

UPDATED August 13, 2024
Memorandum of Understanding
Healthy Camarillo

This Memorandum of Understanding ("MOU") is effective upon the date of signature by all parties, and is between the City of Camarillo, a California general law municipal corporation (City), Camarillo Health Care District, ~~a California independent special district (CHCD)~~, and Pleasant Valley Recreation & Park District, ~~a California independent special district (PVRPD)~~ and referred to collectively as "Parties".

Recitals

1. The Parties to this Memorandum of Understanding (MOU) recognize the importance of collaboration in addressing the health priorities of the residents of the City of Camarillo as identified in the 2022 Ventura County Community Health Needs Assessment (VCCHNA). ~~This MOU intends to combine the resources and expertise of the City of Camarillo, Camarillo Health Care District, and Pleasant Valley Recreation & Park District to improve health outcomes for the communities served by the Parties ("Community").~~

2. The purpose of this MOU is to combine the Parties' resources and expertise and formalize the partnership between the City of Camarillo, the Camarillo Health Care District, and the Pleasant Valley Recreation & Park District. These entities aim to address the identified health priorities in the VCCHNA and improve the overall health and well-being of the Community.

Now therefore, the Parties to this MOU agree as follows:

Section 1. Community Health Priorities: The Parties agree that the identified Community Health Priorities are as follows:

- Mental health and substance abuse across all age groups.
- Prevention of chronic health conditions by promoting healthy lifestyles.
- Advancing equitable access to healthcare for underserved populations.

Section 2. Commitment to Resources: Parties agree to identify resources to support community health initiatives. This may include exploring grants, partnerships, and sponsorship opportunities to support program development and implementation. ~~No Party is obligated to expend funds and any use of staff time is at the sole discretion of each Party.~~

Section 3. Program Development and Implementation: The Parties agree to work together to develop programs and initiatives targeting the identified health priorities.

Section 4. Identification of Program Costs: The Parties agree to identify costs associated with developing and implementing any identified health programs and initiatives. This includes but is not limited to staffing, materials, facilities, and marketing expenses. No Party is obligated to expend funds or use staff time under this MOU.

Section 5. Coordination of Marketing Activities: The Parties will coordinate and develop marketing activities to promote health programs and initiatives to the community.

This coordinated effort may include the creation of unified branding, advertising, social media outreach, and community engagement events.

Section 6. Establishment of Governance Structures: The Parties agree to work together to develop the best governance structure for Healthy Camarillo. This includes exploring models for collaboration, decision-making processes, and creating stakeholder engagement mechanisms. These efforts aim to ensure effective coordination and oversight of health programs and initiatives.

Section 7. Term. This MOU shall commence upon the date of signature by all Parties and shall remain in effect for a period of three (3) years unless terminated by any Party with 30 days written notice to the others. This Agreement may also be extended by mutual agreement of the Parties.

Section 8. Mutual Indemnification and Hold Harmless. Each Party to the MOU shall indemnify, defend, protect, hold harmless, and release the other Parties, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with this MOU, or caused by any act, omission, or negligence of such indemnifying Party or its agents, employees, contractors, subcontractors, or invitees related to this MOU. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party or Parties under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

Section 9. Miscellaneous Provisions:

9.1 **Notices.** All notices required by this MOU will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other Party at the address set forth below:

To City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

To Camarillo Health Care District
3639 E. Las Posas Road, Suite 117
Camarillo, CA 93010

To Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

The address to which any notice, demand, or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by that Party as above provided.

9.2 **Governing Law.** This MOU has been made in the State of California and shall be construed under California Law. Any legal action regarding the MOU shall be in the venue of Superior Court in the County of Ventura, California.

9.3 **Assignment.** The Parties may not assign this MOU or the rights and obligations hereunder without the specific written consent of the others.

9.4 **Entire Agreement.** This document represents the MOU between the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of this MOU are merged into this MOU.

9.5 **Amendments.** This MOU may be modified in writing only, signed by the Parties.

9.6 **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.7 **Survival.** The obligations of this MOU, which by their nature would continue beyond the termination of the MOU shall survive termination of this MOU.

9.8 **Severability.** If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so comfortable, so as not to affect the validity or enforceability of this MOU.

9.9 **Waiver.** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply to the specific instance expressly stated.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective governing officials duly authorized by their respective legislative bodies.

CITY OF CAMARILLO

Tony Trembley, Mayor
DATE:

CAMARILLO HEALTH CARE DISTRICT

Thomas Doria, MD, President of the Board of Directors
DATE:

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Mark Malloy, Board Chair
DATE: