

**AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE
CITY OF CAMARILLO FOR COMMUNITY SERVICES
COORDINATOR SERVICES**

This AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE CITY OF CAMARILLO FOR COMMUNITY SERVICES COORDINATOR SERVICES (this "AGREEMENT") is made and entered into by and between the County of Ventura, a political subdivision of the State of California, through its 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 the "Parties."

RECITALS

A. CITY has the need for certain community services coordinator services as more fully described in Exhibit A (Scope of Services), attached hereto and incorporated herein by this reference ("Services").

B. COUNTY, through its Behavioral Health Department ("VCBH"), has the staff with the qualifications, training, experience, and resources to provide the Services to CITY.

C. In light of the foregoing, COUNTY is willing to provide the Services to CITY, and CITY is willing to accept the performance of the Services by COUNTY, upon and subject to the terms and conditions set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and with regard to the above Recitals, the Parties agree as follows:

I. SCOPE OF SERVICES.

A. Scope of Services. COUNTY agrees to provide to CITY the Services more fully described in Exhibit A (Scope of Services). Following execution of this AGREEMENT, the Parties will mutually agree on a schedule for providing the Services, and COUNTY will use its reasonable best efforts to provide the Services according to such schedule. COUNTY shall perform all Services in a professional manner consistent with the industry standards. The CITY agrees to perform in accordance with the terms of this AGREEMENT and Exhibit A (Scope of Services).

B. Additional Work. In the event that either Party recommends changes to Exhibit A (Scope of Services), and that informal consultations indicate that a change is warranted, then the changes will be implemented in the following manner:

- (i) The Party requesting the change will forward to the other Party a statement of the proposed changes with estimated changes to fee and/or

time schedule that the Parties intend to prepare following execution of the AGREEMENT.

- (ii) Once the Party requesting the change has forwarded a statement of the proposed changes to the other Party, the Parties will meet to discuss the proposed changes and proposed contract language, and then COUNTY shall prepare a written amendment to be executed by the Parties.
- (iii) In no event shall COUNTY perform or be obligated to perform, and CITY shall not pay or be obligated to pay for, any service beyond those set forth in Exhibit A (Scope of Services) prior to the Parties executing an amendment executed pursuant to this AGREEMENT.

2. TERM.

- A. The term of this AGREEMENT shall be from February 6, 2022 to June 30, 2023. This AGREEMENT may be extended by mutual written consent for two additional one-year terms within fiscal years July 1, 2023 through June 30, 2025, with all other terms of the AGREEMENT remaining the same.
- B. This AGREEMENT may be extended for two additional terms, with each term consisting of a one-year term coinciding with COUNTY's fiscal year (July 1 - June 30) only upon the written agreement of the Parties.

3. CONSIDERATION.

CITY will pay COUNTY for 0.5 full time equivalent (FTE) staff time with benefits not to exceed \$2,061.78 per pay period that this AGREEMENT is in effect. COUNTY will submit quarterly invoices to CITY for staff time.

4. NATURE OF RELATIONSHIP.

- A. Independent Contractor. The Parties agree that the relationship created by this AGREEMENT between COUNTY and CITY is that of an independent contractor. In performing the Services, COUNTY shall at all times act and perform as an independent contractor of CITY, and not as a partner, joint venture, agent, or employee of CITY, and nothing contained herein shall be construed to be inconsistent with this relationship or status. COUNTY, by virtue of this AGREEMENT, shall not have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of CITY or to bind the CITY in any manner. Except for any materials, procedures, or subject matter agreed upon between COUNTY and CITY, COUNTY shall have complete control over the method, manner, details, and means of performing the Services. COUNTY shall be responsible to CITY only for the requirements and results specified in this AGREEMENT and, except as provided herein, shall not be subjected to CITY's control with respect to the physical action or activities of COUNTY in fulfillment of this AGREEMENT.

- B. Non-Exclusivity. While this AGREEMENT is in effect, COUNTY may, independent of its relationship with CITY, without breaching this AGREEMENT or any duty owed to the CITY under this AGREEMENT, render services to any other entity. While this AGREEMENT is in effect, CITY may, independent of its relationship with COUNTY, without breaching this AGREEMENT or any duty owed to the COUNTY, contract with other individuals and entities to render the services to the CITY the same or similar to the Services performed by COUNTY.

5. **ASSIGNMENT AND SUBCONTRACTORS.**

COUNTY shall not assign, sublet, or transfer this AGREEMENT or any rights or responsibilities hereunder without the prior written consent of the CITY. Any attempted assignment, sublease, or transfer in violation of this AGREEMENT shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this AGREEMENT shall be grounds for the CITY, to terminate the AGREEMENT. Notwithstanding the foregoing, nothing contained herein shall preclude COUNTY from employing independent contractors or consultants, subcontractors, and sub-consultants as COUNTY may deem appropriate to assist in the performance of providing the Services.

6. **TERMINATION AND AMENDMENT.**

- A. Termination. This AGREEMENT may be terminated effective immediately for any reason and at any time upon the mutual written agreement of the Parties. In addition, either Party may terminate this AGREEMENT for any reason by giving the other Party 30 days written notice. In the event of any termination, CITY shall pay COUNTY for the performance of Services provided prior to the effective date of such termination.
- B. Amendment. This AGREEMENT may be amended or modified by the mutual agreement of the Parties if such amendment or modification is in written form, is executed with the same formalities as this AGREEMENT or in accordance with delegated authority therefore, and is attached to the original AGREEMENT to maintain continuity.

7. **NOTICE.**

Any notice, communication, amendments, or termination of this AGREEMENT, including any change of address of either Party while this AGREEMENT is in effect which either Party shall be required or may desire to make, shall be in writing and may be personally served, sent by prepaid first-class mail, or email (if included below) to the respective Party as follows:

If to COUNTY:

Ventura County Behavioral Health
Department
Attn: Sevet Johnson, Director
1911 Williams Drive, Suite 200

If to CITY:

City of Camarillo
Attn: Greg Ramirez, City Manager
Camarillo City Hall
601 Carmen Drive,

Oxnard, CA 93036
PHONE: (805) 981-2214
EMAIL: sevet.johnson@ventura.org

Camarillo, California 93010
PHONE: 805.388.5307
EMAIL: gramirez@cityofcamarillo.org

8. **COMPLIANCE WITH LAWS.** The Parties hereby agree that its officers, agents, employees, and subcontractors will obey all local, state, and federal laws and regulations in the performance of this AGREEMENT, including, but not limited to minimum wage laws and/or prohibitions against discrimination.
9. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**
COUNTY and its officers, agents, employees and/or subcontractors shall secure and maintain in force while this AGREEMENT is in effect, at COUNTY's cost and expense, such licenses and permits as are required by law, in connection with the performance and furnishing the Services, and materials or supplies necessary for completion of the Services.
10. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
The Parties represent and agree that each of them does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
11. **CONFIDENTIALITY AND PRIVACY.** The Parties acknowledge and agree to comply with all federal and state confidentiality and privacy laws and regulations related to client, patient, and student health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 C.F.R. Part 2, and California Welfare and Institutions section 5328. The Parties shall ensure that all activities undertaken under this AGREEMENT comply with the requirements of these laws and regulations. In recognition of these laws, although the VCBH Community Services Coordinator may work closely with law enforcement officers, communication following an incident or encounter may be limited by VCBH staff, in its sole and absolute discretion, until an appropriate authorization, consent, or release is obtained to allow use and disclosure of confidential or private health information.
12. **INDEMNIFICATION.**
 - A. COUNTY agrees to indemnify, defend, and save harmless CITY, its officers, employees, and volunteers from any and all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by COUNTY in the performance of this AGREEMENT. Notwithstanding the foregoing, COUNTY shall have no obligation, duty, or responsibility under this subsection for any claim, loss, or damage caused or resulting from the negligence or willful misconduct attributable to CITY, its officers, employees, and volunteers.

- B. CITY agrees to indemnify, defend, and save harmless the COUNTY, its officers, employees, and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by CITY in the performance of this AGREEMENT. Notwithstanding the foregoing, CITY shall have no obligation, duty, or responsibility under this subsection for any claim, loss, or damage caused or resulting from the negligence or willful misconduct attributable to COUNTY, its officers, employees, and volunteers.

13. INSURANCE.

- A. The Parties acknowledge and agree that each of them is a public agency and is self-insured. Each Party will maintain coverages commensurate with its activities under this AGREEMENT. Each Party may, in its discretion, purchase commercial insurance to cover its exposure under this AGREEMENT.
- B. The Parties will provide to each other a certificate of insurance, or a substantially equivalent document, evidencing its workers' compensation insurance coverage and general liability insurance coverage prior to performing or furnishing any of the Services.

14. SAFETY AND SECURITY.

COUNTY shall be responsible for ascertaining from the CITY all rules and regulations pertaining to safety and security. Sheriff's office will respond to requests by the "Law Enforcement Partnership Team" for law enforcement presence if an arrest is likely in order to avoid having the Law Enforcement Partnership Officer serve as the arresting officer, when possible, in non-emergency situations. VCBH staff will "ride-along" with dedicated police officers in police vehicles to provide field-based assessment, interventions, treatment planning, and case management. Officer will follow all protocols to ensure safety of the CSC and avoid response to high risk and/or emergency situations.

15. GOVERNING LAW AND VENUE.

This AGREEMENT shall be interpreted pursuant to the laws of the State of California, without regard to its law governing conflict of laws. Exclusive venue for any legal action involving or related to the interpretation or enforcement of this AGREEMENT shall be the Superior Court of California for Ventura County.

- 16. DISPUTE RESOLUTION.** The Parties agree that the process set forth in this Section 16 will be used to resolve all disputes arising under this AGREEMENT so long as collaborative efforts have been attempted beginning at the lowest possible level:

A. The Parties will name a mutually agreed upon director or administrator of a County of Ventura agency or department to mediate disputes using a process of facilitated communication through non-binding mediation.

B. Mediation Process

- (i) A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- (ii) If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- (iii) No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
- (iv) The responsible COUNTY and CITY personnel shall assure the agreements included in the resolution plan are implemented.
- (v) The costs for this process shall be shared equally between COUNTY and CITY.

17. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in separate agreement by the Parties executed pursuant to this AGREEMENT.

18. **BINDING EFFECT.**

This AGREEMENT shall inure to the benefit and shall be binding upon all of the Parties to this AGREEMENT, including their respective successors in interest.

19. **WAIVER OF DEFAULT.**

Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in this AGREEMENT.

20. **THIRD PARTY RIGHTS.**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than COUNTY and CITY.

21. **SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this AGREEMENT are severable.

22. SECTION AND PARAGRAPH HEADINGS.

The headings of the section and paragraphs herein are inserted only for convenience and shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this AGREEMENT or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

23. AUTHORITY; EFFECTIVE DATE.

- A. The Parties represent and warrant that each of them has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Further, the Parties represent and warrant that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and to bind their respective Party.
- B. This AGREEMENT shall be effective on the date that it is signed by the last party to sign the AGREEMENT ("Effective Date").


24. COUNTERPARTS; ELECTRONIC SIGNATURES

- A. This Agreement 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.
- B. The Parties agree that this AGREEMENT may be transmitted and signed by electronic or digital means by either or both 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.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date last written below.

COUNTY OF VENTURA

By: 
Name: Sevet Johnson, PsyD
Behavioral Health Director

Title: _____

Date: 1/28/2022

CITY OF CAMARILLO

By: 
Name: Greg Ramirez

Title: City Manager

Date: 1/26/2022

EXHIBIT A
SCOPE OF SERVICES
CITY OF CAMARILLO COMMUNITY SERVICES COORDINATOR SERVICES
AGREEMENT

CITY agrees to the following:

1. Allocate space to accommodate COUNTY staff as they work on site at Camarillo Police Department.
2. Provide a dedicated, full time Officer to partner with County Community Services Coordinator (CSC) staff.
3. The CITY shall agree upon a flexible and reasonable work schedule based upon the needs of the Law Enforcement Partnership Team.
4. Communicate information to COUNTY about identified persons of concern and/or high utilizers of law enforcement resources and will develop a case load of these persons of concern that will be contacted on a regular basis.
5. Participate in training and cross training.
6. Provide referrals to COUNTY as appropriate.
7. Provide information about COUNTY and offered programs as appropriate.
8. Provide needed program data as appropriate (e.g., utilization, arrest, and incarceration history of identified individuals) to track program outcomes.
9. CITY will set up a meeting schedule with COUNTY, identified CSC representative and supervisor as needed.
10. CITY shall issue approved COUNTY personnel appropriate identification and access passes to enable access to needed police facilities.
11. CITY reserves the right to request COUNTY to withdraw any COUNTY employee/volunteer from its facility whose conduct or work with identified persons of concern, the community, or personnel is not in accordance with CITY policies and procedures or is detrimental to others.
12. Pay COUNTY for CSC staff time.

COUNTY agrees to the following:

1. COUNTY will provide a full time (40 hour per week) Community Service Coordinator (CSC) to pair with Law Enforcement officer.
2. COUNTY shall be responsible for the primary supervision of the CSC designated for this partnership.
3. The COUNTY shall agree upon a flexible and reasonable work schedule based upon the needs of the Law Enforcement Partnership Team.
4. COUNTY staff in collaboration with the identified Law Enforcement Partnership Officer, will communicate about identified persons of concern in order to coordinate field engagement and case management services (including follow up care and referrals as individually appropriate). The primary goal is to stabilize clients and provide robust transitional case management and clinical services in a field setting until patients are successfully linked to the appropriate level of mental health care.
5. COUNTY shall set standards of care and oversee and coordinate all interventions and mental health referrals.

6. COUNTY is responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2 as well as Health Insurance Portability and Accountability Act (HIPAA) standards.
7. Provide training to law enforcement staff on privacy awareness, which will include HIPAA training consistent with VCBH policies and procedures.
8. Provide collaboration with Camarillo Police Department and designated officer(s).
9. Identify representation for participation in meetings with CITY as required.
10. Ensure that COUNTY's employees have completed an appropriate background check, have received adequate training in the services being provided, and ensure appropriate licenses/certificates are in current standing.
11. COUNTY will not use student workers/volunteers in the provision of this Law Enforcement partnership.
12. Inform CITY of changes in schedule and status.
13. Work with the CITY staff as needed.
14. Comply with policies of CITY.
15. COUNTY reserves the right to withdraw any employee or volunteer at COUNTY's discretion.
16. Bill staff time to CITY every month.