

ORIGINAL

AGREEMENT FOR SERVICES #3370 AMENDMENT I

This Amendment I 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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 344 Placerville Drive, Suite 11, Placerville, CA 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, 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, incorporated herein and made by reference a part hereof; and

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, 2019 through June 30, 2020;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to extend the service term to June 30, 2020 to align with the grant term, hereby amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement for the period of July 1, 2019 through June 30, 2020 to include reimbursement for training costs and related expenses and a cell phone stipend with data allowance, amending **ARTICLE III, Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to change the Contract Administrator from Christy Canclini, Program Manager, to James Clinchard, Assistant District Attorney, amending **ARTICLE XXV, Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #3370 shall be amended a first time as follows:

ARTICLE II is hereby 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, 2020, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, or Cancellation" or "Fiscal Considerations."

ARTICLE III is hereby 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 the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall not exceed \$6,100 per month, or \$73,200 annually.

County will also reimburse up to \$2,000 for grant program related training costs during the period of July 1, 2019 through June 30, 2020, 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.

County will also reimburse up to \$60 per month, or \$720 annually, for a cell phone stipend and data allowance for the Victim Advocate during the period of July 1, 2019 through June 30, 2020. 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 \$149,120, inclusive of all 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.

ARTICLE XXV is hereby amended in its entirety to read as follows:

ARTICLE XXV:

Administrator: The County Officer or employee with responsibility for administering this Agreement is James Clinchard, Assistant District Attorney, or successor.


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

Requesting Contract Administrator Concurrence:

By: 
James Clinchard
Assistant District Attorney
District Attorney's Office

Dated: 6/26/19

Requesting Department Head Concurrence:

By: 
Vern R. Pierson
District Attorney
District Attorney's Office

Dated: 6/21/19

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

-- COUNTY OF EL DORADO --

By: Michelle Wernke
Purchasing Agent
Chief Administrative Office
"County"

Dated: 6/26/19

-- CONTRACTOR --

THE CENTER FOR VIOLENCE-FREE RELATIONSHIPS
(A CALIFORNIA CORPORATION)

By: Matt Huckabay
Matt Huckabay
Executive Director
"Contractor"

Dated: 6-12-19

mma

Contract #3370, Amd I