

ORIGINAL

The Center for Violence-Free Relationships

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #3370

THIS SECOND AMENDMENT to that Agreement for Services #3370 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 of Violence-Free Relationships., a 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 "The Center" or "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide the equivalent of one full-time Victim Advocate to work specifically with the Project Attorney assigned to the Adult Sexual Assault/Aggravated Domestic Violence Program, in accordance with Agreement for Services #3370, dated October 16, 2018, and First Amendment to Agreement for Services #3370, dated June 26, 2019 incorporated herein and made by reference a part hereof; and (hereinafter referred to as "Agreement");

WHEREAS, County has received additional funding from the California Governor's Office of Emergency Services for the Violence Against Women Vertical Prosecution (VV) Program for the period of July 1, 2020 through Dec 31, 2020;

WHEREAS, the El Dorado County District Attorney and The Center entered into an Operational Agreement effective July 1, 2018 and have previously mutually agreed to extend said agreement through June 30, 2021;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to extend the service term to June 30, 2021, hereby amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to include reimbursement for training costs and related expenses and a cell phone stipend with data allowance for the period of July 1, 2020 through Dec 31, 2020, 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 Second Amendment to Agreement on the following terms and conditions:

- I. **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 June 30, 2021, 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."

- II. **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, monthly 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 advocacy services shall not exceed \$6,100 per month through December 31, 2020

For the period of July 1, 2019 through December 31, 2020, County will also reimburse up to \$3,000 total for grant program related training, 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.

For the period beginning with July 1, 2019 and continuing until June 30, 2020, County will also reimburse up to \$60 per month, or \$720 annually, for a cell phone stipend and data allowance for the Victim Advocate. 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.

For the period beginning with July 1, 2020 and continuing through December 31, 2020, County will continue to reimburse up to \$60 per month, , for a cell phone stipend and data allowance for the Victim Advocate. 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, as amended, shall not exceed, \$187,080, 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 by the individual Work Orders issued 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 #3370, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #3370 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Michele Weiner
Michele Weiner
Purchasing Agent
"County"

Dated: 6/9/2020

--THE CENTER FOR
VIOLENCE-FREE RELATIONSHIPS--

By: Matt Huckabay
Matt Huckabay
Executive Director
"Contractor"

Dated: 5/12/2020