

**THE THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF VENTURA AND THE CITY OF CAMARILLO FOR
COMMUNITY SERVICES COORDINATOR SERVICES**

This "Third Amendment" to the Memorandum of Understanding (MOU) for Community Services Coordinator Services, which became effective February 6, 2022, is made and entered into by and between **THE COUNTY OF VENTURA**, a political subdivision of the State of California, through the Ventura County Behavioral Health Department (collectively, "COUNTY"), and **THE CITY OF CAMARILLO**, a California general law municipality ("CITY"). Hereinafter, COUNTY and CITY may be referred to individually as a "Party" and collectively as "Parties."

NOW, THEREFORE, the parties hereby agree that the Agreement, as amended, is amended as follows:

- I. TERM: This MOU shall be extended for the term of July 1, 2024 through June 30, 2025, subject to the MOU extension provision in Section 2 (TERM) of the MOU.
- II. Effective with respect to the service period commencing July 1, 2024, through June 30, 2025, Section 3 (CONSIDERATION) of the Agreement, is deleted and replaced with the new Section 3 (CONSIDERATION), is amended to read as follows,
 - A. In consideration of COUNTY's performance of the services pursuant to this Agreement, CITY shall pay COUNTY according to Section 2 and Exhibit "B".
 - B. Except expressly provided herein, the total sum of all payments made by CITY to COUNTY for the performance of services under this Agreement shall not exceed **\$71,916** ("Not-To- Exceed Limit"). The Not-To-Exceed amount includes the total cost for one 0.50 FTE (at the rate of \$2,766 per pay period), inclusive of salary and benefits. CITY expressly reserves the right to deny any payments or reimbursement requests by COUNTY for any expenses in excess of the Not-To- Exceed Limit. CITY acknowledges that COUNTY is under no obligation to perform services beyond the Not-To- Exceed Limit unless the parties execute an amendment pursuant to Section 6 (TERMINATION AND AMENDMENT) subsection B.
- III. Effective with respect to the service period commencing July 1, 2024, through June 30, 2025, Exhibit "B" (PAYMENT PROVISIONS) of the Agreement, is added and attached hereto.
- IV. Except for the modifications described herein, all other terms and conditions of the Agreement, as previously amended, shall remain in effect.

- V. This Third Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- VI. The parties hereto agree that this Third Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment through their duly authorized representatives as of the last date written below.

COUNTY OF VENTURA

CITY OF CAMARILLO

Authorized Signature

Authorized Signature

Printed Signature

Printed Signature

Title

Title

Date

Date

EXHIBIT "B"
PAYMENT PROVISIONS
July 1, 2024 through June 30, 2025

The following provisions and requirements apply to CITY's payment for COUNTY's performance or provisions of services or functions under the Agreement.

1. Compensation; Not-To-Exceed Limit. CITY shall pay COUNTY \$5,993 per month for COUNTY's satisfactory performance of the services performed pursuant to this Agreement. Except as expressly provided in the Agreement (including this Exhibit "B"), the total sum of all payments made by CITY to COUNTY for the performance of services under this Agreement shall not exceed **\$71,916** ("Not-To-Exceed Limit"). CITY expressly reserves the right to deny any payment or reimbursement requested by COUNTY for any expense in excess of the Not-To-Exceed Limit.

2. Invoicing and Payment
 - A. On a monthly basis, COUNTY shall submit to CITY an itemized statement of all Program services which were performed by COUNTY pursuant to this Agreement. Monthly statements will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Monthly statements will identify the date that services were performed; the employee(s) or department(s) that performed the services; the nature of the services performed; and the amount of time spent performing the services. Monthly statements will be informative but concise regarding services and functions performed during that billing period.

3. Satisfactory Performance; Disputes
 - A. CITY may review COUNTY's performance of Program services in order to determine that services have been satisfactorily performed or provided pursuant to the Agreement.

 - B. Upon reasonable advance written notice, CITY may inspect and/or audit all records and other written material used by COUNTY in preparing the monthly statements submitted to CITY for payment.

 - C. If CITY determines that COUNTY has not satisfactorily performed Program Services as provided in this Agreement, then CITY will alert COUNTY to that determination as soon as possible. CITY may withhold any disputed charge or amount until the services are satisfactorily completed or COUNTY amends the invoice statement. Notwithstanding the forgoing, under no circumstances shall CITY be entitled to refuse to pay or withhold the entire amount of an invoice or quarterly payment to COUNTY unless CITY asserts that none of the services listed on a particular monthly invoice or quarterly payment were satisfactorily performed by COUNTY.

- D. Any disputes regarding COUNTY's performance of Program Services under this Agreement and/or CITY's payment of monthly invoices or quarterly installments shall be resolved pursuant to Section 16 (DISPUTE RESOLUTION) of the Agreement.