

**Memorandum of Agreement
Between the
County of Monterey
And the
YOUNG WOMEN’S CHRISTIAN ASSOCIATION MONTEREY COUNTY**

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter “COUNTY”), and **The Young Women’s Christian Association (YWCA) Monterey County** (hereinafter “VENDOR”).

1.0 Background: The Young Women’s Christian Association (YWCA) Monterey County and the County of Monterey (“County”), on behalf of the County of Monterey’s Health Department Sexual Assault Response Team (“SART”) Program, intend to work together toward the mutual goal of providing maximum available assistance for adolescent and adult victims of domestic violence (DV) residing in Monterey County. Both agencies believe that participation in the DV/Strangulation Exam Pilot Project, will further this goal. To this end, each party agrees to participate in the program, if implemented, by coordinating/providing the services described below:

2.0 Term: This AGREEMENT will be retroactive to **October 1, 2023, through December 31, 2023**. This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT with thirty (30) days advance written notice.

3.0 Notices: Notices to the parties in connection with this AGREEMENT shall be given by email as follows:

County of Monterey Health Dept.
Faye Maja Bates, Sexual Assault Response
Team (SART) Coordinator
Telephone: (831)755-4562
E-mail: batesfm@co.monterey.ca.us

The YWCA Monterey County
Christine Duncan, CEO
Telephone: (831)422-8602
E-mail: cduncan@ywcamc.org

4.0 COUNTY Responsibilities:

- Conducting a forensic medical examination for victims of domestic violence who report strangulation
- Ensuring the evidence collected during the exam is picked up by the appropriate law enforcement agency
- Providing expert witness testimony in court

5.0 VENDOR Responsibilities:

- Crisis intervention, in-person counseling, and follow-up services
- Accompaniment and advocacy services Monday -Friday 9 am-5 pm
- Information and referral services
- 24-hour crisis line staffed by certified DV advocates
- Community education programs and cross-training with other DV MDT members
- Availability of YWCA DV Advocates to attend DV forensic exams during normal business hours as scheduled
- Participation by agency representatives at DV coalition meetings and at cross-training regarding DV exam protocols
- Monthly meetings between YWCA representatives and the SART Coordinator to discuss strategies, timetables, and implementation of mandated services

6.1 Mutual Indemnification: COUNTY hereby agrees to indemnify, defend, and save harmless AUSD and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this Agreement.

6.2 VENDOR hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death incurred by reason of any act or failure to act by VENDOR officers, agents and employees in connection with the performance of this Agreement.

6.3 Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey
1270 Natividad Road
Salinas, CA. 93906

The YWCA Monterey County
11 Qual Run Circle, Suite 203
Salinas, CA. 93907

7.0 Fiscal Provisions: There is no exchange of funds between parties associated with this Agreement.

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*****SIGNATURE PAGE TO FOLLOW **

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows.

County of Monterey

By: _____
Elsa Jimenez, Director of Health Services

Date: _____

By: _____
Contracts/Purchasing

Date: _____

The YWCA Monterey County

DocuSigned by:
Christine Duncan
By: _____
Christine Duncan, CEO

Date: 10/19/2023 | 10:06 AM PDT

DocuSigned by:
Georgina Mendoza Mc Dowell
By: _____
Georgina Mendoza Mc Dowell,
Interim Board Chair

Date: 10/19/2023 | 9:54 AM PDT

Approved as to Form:

DocuSigned by:
Stacy Saetta
By: _____
Deputy County Counsel

Date: 10/24/2023 | 10:11 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
By: _____
Auditor/Controller

Date: 10/24/2023 | 11:03 AM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____