

The Center for Violence-Free Relationships

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #3370

THIS FIFTH 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 for Violence-Free Relationships, a domestic non-profit 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 El Dorado County District Attorney staff assigned to the Adult Sexual Assault/Aggravated Domestic Violence Program, in accordance with Agreement for Services #3370, dated October 16, 2018, First Amendment to Agreement for Services #3370, dated June 26, 2019, Second Amendment to Agreement for Services #3370, dated June 9, 2020, Third Amendment to Agreement for Services #3370, dated December 8, 2020 and Fourth Amendment to Agreement for Services #3370, dated December 14, 2021, incorporated herein and made by reference a part hereof; and (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of the Agreement for one (1) additional year, to June 30, 2024, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the service period for one (1) additional year, to December 31, 2023, and adding **Exhibit A-2, Operational Agreement**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the billing rate for advocacy services from \$6,100 per month to \$6,347 and increase the not-to-exceed compensation amount of the Agreement by \$79,884, for a total not-to-exceed amount of \$420,804, 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 Fifth Amendment to Agreement for Services #3370 on the following terms and conditions:

- I. **Amended Exhibit A-1, OPERATIONAL AGREEMENT**, is amended to include **Exhibit A-2, OPERATIONAL AGREEMENT**, attached hereto and incorporated herein by reference. All references to Amended Exhibit A-1 throughout the Agreement shall read Amended Exhibit A-1 and Exhibit A-2.

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 June 30, 2024, 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 that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes of this Agreement, the billing rate for victim advocate services shall not exceed \$6,100 per month for the period of July 1, 2018 through December 31, 2022, and \$6,347 per month for the period of January 1, 2023 through December 31, 2023.

For the period of July 1, 2019 through December 31, 2023 County will also reimburse up to \$12,000 for grant program related training costs; of which a maximum of \$3,000 is to be requested for training costs between July 1, 2019 through December 31, 2020; and a maximum of \$3,000 is allotted for training costs on an annual basis thereafter. 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.

For the period of July 1, 2019 through December 31, 2023 County will also reimburse up to \$60 per month, for a cell phone stipend and data allowance for the Sexual Assault Counselor. 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.

The total amount of this Agreement, as amended, shall not exceed \$420,804, 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 and time spent 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.: Vern Pierson
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 by 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 XI, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #3370, shall remain unchanged and in full force and effect.

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

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

By: *Matt Huckabay*

Matt Huckabay
Chief Executive Officer
"Contractor"

Dated: 08/31/2022

Amended Exhibit A-2

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 vulnerable adult victims of violent crimes in El Dorado County. Both agencies believe that the implementation of the Violence Against Women Vertical Prosecution Program, 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, 2023 – December 31, 2023.

The El Dorado District Attorney (EDCDA) will closely coordinate with The Center for Violence-Free Relationships (CVFR) to improve the prosecution of Violence Against Vulnerable Adult Victims 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.

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 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 CVFR through the Victim Advocate, or as necessary through the 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 CVFR;
6. To engage in collaborative trainings with CVFR; and
7. To establish or maintain policies opposing pre-trial release of offenders, reducing delays between arrest and conviction, and establishing reduced caseload for the Project attorney.

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

1. To provide one full-time Victim Advocate who meets Evidence Code requirements and who will complete the California Crime Victim Assistance Association Entry Level Advocate Certification Course to work specifically with the Violence Against Women Vertical Prosecution program;
2. To have a 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 Victim Advocate (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 engage in training with EDCDA, as appropriate; and
7. To share information from the victim regarding domestic violence 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 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 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. No matching funds will be used for this transfer of funds.