

**RENEWAL AND AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & YWCA MONTEREY COUNTY**

**THIS RENEWAL AND AMENDMENT No. 2** to AGREEMENT is entered by and between **YWCA MONTEREY COUNTY** hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR entered into that certain AGREEMENT for victim services with a term of July 1, 2016 through June 30, 2018 for a contract total amount of \$136,521;

**WHEREAS**, the County and CONTRACTOR entered into an AMENDMENT No. 1, dated April 18, 2018, to AGREEMENT, extending the AGREEMENT to December 31, 2019, and increasing the contract total amount to \$240,800;

**WHEREAS**, the AGREEMENT expired by its terms on December 31, 2019;

**WHEREAS**, the County and CONTRACTOR have since continued to perform under the AGREEMENT and otherwise conduct themselves as if it remained in force; and

**WHEREAS**, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect date retroactive to December 31, 2019, and to amend the AGREEMENT as provided below; and,

**WHEREAS**, the California Governor’s Office of Emergency Services (Cal OES) has provided grant funding for this Agreement in the following amounts for the following grant periods: \$65,976 for Calendar Year 2020; \$68,666 for Calendar Year 2021; \$63,727 for Calendar Year 2022; and \$62,342 for Calendar Year 2023.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree as follows:

1. The expiration of the AGREEMENT is hereby revoked and, except as expressly modified by this RENEWAL AND AMENDMENT #2, the AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety and shall be, and shall be considered to have been at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **July 1, 2016 to December 31, 2019**, unless sooner terminated pursuant to the terms of this Agreement” **and replacing it with** “The term of this Agreement is from **July 1, 2016 to December 31, 2023**, unless sooner terminated pursuant to the terms of this Agreement.”
3. Effective as of January 1, 2020 through December 31, 2020, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$240,800**” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$306,776.**”

4. Effective as of January 1, 2021 through December 31, 2021, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$306,776**” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$375,442.**”
5. Effective as of January 1, 2022 through December 31, 2022, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$375,442**” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$439,169.**”
6. Effective as of January 1, 2023 through December 31, 2023, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$439,169**” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$501,511.**”
7. This RENEWAL AND AMENDMENT No. 2 is adopted as of April 25, 2023, but the effective date of the various provisions hereof shall be such retroactive dates as are otherwise specifically provided herein.
8. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
9. A copy of this RENEWAL AND AMENDMENT No. 2 shall be attached to the original AGREEMENT, as amended.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this RENEWAL AND AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY DocuSigned by:  
*Nicholas E. Chiulos*  
2036C2A69272478...  
\_\_\_\_\_  
Nicholas E. Chiulos, Assistant County  
Administrator

Dated: 5/11/2023 | 10:13 AM PDT

*Approved as to Fiscal Provisions:* DocuSigned by:  
*Jennifer Forsyth*  
4E7E657675454AE...  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 5/11/2023 | 9:02 AM PDT

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

*Approved as to Form:* DocuSigned by:  
*Stacy Saetta*  
C0ECE1B99F444A0...  
\_\_\_\_\_  
County Counsel

Dated: 5/10/2023 | 5:17 PM PDT

CONTRACTOR DocuSigned by:  
*Christine Duncan*  
1A43FA8C0CF14E4...  
\_\_\_\_\_  
By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Christine Duncan, CEO/Chair  
Printed Name and Title

Dated: 5/10/2023 | 4:21 PM PDT

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & YWCA MONTEREY COUNTY

**THIS AMENDMENT** is made to the STANDARD AGREEMENT for the provision of victim services by and between **YWCA MONTEREY COUNTY**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County’s exercise of the option to extend for one (1.5) additional year.


**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from 7/1/2016 to 6/30/2018, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from 7/1/2016 to 12/30/2019, unless sooner terminated pursuant to the terms of this Agreement”.
2. **Paragraph 2, “PAYMENT PROVISIONS”, shall be amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$136,521”, and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$240,800”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated June 7, 2017.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Manny Gonzalez, Assistant County Administrator

Dated: 4/23/18

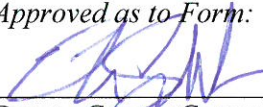
Approved as to Fiscal Provisions:  
  
Deputy Auditor/Controller

Dated: 5-2-18

Approved as to Liability Provisions:

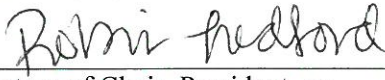
Risk Management

Dated:

Approved as to Form:  
  
Deputy County Counsel


Dated: 5/2/18

CONTRACTOR

By:   
Signature of Chair, President, or Vice-President

Robin Ledford (formerly Kerr), Executive Director  
Printed Name and Title

Dated: 4/23/18

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Krista Hanni, Board President  
Printed Name and Title

Dated: 4/23/18

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
YWCA Monterey County  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** Legal advocacy services such as restraining orders provided by legal advocates and counseling services to victims of domestic violence, manage, maintain and report data on services provided.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 136,521.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from 7/1/2016 to 6/30/2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

1. Provide quarterly data reports for services provided with corresponding billing invoices
2. Provide legal advocacy services such as restraining orders provided by legal advocates and counseling services to victims of domestic violence

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to



the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance,** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance,** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Manny González, Assistant County Administrator	Robin Leppo Kerr
Name and Title	Name and Title
168 West Alisal Street, Third Floor Salinas, CA 93901	236 Monterey Street Salinas, CA 93901
Address	Address
831-755-5820	831-422-8602
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

Date: 6/13/17

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: [Signature]  
County Counsel

Date: 6-7-17

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 6-7-17

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

By: \_\_\_\_\_  
YWCA Monterey County  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or  
Vice-President)\*

Romin Kerr, Executive Director  
Name and Title

Date: 5/23/17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**Monterey County**  
**EXHIBIT A**  
**SCOPE OF WORK**  
**YWCA of Monterey County**

The Monterey County Administrative Office, Office of Community Engagement and Strategic Advocacy (COUNTY) and the YWCA of Monterey County intend to work together towards the mutual goal of providing maximum available assistance for victims of crime residing in Monterey County. This will be accomplished through continued funding of the Monterey County Victim Services Project through grant funding obtained through the California Office of Emergency Services Victims of Crime Act grant (Cal OES grant funds or grant funding). Each agency hereby agrees to participate and follow the responsibilities and requirements as set forth in the grant funding award and as follows:

**Responsibilities of the YWCA of Monterey County:**

1. Legal Advocacy and Counseling Services: Provide legal advocacy services such as restraining orders provided by legal advocates (not by licensed attorneys) and counseling services to victims of domestic violence.
2. Invoicing: YWCA of Monterey County will invoice COUNTY once services have been provided.
3. YWCA of Monterey County Will Be Available for Meetings: YWCA of Monterey County will be available for Grantee meetings with COUNTY on an as needed basis to discuss strategies, time tables and implementation of mandated services.
4. Communicate with and Provide Any and All Required Documentation to COUNTY: Communicate regularly with COUNTY regarding services and provide all required and requested grant funding requirements.
5. Conflict of Interest Code: YWCA of Monterey County will have an established conflict of interest code.
6. Comply with Federal and State Civil Rights Laws: YWCA of Monterey County will comply with Federal and State Civil Rights laws pertaining to discrimination, harassment, pregnancy, disability rights, etc.
7. Assist COUNTY to Fill Out an Assurance of Compliance form: Pursuant to grant funding requirements, COUNTY must fill out an assurance of compliance certification form and send such form to the U.S. Department of Justice and a copy to Cal OES. YWCA of Monterey County agrees to supply all information or documentation necessary to enable COUNTY to complete the form and send it in on time.
8. YWCA of Monterey County Must Have an Equal Opportunity Plan on File: Pursuant to the requirements for grant funding, subrecipients of grant funding must have an Equal Opportunity Plan (EEO) on file in their office for possible audit by Cal OES or the U.S. Department of Justice, Office of Civil Rights (OCR), Office of Justice Programs.



9. YWCA of Monterey County and COUNTY will each certify they have a drug-free workplace:  
Each will establish a drug-free awareness program pursuant to Government Code Section 8355, including requiring employees receive a notification of the drug-free workplace as a condition of employment and the employee shall notify the employer of a drug related conviction and employer shall report back to COUNTY and COUNTY shall report back to the US Dept. of Justice.
10. Certify Compliance with CEQA: Certify that their project is compliant with the Public Resources Code 21000 et. seq. (California Environmental Quality Act or CEQA). Comply with the requirements, or fall into an exception spelled out in the 2017 Subrecipient Handbook.
11. No Lobbying: YWCA of Monterey County and COUNTY agree funds will not be used for lobbying purposes.
12. Adherence to Executive Order 12549: YWCA of Monterey County and COUNTY agree to adhere to Executive Order 12549, Debarment and Suspension, which states that they have not been suspended or debarred from participating in federal grants.
13. Fidelity Bond: The Fidelity Bond protects public funds by assuring reimbursement to Cal OES if grant sub-awards are stolen or otherwise misappropriated by officials and/or employees. Community Based Organizations and American Indian Organizations are required to obtain a Fidelity Bond or an equivalent employee dishonesty insurance contract. Community Based Organizations sponsored by state or local units of governments may submit documentation indicating sponsorship in lieu of the bond unless it was specifically required in the terms of the program.
14. Allowed and Not Allowed Use of Grant Monies: YWCA of Monterey County will work within the guidelines of the Subrecipient Handbook for compliance with using grant monies for salaries, benefits, overtime or other operating costs (including but not limited to using grant funds for emergency funds, travel expenses, consultant services, and management services). Grants monies cannot be used for retainer fees, bonuses/commissions, lobbying, fundraising, real property improvements, interest charges, fees or penalties, food/drink, weapons/ammunition, dues/licenses or fees, depreciation charges, equipment as set forth in the 2017 Subrecipient handbook. For allowable purchases or for services, see Subrecipient Handbook for RFP and other guidelines. See Subrecipient Handbook for guidelines related to Operational Agreements, if applicable.
15. Original Publications or Patents: Activities supported in part or in whole with grant funds that produce original publications, the project must notify Cal OES sixty days in advance of any intended publication. Publications include brochures, videos, posters, DVD/CD, or other multi-media materials (does not include information published solely on a project's website). All other rules and guidelines related to publications must be followed as set forth in the 2017 Subrecipient Handbook.
16. Comply with Expenditure Reporting and Requests for Funds: YWCA of Monterey County will comply with all monthly requirements for Reporting Expenditures and Requests for Funds

documents. Claimed expenses must be grant related and incurred during the grant period. YWCA of Monterey County will comply with all final reports for expenditures and requests for funds.

17. Audit: YWCA of Monterey County and COUNTY will comply with all audit requirements or field reviews or performance site visit assessments or monitoring requests.
18. Records Retention: YWCA of Monterey County and COUNTY will retain all grant records for three years from the end of the award period. YWCA of Monterey County and COUNTY will each comply with documentation requirements as set forth in the 2017 Subrecipient Handbook.

**The Monterey County Administrative Office, Office of Community Engagement and Strategic Advocacy (COUNTY) will:**

1. Provide Funding from the Grant: Allocate and provide a total of **\$136,521** in CalOES grant funding to YWCA of Monterey County for providing legal services by legal advocates and counseling services to victims of domestic violence.
2. Distribution of Funds: Said funds will be disbursed on a quarterly basis upon presentation and verification of receipts, or other proof of expenditures and upon receipt of grant funding reimbursement.
3. Coordination of Meetings: Coordinate grantee meetings between the COUNTY and YWCA of Monterey County on an as needed basis to discuss strategies, time tables, implementation of mandated services and required documentation.
4. Communicate with YWCA of Monterey County: Communicate regularly with the Executive Director of YWCA of Monterey County regarding services provided with support from grant funds and provide requested and required documentation for grant funding.
5. Accounting System and Structure: COUNTY will establish and maintain an adequate accounting and internal administrative control system. Matched funds and expenditures will be identified in accounting records. All other accounting, general ledger and match requirements and project income, as stated in the 2017 Subrecipient Handbook, will be followed.