, immediate victim advocacy, training for patrol officers/first responders and the development/updating of effective protocols and practices that continue after the performance period has ended.

Specifically,

The El Dorado County District Attorney (EDCDA) 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 District Attorney Investigator to work directly with the Sexual Assault Counselor on adolescent and adult sexual assault cases;
3. To notify CVFR through the Sexual Assault Counselor, or as necessary through the 24-hour crisis line, whenever an adolescent (age 11 or older) or adult sexual assault case 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 CVFR;
6. To engage in collaborative trainings with CVFR, as appropriate; and
7. To assist with the development and/or revision of protocols for responding to adolescent and adult victims of sexual assault.

The Center for Violence-Free Relationships agrees to the following:

1. To provide one full-time Sexual Assault Counselor who meets Evidence Code requirements to work specifically with the Sexual Assault Law Enforcement Specialized Unit (ST) Program;

2. To have a Sexual Assault Counselor/Victim Advocate available 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 the Sexual Assault Counselor (within 8 hours);
4. To provide 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 CVFR;
5. To ensure increased collaboration between Project staff, law enforcement, county agencies, civilian agencies and the CVFR;
6. To collect program statistics and aid in the preparation of the bi-annual Cal OES Progress Reports and the Office on Violence Against Women (OVW) Annual Progress Report required for the ST Program;
7. To engage in collaborative training with EDCDA, as appropriate; and
8. To share information regarding adolescent and sexual assault victims with the EDCDA, if appropriate, and if prior written authorization has been obtained from the victim.

The primary contacts for the Extended 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, Director, or Successor

If selected for continued funding, the El Dorado County District Attorney and The Center for Violence-Free Relationships may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for and providing specific information concerning all non-fiscal resources shared between the agencies.

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.

V.R.P.

Vernon Pierson (Jul 28, 2022 10:53 PDT)

Vernon R. Pierson
District Attorney, El Dorado County

Date

Matt Huckabay

Matt Huckabay
Executive Director
The Center for Violence-Free Relationships

July 26, 2022

Date






PE AGMT AMD 4458 - The Center (ST)

Final Audit Report

2022-07-28

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-  Document created by Justene Cline (Justene.Cline@edcgov.us)
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