

ORIGINAL

The Center for Violence-Free Relationships

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4458

THIS FIRST 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 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 (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, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the El Dorado County District Attorney and The Center have entered into an Operational Agreement effective October 30, 2019 and have previously mutually agreed to extend said agreement through September 30, 2021, thus extending the provisions provided under the Operational Agreement and adding **Exhibit A-1, Extended Operational Agreement**;

WHEREAS, the parties hereto have mutually agreed to 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, 2020 through September 30, 2021, and increasing the not-to-exceed amount of the Agreement to \$114,982, 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 First Amendment to Agreement on the following terms and conditions:

- I. **Exhibit A, Operational Agreement**, is amended to include **Exhibit A-1**, marked "**Extended Operational Agreement**," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- 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, 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 shall not exceed \$4,893.67 per month for counseling services during the period of December 1, 2019 through September 30, 2021.

County will also reimburse up to \$6,000 for grant program related training costs during the period of December 1, 2019 through September 30, 2021; of which \$3,000 is to be requested for training costs between December 1, 2019 through September 30, 2020 and \$3,000 is to be requested for training costs between October 1, 2020 through September 30, 2021. 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 (Exhibit B) 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, 2021. 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 \$114,982, 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 #4458 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4458 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: _____
Deputy Clerk

Dated: _____

--THE CENTER FOR VIOLENCE-FREE
RELATIONSHIPS--

By:  _____
Matt Huckabay
Executive Director
"Contractor"

Dated: 8-17-2020

The Center for Violence-Free Relationships

Exhibit A-1

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, 2020 - September 30, 2021.

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; 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.

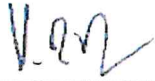
The primary contacts for the Extended Operational Agreement are as follows:

County of El Dorado
District Attorney
778 Pacific Street
Placerville, California 95667
Attn: Vern R. Pierson, District Attorney

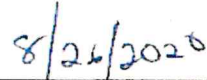
The Center for Violence-Free Relationships
344 Placerville Drive, Suite 11
Placerville, CA 95667
Attn: Matt Huckabay, Director, or Successor

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. The annual not-to-exceed amount of the agreement for this grant award period is estimated to be \$62,445. No matching funds will be used for this transfer of funds.

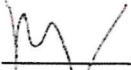
We, the undersigned, as authorized representatives of the El Dorado County District Attorney and The Center for Violence-Free Relationships do hereby approve this document.



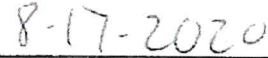
Vernon R. Pierson
District Attorney, El Dorado County



Date



Matt Huckabay
Executive Director
The Center for Violence-Free Relationships



Date

ORIGINAL

AGREEMENT FOR SERVICES 4458

THIS AGREEMENT made and entered 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 II, Placerville, CA 95667* (hereinafter referred to as "The Center" or "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary for the El Dorado County District Attorney's Office and The Center for Violence Free Relationships 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; and

WHEREAS, The Center was formed in 1979 and has operated for more than 39 years in El Dorado County, with a long history of serving child victims and witnesses of abuse; and

WHEREAS, the El Dorado County District Attorney and The Center entered into an Operational Agreement effective October 30, 2019. See Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Contractor has represented to County that it 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 be in conformity with all applicable federal, state and local laws; and


WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly

performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to

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1. Provide the equivalent of one full-time Sexual Assault Counselor to work specifically with the Project Investigator assigned to the Sexual Assault Law Enforcement Specialized Unit Program, pursuant to the provisions provided under Exhibit A, Operational Agreement, attached hereto and incorporated herein, to ensure a collaborative effort with the CVFR. The Sexual Assault Counselor shall meet the requirements as defined by Evidence Code sec. 1035.2. The Sexual Assault Counselor will attend in-house trainings and the regular multidisciplinary meetings;
 2. Have a Sexual Assault Counselor Victim Advocate available 24-hours a day to respond to a victim's need for advocacy and assistance;
 3. Provide early contact and referral of resources to victims by Sexual Assault Counselor (within 8 hours);
 4. Provide 24-hour crisis line services, crisis intervention, individual and group counseling, legal assistance, criminal justice system orientation, 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 biannual Cal OES Progress Reports and the Office on Violence Against Women (OVW) Annual Progress Report required for the ST Program;
 7. To engage in five-part training with EDCDA, as appropriate; and
 8. To share information regarding adolescent and adult sexual assault victims with the EDCDA, if appropriate, and if prior written authorization has been obtained from the victim.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire September 30, 2022, 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

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 \$4,893.67 per month for counseling services during the period of December 1, 2019 through September 30, 2020.

County will also reimburse up to \$3,000 for grant program related training costs during the period of December 1, 2019 through September 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 (Exhibit B) 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, 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 \$52,537, 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 IV

Taxes: Contractor certifies that as of today's date, 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

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

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 subContractors, 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 IX

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 X

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 XI

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 days 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 XII

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

COUNTY OF EL DORADO
District Attorney's Office
778 Pacific Street
Placerville, CA 95667
ATTN: Vern Pierson, District Attorney

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: 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 the Contractor directs.

ARTICLE XIII

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 in 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 XIV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 XV

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.
- O. 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 XVI

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 XVII

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 XVIII

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 XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

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 XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%)

percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

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 XXIII

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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

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

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XXIX

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.

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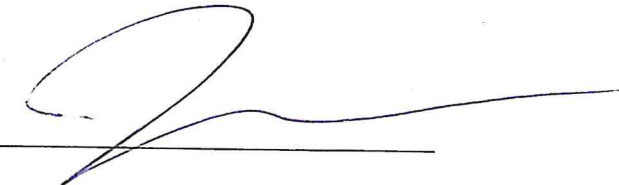
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ARTICLE XXX

Entire Agreement: This document 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: _____



James Clinchard
Assistant District Attorney
District Attorney's Office

Dated: _____

11/15/19

Requesting Department Head Concurrence:

By: _____



Vern Pierson
District Attorney
District Attorney's Office

Dated: _____

11/18/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Purchasing Agent
Chief Administrative Office
"County"

Dated: 11/26/2019

-- CONTRACTOR --

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

By: _____

Matt Huckabay
Executive Director
"Contractor"

Dated: 11/12/19

EXHIBIT A

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 implementation 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 funding, by coordinating/providing the following services for the period October 1, 2019 - September 30, 2020.

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 five-part trainings with CVFR; 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 five-part 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.

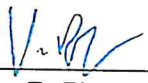
The primary contacts for the Operational Agreement are as follows:

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

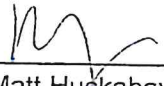
If selected for funding, the El Dorado County District Attorney and The Center for Violence Free Relationships may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for and providing specific information concerning all non-fiscal resources shared between the agencies. The annual not-to-exceed amount of the agreement for this grant award period is estimated to be \$62,445. No matching funds will be used for this transfer of funds.

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

10/30/19
Date



Matt Huckabay
Executive Director, The Center for Violence Free Relationships

10/29/19
Date

EXHIBIT B



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

| | | |
|--|-----------------------------|-------------------------------|
| Subject: Travel Expense and Reimbursement | Policy Number: | Page Number: |
| | D - 1 | 1 of 8 |
| | Date Adopted: 10/22/2019 | Effective Date: 10/22/2019 |

PURPOSE

The purpose of this policy is to establish authorized travel and business expenses as well as reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance and Claim Processing



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

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| Subject: Travel Expense and Reimbursement | Policy Number: D - 1 | Page Number: 2 of 8 |
| | Date Adopted: 10/22/2019 | Effective Date: 10/22/2019 |

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility," it is the primary responsibility of Department Heads to maintain their departments' expenditure levels within the Board-approved budget. In accordance with this responsibility, Department Heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, volunteers, contractors, and consultants subject to the provisions of this policy. The Department Head is responsible for ensuring all travel reimbursement requests comply with this policy.

1. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should they gain any undue benefit.
2. Travel shall be authorized only when the Department Head or designee determines it is in the best interest of the County.
3. County officers or employees traveling in the performance of their duties shall be reimbursed for their actual expenses and shall be reimbursed within maximum rate limits established by the Board of Supervisors.
4. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
5. Travel arrangements should be economical, practical, and reasonable considering the travel purpose, timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties as determined solely by the Department Head or designee.
6. Department Heads are responsible for ensuring all travel requests comply with California Government Code Section 11139.8.
7. Prior to December 31st of each year, the Auditor-Controller shall publish each department's travel expenses for the prior fiscal year.

II. Authorization to Travel

A. General Conditions

1. Authorization by the Department Head or designee is required for travel.

III. Transportation Expenses

A. General Conditions



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1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return. Transportation expenses may also include mileage from approved lodging to event and back.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available as determined and authorized by the Department Head or designee and taking into consideration the purpose of the travel.

B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the Department Head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.
- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the Department Head or designee. Transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal (not reimbursable) cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle when the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source.



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(d) If an employee is required to travel to a temporary work location from their place of residence, or to travel from a temporary work location to their place of residence at the end of their shift, the employee is entitled to mileage reimbursement for the amount of miles to the temporary work location from either their primary work location or residence, depending on which distance is shorter.

2. County Vehicle Transportation

- (a) Travelers using a County vehicle for traveling should to the extent possible purchase fuel using the County Fleet fueling program.
- (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the Department Head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
- (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

3. Rental Vehicle Transportation

- (a) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the Department Head or designee. Rental cars shall be refueled prior to return to the rental agency except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency or for any other purpose deemed reasonable by the Department Head or designee.
- (a) Unless otherwise approved, rental cars shall be returned to the renting location and at a time commensurate with the completion of County business.
- (b) Rental cars must be rented under the name of the authorized traveler and shall only be driven by a County employee.
- (c) The traveler shall waive additional vehicle insurance provided by the rental company.

4. Commercial Carrier Transportation

- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight



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arrangements that minimize County cost (for example, purchasing a round-trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
 - (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
 - (ii) Parking fees: Long-term parking or the least expensive parking option at an airport is preferred, understanding the Department Head or designee may make an exception as needed. Valet parking is discouraged but the Department Head or designee may approve valet parking when needed;
 - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
 - (iv) Reasonable costs for snow chain installation and removal; and
 - (v) Other actual transportation expenses determined to be reasonable and necessary by the Department Head or designee.
- (b) The following transportation expenses may not be claimed unless approved by the Department Head or designee:
 - (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
 - (ii) Repairs on non-County vehicles;
 - (iii) Mileage for personal trips while on County business;
 - (iv) Purchase cost of snow chains;
 - (v) Gratuities for taxi or rideshare services; and
 - (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the Department Head or designee.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel. In addition, when an employee from one slope of



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the County is required to spend all or part of the workday on the other slope, the employee is allowed to claim meal reimbursement subject to the provisions of section IV.A.2 of this policy.

2. Reimbursement for meals shall be made only when travel extends for a minimum of six (6) hours during the normal working day. The table below is a guide for Departments to assist in allowing meal per diem.

| Meal | Travel Begins Before | Trip Ends After |
|-----------|----------------------|-----------------|
| Breakfast | 6:00 am | 7:00 am |
| Lunch | 11:00 am | 12:00 pm |
| Dinner | 5:00 pm | 6:00 pm |

For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the Traveler departs their residence if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the Traveler departs his/her office. Reimbursement must include the travel or airfare itinerary required to substantiate two hour time before departure time and arrival time.

3. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
4. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
5. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the Department Head or designee.
6. Unless specifically approved by the Department Head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate



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meals authorized by the Department Head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.

7. A traveler may not claim reimbursement for a meal that was paid for by someone else. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

V. Lodging Expenses

- A. Travelers are eligible to claim reimbursement for lodging upon approval of the Department Head or designee. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Lodging costs may exceed the County's maximum lodging rate when necessary upon approval of the Department Head or designee.

VI. Advance Payments

Departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling. However, when this option is not available or practical, an advance may be requested.

- A. Upon request of the Department Head or designee, the Auditor may provide advance funds for estimated "out of pocket" expenses up to 100% for meals, and 75% for all other expenses.
- B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Compliance and Claim Processing

- A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

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- B. Requests for travel reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.
- C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

RESPONSIBLE DEPARTMENT

Chief Administrative Office

Auditor-Controller

DATES ISSUED AND REVISED; SUNSET DATE

| | | | |
|-------------------------|------------|-------------------------|------------|
| Issue Date: | 10/22/2019 | Sunset Review Date: | 12/31/2022 |
| Original Adoption Date: | 10/22/1987 | Previous Revision Date: | 12/13/2016 |