

KERN COUNTY PROBATION DEPARTMENT

Elaine D. Moore
Chief Probation Officer



September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED RETROACTIVE SOLE SOURCE AGREEMENT WITH
WOMEN'S CENTER HIGH DESERT, INC. TO PROVIDE SHELTER, EDUCATION,
COUNSELING, AND SUPPORT SERVICES TO DOMESTIC VIOLENCE VICTIMS**
(Fiscal Impact: \$11,117; Domestic Violence Fund; Budgeted; Discretionary)

The Kern County Probation Department is requesting approval of a proposed retroactive sole source Agreement with Women's Center High Desert, Inc., to provide shelter, education, counseling, and support services to families experiencing domestic violence. Authorization for this Agreement is found in Section 18304 of the California Welfare and Institutions Code which provides that the Board of Supervisors may fund domestic violence programs which meet the requirements of Sections 18294 and 18295 of the California Welfare and Institutions Code. Women's Center High Desert, Inc. meets these requirements.

This Agreement will be funded during FY 2026-2027 with revenues deposited in the Domestic Violence Fund. These revenues are from a portion of the marriage license fee and are specifically earmarked for this type of use. The estimated revenue to this fund will be prorated between Women's Center High Desert, Inc. and The Open Door Network based on population servicing areas. Each entity is the only organization that has a 24-hour hotline, provides the essential attributes of a shelter and any counseling the victim/family may need, education, and a multitude of support services to keep the victim/family safe, informed, and protected in the future. These organizations have met the requirements of Sections 18294 and 18295 and exemplify the spirit of the Code.

The Women's Center High Desert, Inc. service area for this purpose was determined to be California City/Mojave and Indian Wells Valley and is the only vendor that can provide the required specified services in this geographic area. There will be no general fund costs associated with this Agreement. The maximum amount of the Agreement is \$11,117 and is operative from July 1, 2026, through June 30, 2027.

The Agreement is retroactive to July 1, 2026, due to an extended review process by contractor and obtaining contractor signature.

The Agreement has been reviewed and approved as to form by County Counsel. Purchasing has reviewed the justification for sole source and concurs. The County Administrative Office has reviewed this request.

Therefore, IT IS RECOMMENDED that your Board approve the proposed retroactive sole source Agreement with Women's Center High Desert, Inc. to provide shelter, education, counseling, and support services to families experiencing domestic violence from July 1, 2026 through June 30, 2027, in an amount not to exceed \$11,117, and authorize the Chairman to sign.

Sincerely,

A handwritten signature in cursive script that reads "Elaine Moore". The signature is written in dark ink and is positioned above the printed name and title.

Elaine D. Moore
Chief Probation Officer

jsb/rlv/ml

Attachment

cc: County Administrative Officer
Auditor-Controller-County Clerk

**AGREEMENT
FOR
PROGRAMS FOR FAMILIES EXPERIENCING FAMILY VIOLENCE
(Kern County - Women's Center High Desert, Inc.)**

THIS AGREEMENT, is made and entered into on _____, by and between the COUNTY OF KERN, a political subdivision of the State of California, ("**COUNTY**"), as represented by the Probation Department ("**Department**"), and the WOMEN'S CENTER HIGH DESERT, INC, a California nonprofit corporation ("**PROVIDER**"), whose principal place of business is located at 134 South China Lake Boulevard, Ridgecrest, California 93555. COUNTY and PROVIDER may be individually referred to as "**Party**" and collectively as "**Parties.**"

RECITALS

- A. Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and
- B. Section 18304 of the California Welfare and Institutions Code provides that the Board of Supervisors may fund domestic violence programs which meet the requirements of section 18294 and 18295 of the California Welfare and Institutions Code; and
- C. A portion of the marriage license fee is deposited into the COUNTY Domestic Violence fund to be used specifically for this type of program; and
- D. PROVIDER has received these monies for a number of years in combination with Assembly Bill 90 (AB-90) funds and has demonstrated its ability to provide these services; and
- E. The citizens of Kern County benefit from this program of shelter, counseling, education and support services to families experiencing family violence; and
- F. COUNTY'S sponsorship of this program will assist PROVIDER in carrying out its proposed program and services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings contained herein, Parties agree as follows:

1. **WORK TO BE PERFORMED**

PROVIDER shall provide assistance to families in which domestic violence has occurred and shall act as liaison between the families and social services and programs as set forth in **EXHIBIT "A."**

2. **COMPENSATION**

COUNTY shall be obligated to pay PROVIDER the actual allowable direct and indirect costs, as reasonably determined by COUNTY, incurred in carrying out the programs and services described in **Section 1, WORK TO BE PERFORMED**, which shall not exceed the amount specified in **EXHIBIT "B."**

3. SCHEDULE OF PAYMENTS

The method of payment for services rendered under this Agreement shall be as follows:

- A. All payments to PROVIDER shall be made monthly, based upon PROVIDER'S actual costs incurred pursuant to this Agreement. The costs must be supported by records, including receipts, check stubs, or other documentation to support expenses to be maintained by PROVIDER.
- B. The submission by PROVIDER of a claim to Department on COUNTY'S receipt of a Claim for Payment form or an invoice on PROVIDER letterhead is an express condition precedent to COUNTY'S obligation to make any payment pursuant to this Agreement. A claim shall not be deemed submitted unless accompanied by records of PROVIDER which substantiate the expenses claimed.
- C. Such claims shall be submitted to the Chief Probation Officer, or his/her designee, within ten (10) days of the close of the calendar month following PROVIDER'S provision of service. Claims submitted by PROVIDER beyond the ten (10) day period may be accepted or denied at the sole discretion of COUNTY.
- D. PROVIDER shall be liable for and accountable to COUNTY for any and all program funds improperly expended under this Agreement by PROVIDER or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative was acting within the scope of his/ her employment. PROVIDER shall reimburse COUNTY the amount of any such improper expenditure upon demand. If such amounts are unsuccessfully disputed, the Prime Interest Rate as published in the Wall Street Journal published on the date the dispute was settled will accrue from the first business day of repayment demand.

4. RECORDS

- A. PROVIDER shall prepare, and permit COUNTY to inspect as COUNTY deems necessary, all pertinent books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement.
- B. PROVIDER must maintain for the purposes of monitoring and evaluation, statistical data relevant to program activity as requested by COUNTY, including but not limited to:
 - (i) Goals and objectives.
 - (ii) Geographical location of programs.
 - (iii) Number of clients served.
 - (iv) Disposition of persons removed.
 - (v) Monthly count of clients.
 - (vi) Critical factors affecting success or failure of the program.
- C. All records shall be retained by PROVIDER for at least two (2) years following the completion of contract period.

5. TERM

Except for the obligation to maintain records, which shall continue as provided in **Section 4, RECORDS**, this Agreement shall have a term of one (1) year, commencing on July 01, 2026, and ending on June 30, 2027. No obligation or expense shall be incurred by COUNTY under this Agreement after June 30, 2027.

6. MODIFICATION

- A. Should circumstances dictate deviation from the work plan described in **EXHIBIT "A,"** PROVIDER may request in writing a modification of the plan. The request shall contain justification for the change and a modified work plan and budget summary. If the modification is approved by the Department and COUNTY, the modified work plan and budget summary shall replace **EXHIBIT "A" and EXHIBIT "B."**
- B. This Agreement may be modified in writing only, signed by Parties of interest at the time of the modification.

7. TERMINATION

- A. COUNTY may terminate this Agreement for cause by giving PROVIDER written notice specifying the effective date of the termination at least ten (10) days prior thereto. The term "cause" shall include:
 - i. Failure, for any reason, of PROVIDER to fulfill in a timely and proper manner its obligations under this Agreement including compliance with the approved project and attached conditions.
 - ii. Failure of PROVIDER to submit to COUNTY reports required under this Agreement or submitting reports that are incorrect or incomplete in any material respect.
 - iii. Ineffective or improper use by the PROVIDER of funds provided under this Agreement.
 - iv. Insufficient revenues accruing to the Domestic Violence Fund.
- B. PROVIDER may terminate this Agreement if COUNTY fails to comply with any provision of this Agreement. PROVIDER shall terminate the Agreement by giving ten (10) days prior written notice to COUNTY, signifying the effective date thereof.
- C. In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by PROVIDER under this Agreement shall be disposed of according to instructions of COUNTY. PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in good faith prior to the notice of termination in satisfactory performance of the Agreement. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by PROVIDER, and COUNTY may withhold any reimbursement to PROVIDER for the purpose of set off until such time as the exact amount of damages due COUNTY from PROVIDER is agreed upon or otherwise determined.

- D. Notwithstanding the foregoing, PROVIDER's failure to comply with the terms of this Agreement, Federal, State and local laws, regulations, licenses and directives with respect to the provision of mental health services, or directions by or on behalf of COUNTY issued pursuant hereto, shall constitute a material breach hereof and COUNTY may terminate this Agreement immediately.
- E. COUNTY'S failure to exercise the aforementioned rights of termination shall not constitute a waiver of its rights. Such rights may be exercised at any subsequent time.
- F. This Agreement is subject to the COUNTY'S funding of this program. In the event that funds representing PROVIDER'S compensation and reimbursement for expenses for the services provided pursuant to this Agreement are not appropriated within the approved COUNTY budget in any fiscal year, this Agreement shall be deemed terminated and shall be of no further force or effect as of the date COUNTY'S budget is approved. COUNTY will endeavor to provide PROVIDER with notice of any such action.

8. NOTICE

- A. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided below.

To COUNTY: Kern County Probation Department
Elaine D. Moore
Chief Probation Officer
2005 Ridge Road
Bakersfield, CA 93305

To PROVIDER: Women's Center High Desert, Inc.
134 South China Lake Blvd.
Ridgecrest, CA 93555

- B. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

9. COMPLIANCE WITH LAWS

PROVIDER and COUNTY shall both comply with all applicable laws, ordinances, codes, or regulations of the Federal, State, and local government.

10. INDEMNIFICATION

PROVIDER agrees to indemnify, defend and hold harmless COUNTY and COUNTY'S agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not

limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, cost of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of PROVIDER or PROVIDER'S officers, agents, or employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of PROVIDER by any person or entity.

11. INSURANCE

PROVIDER, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of PROVIDER'S actions in connection with the performance of PROVIDER'S obligations, as required in this Agreement, shall secure and maintain insurance as described below. PROVIDER shall not perform any work under this Agreement until PROVIDER has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY'S authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, PROVIDER shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. PROVIDER shall promptly deliver to the COUNTY'S authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the COUNTY'S authorized insurance representative not less than thirty (30) days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. PROVIDER shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by PROVIDER or COUNTY as an additional insured.

A. **Workers' Compensation Insurance Requirements** – PROVIDER shall submit written proof that the PROVIDER is insured against liability for workers' compensation in accordance with the provision of Section 3700 of the Labor Code.

- (1) In signing this Agreement, PROVIDER makes the following certification, required by Section 1861 of the Labor Code: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Agreement."
- (2) PROVIDER shall require any sub-contractor to provide workers' compensation for all of the sub-contractor's employees, unless the sub-contractor's employees are covered by the insurance afforded by PROVIDER. If any class of employees engaged in work or services under this Agreement is not covered by Labor Code Section 3700, PROVIDER

shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- (3) PROVIDER shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

- (1) PROVIDER shall maintain in full force and effect, at all times during the term of the Agreement, the following Insurance:
 - (a) **Commercial General Liability Insurance** including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the COUNTY), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of PROVIDER's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. PROVIDER shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, PROVIDER shall obtain and maintain a policy covering sexual abuse or molestation. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate.
 - (b) **Automobile Liability Insurance** against claims of Personal Injury, (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage Liability of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.
 - (c) **Professional Liability (Errors and Omissions) Insurance**, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) per claimant and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile Liability Insurance required in this sub-section B. shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insured's for liability arising out of this Agreement

and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- (3) Any self-insured retentions in excess of one hundred thousand dollars (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.
- (4) If any of the insurance coverage's required under this Agreement is written on a claims-made basis, PROVIDER, at PROVIDER'S option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- (5) Prior to PROVIDER commencing any of its obligations under this Agreement, evidence of insurance, in compliance with the requirements above, shall be furnished to the COUNTY by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

- C. **Cancellation of Insurance** – The above stated insurance coverage's required to be maintained by PROVIDER shall be maintained until the completion of all of PROVIDER's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the PROVIDER shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by PROVIDER in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. PROVIDER shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the COUNTY Risk Manager.
- E. If PROVIDER is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, PROVIDER shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by PROVIDER is equivalent to the above-required coverages.
- F. All insurance afforded by PROVIDER pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY.

An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY.

- G. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provision of this Agreement or otherwise in law.
- H. Failure by PROVIDER to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by PROVIDER. COUNTY, at its sole option, may terminate this Agreement and obtain damages from PROVIDER resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to PROVIDER, COUNTY shall deduct from sums due to PROVIDER any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to PROVIDER pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, PROVIDER agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not work to relieve PROVIDER of its obligation to obtain and maintain the insurance coverages required by this Agreement.

12. INDEPENDENT CONTRACTOR

In the performance of services under this Agreement, PROVIDER shall be, and acknowledges that PROVIDER is in fact and law, an independent contractor and not an agent, partner, or employee of COUNTY. PROVIDER has and retains the right to exercise full supervision and control over the manner and methods of providing services to COUNTY under this Agreement. PROVIDER retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting PROVIDER in the provision of services under this Agreement. With respect to PROVIDER'S employees, if any, PROVIDER shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes, whether federal, state or local, and compliance with any and all other laws regulating employment. With respect to PROVIDER, COUNTY shall not be responsible for tax withholding and payment of employment taxes, whether federal, state or local, or compliance with any and all other laws regulating employment.

13. DRUG FREE WORK PLACE

PROVIDER shall comply with COUNTY'S policy of a drug free work place. PROVIDER shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of PROVIDER's facilities or work sites. Violation of this provision shall constitute a material breach of this Agreement.

14. SEXUAL HARRASSMENT – HOSTILE WORK

PROVIDER has a duty to protect persons performing services hereunder from unwelcome sexual conduct severe or pervasive enough that it alters the condition of employment or creates a hostile work environment. Therefore, PROVIDER must establish and maintain a policy against any and all forms of sexual harassment, to be reviewed by COUNTY.

15. IMMIGRATION REFORM and CONTROL ACT

PROVIDER acknowledges that PROVIDER, and all sub-contractors hired by PROVIDER to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). PROVIDER is and shall remain in compliance with IRCA and shall ensure that any sub-contractors hired by PROVIDER to perform services under this Agreement are in compliance with the IRCA. In addition, PROVIDER agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any items that PROVIDER'S employees, or the employees of any sub-contractor hired by PROVIDER, are not authorized to work in the United States for PROVIDER or its sub-contractor and/or any other claims based upon alleged IRCA violations committed by PROVIDER or PROVIDER'S sub-contractor(s).

16. POLITICAL / RELIGIOUS ACTIVITY

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on COUNTY time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of COUNTY endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

17. CONFLICT OF INTEREST

Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq., and Section 87100 et seq., of the Government Code relating to conflict of interest of public officers and employees. PROVIDER agrees that it is unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof. PROVIDER shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18. CHOICE OF LAW/VENUE

Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

19. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by PROVIDER. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

20. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time-to-time.

21. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

22. COMPLIANCE WITH LAW

PROVIDER shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted and as amended from time to time, each of which are hereby made a part hereof and incorporated herein by reference.

23. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

24. CAPTIONS AND INTERPRETATION

- A. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.
- B. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

25. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

26. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

27. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

- A. Parties mutually agree to abide by all Federal, State and local laws including, but not limited to, all laws respecting employment discrimination. Each Party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to not take any action that may be inimical to the other Party's faithful performance hereof.
- B. PROVIDER shall provide services which incorporate the racial and ethnic values and beliefs of the consumer; and shall deliver such services in a manner which meets the consumer's and his/her family's life style whenever possible.

28. ENTIRE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

29. AUTHORITY TO BIND COUNTY

It is understood that PROVIDER, in PROVIDER'S performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

30. NON-COLLUSION COVENANT

PROVIDER represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. PROVIDER has not received from COUNTY any incentive or special payments, nor considerations not related to the provision of services under this Agreement.

31. EXHIBITS

All exhibits attached to this Agreement are incorporated into this Agreement by reference.

32. SIGNATURE AUTHORITY

Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

Each Party to this Agreement has signed this Agreement upon the date first indicated above, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT:
Kern County Probation Department

COUNTY OF KERN

By Elaine Moore
Elaine D. Moore
Chief Probation Officer

Chairman, Board of Supervisors
"COUNTY"

APPROVED AS TO FORM:
Office of the County Counsel

WOMEN'S CENTER HIGH DESERT, INC.

By Kathleen Rivera
Kathleen Rivera, Deputy

Carol Buecroft
"PROVIDER"

EXHIBIT "A"

SERVICES AND PROGRAMS: 2026/2027

Women's Center – High Desert will continue to provide safe temporary shelter, advocacy services, and empowerment to domestic violence victims and their children. We will demonstrate the achievement of this goal through the following objectives:

- 1) Women's Center – High Desert will answer/respond to One thousand (1,000) hotline/crisis calls.
- 2) Women's Center – High Desert will provide safe shelter for at least seventy-five (75) domestic violence victims and one-hundred fifteen (115) children.
- 3) Women's Center – High Desert will provide two thousand (2,000) legal assistance/court accompaniment and referrals for legal support/court advocacy.
- 4) Women's Center – High Desert will provide domestic violence victims with five hundred twenty-five (525) referrals to community resources and services.
- 5) Women's Center – High Desert will provide four thousand five hundred (4,500) safe bed nights to clients of domestic violence and their children.

The programs include a twenty-four (24) hour crisis hotline, one-on-one counseling, support groups for those not in the shelter and shelter clients also, Temporary Restraining Order assistance, emergency shelter, food, clothing, referrals, and free counseling in the areas of Domestic Violence Education, and Parent/Child Relationships. All residents are invited to attend an aftercare group, which meets informally at the Shelter for past residents.

Evaluation:

The Chief Executive Officer and Shelter Director will complete the program evaluation. The Finance Director will keep financial data locked in a secure file. The Chief Executive Officer works with our agency accountant to ensure that the following reports used for data are up to date.

Chart of Accounts
Income Log
Time Cards
Invoices
General Journal/Ledger

Check Registers
Cancelled Checks
Payroll Summaries
Tax Records
Monthly/Quarterly
Financial Reports

Program data will be primarily maintained by the Shelter Director, with assistance from the Shelter Supervisor, Case Managers, and the Rapid Rehousing / Volunteer Coordinator. The following program records will be maintained and available for review upon request.

- Monthly Shelter Reports
- Client Files
- Resident Evaluations
- Hotline training/procedures/activities
- Volunteer Training Manuals/attendance sheets

Additional agency administration information is routinely kept on file and will be available upon request. These include insurance, personnel records, agency policies, by-laws, and board meeting minutes.

EXHIBIT "B"

Women's Center High Desert
2026-2027 Budget
Domestic Violence Fund

Salaries, Employee Benefits, Services & Supplies

\$ 11,117