

**AGREEMENT BETWEEN
SISKIYOU DOMESTIC VIOLENCE & CRISIS CENTER
AND
COUNTY OF SISKIYOU**

THIS AGREEMENT, made and entered into this 20th day of October 2015, by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California, and hereinafter referred to as "COUNTY" and **SISKIYOU DOMESTIC VIOLENCE & CRISIS CENTER**, a program for domestic violence, hereinafter referred to as "PROGRAM".

W I T N E S S E T H

WHEREAS, within the County of Siskiyou, there are a number of individuals who are currently being physically abused by persons with whom they reside; and

WHEREAS, pursuant to Penal Code Section 1203.097(a)(5), any person granted probation for a crime of domestic violence is ordered to pay a minimum of Five Hundred Dollars (\$500.00) (unless said payment is reduced or waived by the court), two-thirds (2/3) of which payment is deposited with the County treasurer for the deposit in the domestic violence programs special fund; and

WHEREAS, pursuant to Welfare and Institutions Code Sections 18290 et. seq., the California Legislature has determined that shelters for domestic violence shall be reimbursed through a fee on marriage licenses; and

WHEREAS, Siskiyou County needs a crisis intervention shelter care service for persons who are victims of domestic violence; and

WHEREAS, Siskiyou County issued a Request for Qualifications, pursuant to Welfare and Institution Code Section 18294, which also included distribution of the Battered Women's Shelter agency fund, pursuant to PC Section 1203.097(a) (11), and

WHEREAS, Siskiyou County Siskiyou Domestic Violence & Crisis Center program is equipped and staffed to provide services to those persons who are victims of domestic violence and who meet all of the requirements of Welfare and Institutions Code Sections 18290 et. seq.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. DURATION OF AGREEMENT: The term of this agreement shall cover the period from **July 1, 2015** through **June 30, 2020**.
2. SCOPE OF SERVICES:

- a. PROGRAM shall operate a crisis intervention community service facility primarily for the use of victims of domestic violence and their children.
- b. PROGRAM agrees to operate a shelter for victims of domestic violence and their children on a 24-hour per day, seven days a week basis.
- c. PROGRAM agrees to establish and maintain a 24-hour per day, seven days a week, telephone crisis intervention line. This line will be available to victims of domestic violence and others who are seeking counseling or other services as an alternative to domestic violence.
- d. PROGRAM will provide direct services to residents of the shelter, including referral for medical assistance, peer counseling assistance and any other services required immediately by the victim of domestic violence and/or their children.
- e. PROGRAM will provide supportive services to residents of the shelter, including referral for legal information and any other type of advocacy and services required by the unique circumstance of the particular resident and/or their children.
- f. PROGRAM will assist with transportation service for any victim of domestic violence and their children who are unable to reach the shelter on their own.
- g. In addition, the above-identified items, PROGRAM will provide or cause to be provided the following:
 - (1) Referral for medical services, both emergency and follow-up in those cases where the victim of domestic violence and/or their children require assistance relative to the physical trauma associated with physical abuse.
 - (2) Assistance to provide the victims of domestic violence and/or their children with incidentals and other items required to remain away from home for the period required.
 - (3) Referral for legal information for the safety of the victims of domestic violence and their children.
- h. PROGRAM agrees to maintain the following specific services on a 24-hour day, seven day week basis:
 - (1) Shelter on a 24-hour, seven day week basis.
 - (2) A 24-hour day, seven day week telephone hotline for crisis calls.

- (3) Temporary housing and food facilities.
- (4) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
- (5) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
- (6) Arrangements for school-age children to continue their education during their stay at the shelter.
- (8) Emergency transportation to the shelter and when appropriate, arrangements with local law enforcement for assistance in providing such transportation.
- i. In addition to all services identified in this agreement to the extent possible and in conjunction with already existing services, PROGRAM shall provide a method of obtaining the following services for victims of domestic violence:
 - (1) Medical care.
 - (2) Legal assistance.
 - (3) Psychological support and counseling.
 - (4) Information regarding re-education, marriage, and family counseling, job counseling and training programs, housing referrals and other available social services.

- 3. SUPERVISION OF SERVICES: All services offered by PROGRAM shall be under the general supervision and control of the Director of PROGRAM and the Board of Directors of PROGRAM and shall permit such Director to supervise and specify the kind, quality and amount of the services and criteria for determining the persons to be served.

- 4. ELIGIBILITY FOR SERVICES: All residents of COUNTY, who are in need of the services of PROGRAM, are eligible for said services at the discretion of the Director of PROGRAM and the Board of Directors of PROGRAM.

- a. To have available to the public a written statement of admission policies which shall include a provision that persons are accepted for service without discrimination on the basis of race, color, religion, national origin, age, ancestry, sex or handicap.
- b. Not to employ discriminatory practices in admission of clients, employment of personnel, or in any other aspect on the basis of race, color,

religion, national origin, ancestry, age, sex or handicap.

5. FUNDING TO BE PROVIDED:

- a. COUNTY shall pay to PROGRAM, on a quarterly basis, those funds derived from an additional fee placed on marriage licenses pursuant to Government Code Section 26840.8. Pursuant to Welfare and Institutions Code Section 18305 the PROGRAM shall receive from each marriage license fee paid **TWENTY-THREE DOLLARS AND NO CENTS (\$23.00), less 8%** of the administrative cost of identifying and disbursing the fees; thus, the maximum payment to PROGRAM via this agreement is **TWENTY-ONE DOLLARS AND SIXTEEN CENTS (\$21.16)** per marriage license issued in Siskiyou County. Payment by COUNTY to PROGRAM is limited to the actual number of marriage licenses issued and paid for in the County of Siskiyou. COUNTY makes no guarantee as to the number of licenses which will be issued, nor as to payment to PROGRAM as a result of marriage licenses issued by the County of Siskiyou.
- b. County shall pay to PROGRAM on a quarterly basis those funds deposited in the Siskiyou County Treasury derived from any person granted probation for a crime of domestic violence, who is ordered to pay a minimum of a Five Hundred Dollars (\$500.00) fee (unless said payment is reduced or waived by the courts) pursuant to Penal Code Section 1203.097(a)(5) and those fees deposited in the Siskiyou County. This fund, less 8% for administrative costs, will be allocated out based on actual collection of fees.

The estimated quarterly payments for Sections a & b is Two Thousand Five Hundred Dollars (\$2,500.00) per quarter, or Ten Thousand Dollars (\$10,000) per fiscal year.

- c. County shall pay to PROGRAM, Pursuant to PC Section 1203.097(a)(11) from the Battered Women's Shelter agency fund. This fund is established based on the courts imposing additional conditions on a probationer, such as a mandatory payment to this fund, up to \$5,000.00. County shall pay PROGRAM an amount of Three Thousand Dollars (\$3,000.00) a quarter or Twelve Thousand Dollars (\$12,000.00) per fiscal year, subject to availability of funding.

6. STAFFING: PROGRAM agrees that staffing of the program will include one (1) full-time paid position. During the term of this agreement, PROGRAM agrees to maintain the following full-time paid position:

- a. Executive Director.

To the extent possible, PROGRAM further agrees to maintain staffing in the shelter facility at all times during which there are clients present in the facility. PROGRAM agrees that their staff will attempt to achieve community support and acceptance of their program by advocating the program to community representatives from groups within the community.

PROGRAM agrees that they shall make every attempt through staff efforts to qualify the PROGRAM for any and all available Federal and State funding.

PROGRAM and agents and employees of PROGRAM, in the performance of this agreement, shall act in an independent capacity and not as officers or employees of the County of Siskiyou.

Equal employment opportunity shall be assured in the personnel system and affirmative action provided in its administration. Discrimination against any person in recruitment, examination, appointment, training promotion, retention, discipline or any other aspect of personnel administration because of political or religious opinions or affiliation or because of race, national origin, age, sex, physical disability or other non-merit factors will be prohibited.

7. MONITORING PROVISIONS: PROGRAM and COUNTY agree that the Director of Health & Human Services Agency Director is empowered by COUNTY to act as monitor of PROGRAM for purposes of this agreement. The role of monitor includes fiscal monitoring, as well as monitoring for Section 504 of the Rehabilitation Act of 1973 as to ADA requirements and other program compliance issues specified in this agreement.

8. REPORTING REQUIREMENTS: COUNTY shall require quarterly reports indicating the total number of persons requesting services of the center, the number of persons served in the center by each type of service provided and a description of the social and economic characteristics of persons receiving services by type of service provided. Report shall be sent to the Director of Health and Human Services and the County Administrator. An annual report shall be presented to the Board of Supervisors

8. ASSIGNMENT PROHIBITED: Neither party shall assign this agreement or any interest therein without the written consent of the other party first had and obtained, and a consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void and shall at the option of either party terminate this agreement.

9. TERMINATION: This agreement may be terminated by either party by giving thirty (30) days notice to the other party in writing of intention to terminate.

10. NOTICES: Any and all notices to be given pursuant to the terms of this agreement may be given personally or by registered mail addressed to:

SISKIYOU DOMESTIC VIOLENCE & CRISIS CENTER
P. O. Box 688
Yreka, CA 96097

SISKIYOU COUNTY ADMINISTRATOR
PO BOX 750
Yreka, CA 96097

Or at such place as will from time to time be designated by PROGRAM and COUNTY.

11. EFFECT OF WAIVER: The waiver by either party of any breach or term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or conditions of this agreement other than the failure of that party to perform the particular duties so accepted regardless of knowledge of such preceding breach at the time of acceptance of such performance.

12. INDEMNIFICATION: PROGAM shall defend, indemnify and save harmless COUNTY, its officers, agents and employee from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the PROGRAM or its agents or employees or other independent Programs directly responsible to it; except those claims resulting solely from the negligence or willful misconduct of County.

13. INSURANCE: PROGRAM shall obtain and maintain for the entire term of contract, and PROGRAM shall not perform any work under this Contract until after he has obtained comprehensive general public liability insurance, in companies acceptable to County authorized to issue such insurance in the State of California. Said insurance shall consist of the following:

- a. Liability Insurance - PROGRAM shall maintain in full force and effect, for the period covered by this contract, comprehensive liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000). This comprehensive general and automobile liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of PROGRAM's operations in the performance of this contract, including, without limitation, acts involving vehicles.

- b. Professional Liability Insurance: PROGRAM's professional and staff shall maintain in full force and effect, during the entire term of this contract, professional liability "errors and omissions" insurance. The amount of combined liability and professional liability coverage shall not be less than ONE MILLION DOLLARS (\$1,000,000) per occurrence to cover all services rendered by PROGRAM pursuant to this contract.

The following endorsements must be attached to the policy:

The County of Siskiyou, its officers, employees, and agents, shall be named as additional insureds under the policy and the policy shall provide that the insurance will operate as primary insurance and that no other insurance effected by the County will be called upon to contribute to a loss hereunder.

Prior to commencing services pursuant to this agreement, PROGRAM shall provide to County certificates and endorsements evidencing the existence of coverage as required by this agreement.

All insurance shall be from a reputable, financially responsible insurance company authorized to do business in the State of California and satisfactory to County and possessing at least a Best's A rating.

PROGRAM's liability insurance policy shall not be canceled or non-renewed until after 30 days written notice has first been given to County by registered mail.

Worker's Compensation Insurance: PROGRAM shall provide worker's compensation coverage as required by law to cover its employees, and a certificate of such coverage shall be provided to County. The policy shall contain an endorsement providing that it may not be canceled without first giving 30 days prior notice to County by registered mail.

14. Independent Contractor Status: PROGRAM shall, during the entire term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which PROGRAM performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by PROGRAM shall be provided in a manner consistent with all applicable standards and regulations governing such services.

PROGRAM understands and agrees that its personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. In the event PROGRAM is subsequently determined to be an employee of County by the Internal Revenue Service, PROGRAM waives any right to recover employee benefits for the period during which County considered PROGRAM to be an independent contractor.

15. Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

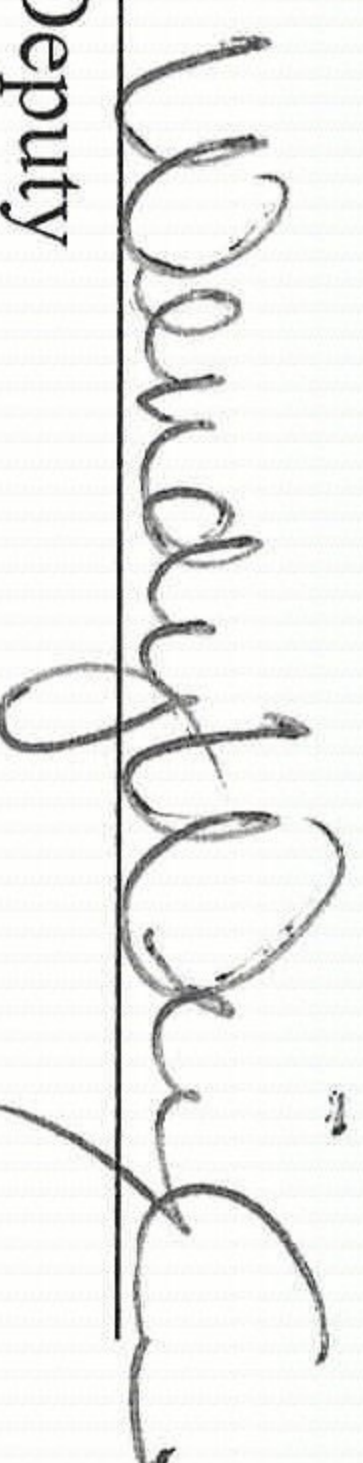
Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

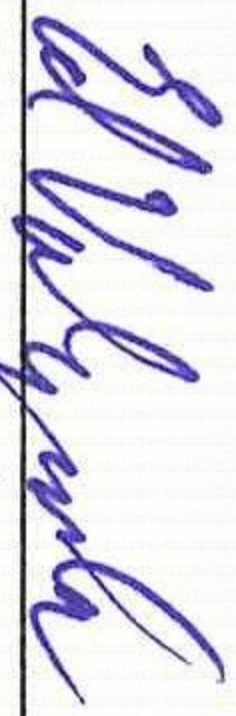
16. Records: PROGRAM shall keep complete and accurate records for the services performed pursuant to this Agreement and shall make such records available to County upon request. Records shall be kept for a period of at least five (5) years after the termination of the agreement, or until all audits for compliance with terms, conditions and specification of the agreement are completed, whichever is later, or for a longer period of time if required by law. PROGRAM agrees to assure the confidentiality of any records which are required by law to be so maintained.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

ATTEST: COLLEEN SETZER
CLERK

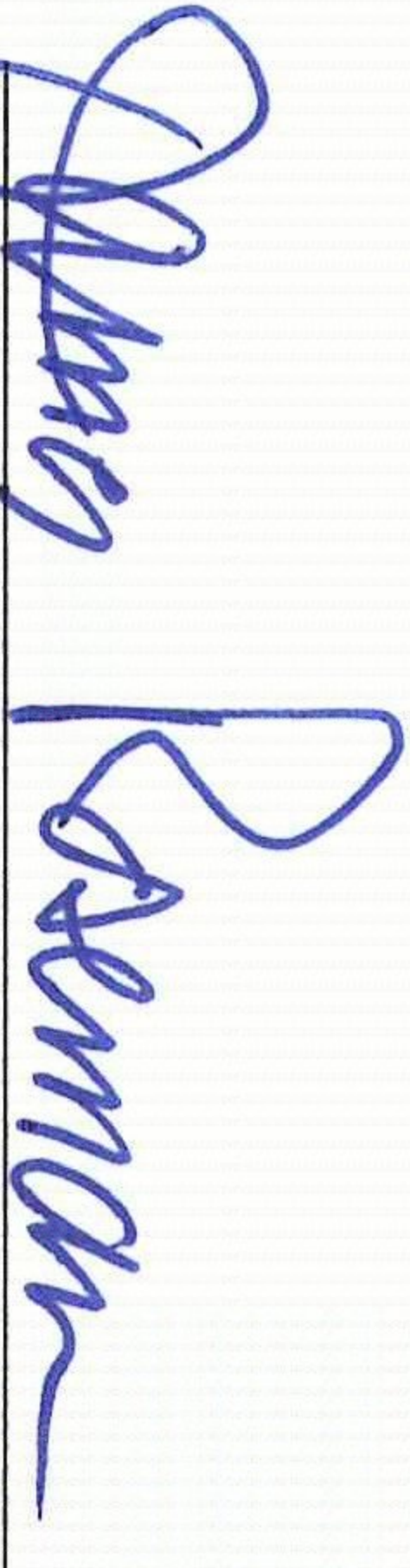
COUNTY OF SISKIYOU

By 
Deputy


Ed Valenzuela
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: _____
Brian L. Morris, County Counsel


James Roseman, Executive Director
Siskiyou Domestic Violence & Crisis Center

APPROVED AS TO ACCOUNTING FORM
2152 207216 723000 & 772027
Fund Organization Account

Jennie Ebejer, Auditor-Controller

APPROVED AS TO INSURANCE:

Rose Ann Herrick, Risk Manager

*Approved through
workflow*