

**First Amendment
to
Professional Services Agreement**

This First Amendment (“Amendment”), dated as of April 1, 2021, is by and between the County of Sonoma, a political subdivision of the State of California (“County”), and YWCA Sonoma County, a non-profit organization, hereinafter referred to as (“Contractor”).

Recitals

WHEREAS, County and Contractor entered into that certain Agreement, dated February 3, 2020, for services as described in Exhibit A, Scope of Work; and

WHEREAS, County and Contractor desire to amend the Agreement to provide additional services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Paragraph 2, subsection (a), Exhibit A, Exhibit B, and Paragraph 12. Method and Place of Giving Notice, Submitting Bills, and Making Payments, shall be amended to read as follows. All other terms of the original contract including Paragraph 2, subsection (b) remain in full force and effect.

2. Payments.

- a. For the OVW–Improving Criminal Justice Response work and for the OVC Polyvictimization services and incidental costs required hereunder, Contractor shall be paid on a lump sum basis up to the grant funding maximum in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$113,083.02 in calendar year 2021 or \$293,974.00 over the contract term, without the prior written approval of County. In the event that Contractor provides less than two full time Family Justice Center Navigators over the contract period or less than a third Navigator from April 1 through August 31, 2021, as set forth in the Scope of Work, Exhibit A, the monthly lump sum amount shall be reduced on a pro-rata basis tied to the percentage of FTE provided. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Exhibit A and Exhibit B are attached.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by email. U.S. Mail, personal delivery, or courier. Email is preferred. Notices, bills and payments shall be addressed as follows:

TO: COUNTY Family Justice Center
Attn: Marsha Lucien
2755 Mendocino Avenue, Suite 100
Santa Rosa, CA 95403
707-565-8257
FJCSC-Accounting@sonoma-county.org

TO: CONTRACTOR: YWCA Sonoma County
Attn: Julie LaFranci
P.O. Box 3506
Santa Rosa, CA 95402
707-546-9928
jlafranchi@ywcasc.org

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

County and Contractor have carefully read and reviewed this amendment and each term and provision contained herein and, by execution of this amendment, show their informed and voluntary consent thereto.

In witness whereof, the parties hereto have executed this Amendment as of the effective date.

Contractor:
YWCA Sonoma County

By: _____
Madeleine Keegan O'Connell
Chief Executive Officer

Date: _____

County of Sonoma:

Certificates of Insurance on File with and
Approved as to Substance for County:

By: _____
Marsha Lucien
Executive Director, Family Justice Center

Date: _____

Approved as to Form for County:

By: _____
Debbie F. Latham
Chief Deputy County Counsel

Date: _____

Agreement Executed
As authorized by the Board of Supervisors

By: _____
Jill Ravitch, District Attorney

Date: _____

Exhibit A

1. Scope of Services.

1.1 Contractor's Specified Services.

- Contractor shall provide a 1.0 FTE Family Justice Center Legal Aid Attorney specializing in restraining order preparation and assistance for legal services for victims of domestic violence, sexual assault, child abuse, elder abuse, and stalking. Attorney will provide onsite legal information and advice about domestic violence, elder abuse, and civil harassment restraining orders, which may include information about custody, support, damages, housing, and guardianship matters and referrals to other legal resources.
- From April 1 through September 30, 2021, Contractor shall provide a 1.0 FTE Family Justice Center Legal Aid Attorney specializing in restraining order preparation and assistance for legal services for victims of domestic violence, sexual assault, child abuse, elder abuse, and stalking. Attorney will provide onsite legal information and advice about domestic violence, elder abuse, and civil harassment restraining orders, which may include information about custody, support, damages, housing, and guardianship matters and referrals to other legal resources.
- In cases where there is sufficient legal merit, attorney will prepare the legal papers needed to request a protective order from the Court.
- Assist clients with follow-up procedural steps, such as giving notice to the opposing party and filing restraining order paperwork with the Court and Law Enforcement.
- Meet with and prepare clients for their Court hearings and represent clients at their restraining order hearings.
- The Legal Caseworker will work on-site at the Family Justice Center, providing ongoing services to clients while following all applicable laws, as well as policies or procedures highlighted in the FJCSC Operations Manual.

Additional requirements:

- Attend weekly and monthly frontline staff calls and check-ins
- Utilize the polyvictimization assessment tool with victims
- Refer polyvictims to program-identified polyvictim-specific services
- Participate in ongoing trainings to ensure model service delivery as it relates to navigation, case management, trauma-informed care, Hope Theory, and tool implementation
- Complete timely records of data management (Evidence to Outcomes, functional timesheets, etc.)
- Turn in screening tools from intake packets no later than the 10th day of the following month
- Supply required data, including de-identified aggregate data, to the Project Coordinator and Research Partner for grant reporting and evaluation upon request
 - Attend project and strategic planning meetings

Exhibit B

Grant Budgets FY 2019 – FY 2022

OVW – Improving Criminal Justice Response

Lump sum payments (subject to pro rata adjustment)

	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Total for Grant Term
Grant Amount	\$34,600.00	\$59,633.33	\$55,133.34	\$11,533.34	\$160,900.00

	10/1/19 to 6/30/20	7/1/20 to 9/30/20	10/1/20 to 6/30/21	7/1/21 to 9/30/21	10/1/21 to 6/30/22	7/1/22 to 9/30/22
Monthly Maximum	\$3,844.44	\$3,844.44	\$3,844.44	\$3,844.44	\$3,844.45	\$3,844.45

April through August 2021 only this additional amount

			4/1/21 to 6/30/21	7/1/21 to 8/31/21
Monthly Maximum			\$4,500.00	\$4,500.00

OVC – Polyvictimization

Lump sum payments (subject to pro rata adjustment)

Grant Term Total: \$ 133,074.00

	FY 19/20	FY 20/21	FY 20/21	FY 21/22	FY 21/22	FY 22/23
	10/1/19 to 6/30/20	7/1/20 to 9/30/20	10/1/20 to 6/30/21	7/1/21 to 9/30/21	10/1/21 to 6/30/22	7/1/22 to 9/30/22
Grant Amount	\$32,988.75	\$10,996.25	\$33,266.25	\$11,088.75	\$33,550.50	\$11,183.49
Monthly Maximum	\$3,665.42	\$3,665.42	\$3,696.25	\$3,696.25	\$3,727.83	\$3,727.82

**Federal Fiscal Year Budget
October 1 to September 30**

OVW – Improving Criminal Justice Response
Lump sum payments (subject to pro rata adjustment)

	FFY 2019-2020	FFY 2020-2021	FFY 2021-2022	Total for Grant Term
Grant Amount	\$46,133.33	\$68,633.33	\$46,133.34	\$160,900.00
Monthly Maximum	\$3,844.44	\$3,844.44	\$3,844.45	
April through August 2021 only \$22,500.00 additional amount				
		4/1/21 to 6/30/21	7/1/21 to 8/31/21	
	N/A	\$8,344.44	\$8,344.44	

OVC – Polyvictimization
Lump sum payments (subject to pro rata adjustment)

	FFY 2019-2020	FFY 2020-2021	FFY 2021-2022	Total for Grant Term
Grant Amount	\$43,985.00	\$44,355.00	\$44,734.00	\$133,074.00
Monthly Maximum	\$3,665.42	\$3,696.25	\$3,727.83	