

**AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE
CITY OF CAMARILLO FOR COMMUNITY SERVICES
COORDINATOR SERVICES RELATING TO THE CAMARILLO
HOTEL VOUCHER PROGRAM**

This AGREEMENT FOR COMMUNITY SERVICES COORDINATOR SERVICES (“AGREEMENT”) is made and entered into by and between the County of Ventura, a political subdivision of the State of California, through its Health Care Agency (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.” This AGREEMENT shall be effective on September 26, 2023 (“Effective Date”).

RECITALS

A. CITY has the need for certain Community Services Coordinator services as more fully described in Exhibit A, (“Services”), relating to the CITY’s Hotel Voucher Program.

B. COUNTY, through its Health Care Agency (“HCA”), has staff with the qualifications, training, experience, and resources to provide the Services to CITY.

C. 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 as set forth in this AGREEMENT.

D. Funding for the performance of Services by COUNTY is to be provided through the Homeless Housing, Assistance and Prevention Grant (“HHAP”), as approved by Ventura County Continuum of Care Alliance.

F. Utilization of services by City is contingent upon the availability of grant funding.

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

1. SCOPE OF SERVICES.

A. COUNTY agrees to provide to CITY the Services more fully described in Exhibit A (Scope of Service), attached hereto and incorporated herein by this reference.

B. COUNTY shall perform all Services in a professional manner consistent with the industry standards, the terms of this AGREEMENT and Exhibit A.

C. The CITY agrees to perform in accordance with the terms of this AGREEMENT and Exhibit A.

- B. Additional Work. In the event that either Party recommends changes to the scope of the 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..
 - (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 (Description of Services) prior to the Parties executing a written amendment to this AGREEMENT.

2. TERM.

- A. The term of this AGREEMENT shall be from September 26 , 2023 to June 30, 2025. This AGREEMENT may be extended by mutual written consent for two additional one-year terms beginning July 1, 2025 and June 30, 2026.

3. CONSIDERATION.

- A. CITY will pay COUNTY for a full-time equivalent (FTE) of staff time, supervision and training, services and supplies, in not to exceed amounts of one hundred five thousand two hundred eighty six dollars (\$105,286) during the first year of funding, and one hundred thirteen thousand four hundred seventy-seven dollars (\$113,477) during the second year of funding.
- B. Payment schedule: COUNTY will submit monthly invoices in arrears to CITY's Finance Department for services. CITY will pay COUNTY within 30 days of submittal of each invoice for services.

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 providing 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. During the term of this AGREEMENT, COUNTY may, independent of its relationship with CITY, without breaching this AGREEMENT or any duty owed to the CITY, render services to any other entity. During the term of this AGREEMENT, 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 to the CITY the same or similar services to those provided 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 effect. Any attempted assignment, sublet, or transfer in violation of this AGREEMENT shall be grounds for the CITY, to terminate the AGREEMENT. Notwithstanding this Section 5, 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 at any time upon the mutual written agreement of the Parties. In addition, either Party may terminate this AGREEMENT without cause 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 consent of the Parties if such amendment or modification is in written form, is executed with in accordance with delegated authority and attached to the original AGREEMENT to maintain continuity.

7. **NOTICE.**

Any notice, including any change of address which COUNTY or CITY shall be required shall be in writing sent by prepaid first-class mail, or email (if included below) to the respective Party as follows:

If to COUNTY:

Ventura County Health Care Agency
Attn: Theresa Cho, Medical Director
800 S. Victoria Ave
Ventura CA 93009
PHONE: 805-677-5110

If to CITY:

City of Camarillo
Attn: Greg Ramirez, City Manager
Camarillo City Hall
601 Carmen Drive,
Camarillo, California 93010
PHONE: 805.388.5307IL:
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 during any term of this AGREEMENT, at COUNTY'S cost and expense, such licenses and permits as are required by law, in connection with the performance and furnishing of all 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, California's Civil Code section 56 – 56.37 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 Community Services Coordinator may at times

work closely with law enforcement deputies, communication following an incident or encounter may be limited by the Coordinator, in his/her sole and absolute discretion, until an appropriate authorization, consent or release is obtained to allow use or disclosure of confidential or private health information.

12. INDEMNIFICATION.

The Parties acknowledge and agree that each of them is a public agency and responsible for the acts, omissions, negligence and willful misconduct of its officers, employees and volunteers and the defense of any claims by third parties relating to such acts and / or omissions.

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 following all CITY rules and regulations pertaining to safety and security.

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 that cannot be resolved at the operational level during any time that this AGREEMENT remains in effect:

The City Manager or City Manager's designee of the CITY and the Director of the COUNTY's Healthcare Agency will attend a face-to-face meeting lasting at least thirty minutes to attempt resolution of the dispute.

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. No term or provision of this AGREEMENT may be changed, waived, discharged or terminated, unless a separate written amendment is executed by both Parties.

18. **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.

19. **THIRD PARTY RIGHTS.**

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

20. **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.

21. **AUTHORITY.**

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.

22. **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.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT.

COUNTY OF VENTURA

By: _____

Name: Theresa Cho

Title: Medical Director

Date: _____

CITY OF CAMARILLO

By: _____

Name: Greg Ramirez

Title: City Manager

Date: _____

**EXHIBIT A
SCOPE OF SERVICES
COMMUNITY SERVICES COORDINATOR AGREEMENT
CAMARILLO HOTEL VOUCHER PROGRAM**

The Parties agree that the Community Services Coordinator Services provided under the AGREEMENT will focus on the provision of housing for individuals identified by the CITY through the through the Camarillo Hotel Voucher Program and other available housing resources. As appropriate, the Community Services Coordinator staff will also coordinate with the Ventura County Behavioral Health ("VCBH") Rapid Integrated Support and Engagement ("RISE") program team and collaborate with CITY agencies, including but not limited to, its Police Department to coordinate the provision of non-emergent mental health field engagement and case management services for individuals identified as high utilizers of Camarillo Police Department (CPD) resources.

The Parties further agree that the Community Services Coordinator is not a crisis intervention team member, an emergency response team member, or a psychiatric mobile response team member, and the COUNTY staff member designated herein to serve as the Community Service Coordinator to work with CITY and the CPD is not licensed or qualified to perform or provide, and shall not perform or provide, any of the following: (i) on-scene crisis intervention services; (ii) assessments or evaluations for involuntary detention of individuals that may be at risk of harming themselves or others; (iii) assessments or evaluations for involuntary detention of individuals that are unable to provide food, clothing, or shelter for themselves (i.e., gravely disabled); or (iv) any other similar type of mobile crisis response for persons experiencing a psychiatric emergency in the community.

CITY agrees to the following:

1. Allocate space to accommodate COUNTY staff as they work on site at Camarillo Police Department – 3701 Las Posas Road, Camarillo, CA 93010.
2. Provide a dedicated, Deputy to partner with and provide security for County Community Services Coordinator (CSC) staff.
3. The CITY shall agree upon a flexible and reasonable staff work schedule based upon the needs of the Hotel Voucher Program and CITY.
4. Communicate information to COUNTY about identified persons of concern and develop a case load of persons of concern, identified as high users of CPD resources that will be contacted on a regular basis by County Community Services Coordinator.
5. Participate in training and cross training.

6. Provide referrals to the Hotel Voucher Program and additional COUNTY homeless/housing services as appropriate.
7. Provide information about other offered programs as appropriate.
8. Provide needed program data as appropriate (e.g., utilization, history of identified individuals) to track program outcomes.
9. CITY will set up a meeting schedule with COUNTY, identified CSC staff and supervisor as needed.
10. CITY shall issue approved COUNTY personnel appropriate identification and access passes to enable access to needed CITY facilities.
11. CITY reserves the right to request COUNTY to withdraw any COUNTY employee from its facility whose conduct or work with identified persons of concern, the community, or other 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 full time (40 hours per week including vacation / leaves) Community Services Coordinator (CSC) services to conduct activities related to the CITY's Hotel Voucher Program and additional CITY homelessness activities.
2. COUNTY will provide staff with expertise in the delivery of housing services following day-to-day contact with clients, ensuring all clients receive an individualized assessment for shelter and services. Staff must be trained in and have access to Ventura County's Continuum of Care Coordinated Entry System and the Homeless Management Information System. They must each have at least three years of relevant social services or community health experience.
3. COUNTY shall be responsible for the primary supervision of the CSC staff designated for this partnership.
4. The COUNTY shall agree with CITY upon a flexible and reasonable work schedule based upon the needs of the CITY's Hotel Voucher Program and additional CITY homelessness activities.
5. COUNTY staff will provide services supporting day-to-day implementation of the CITY's Hotel Voucher Program including assessing and providing homeless clients for motel vouchers and one-on-one support for linkage to other temporary housing and social programs during their participation in the program.
6. The primary goal is to stabilize clients and provide robust transitional case management in a field setting until patients are successfully linked to the appropriate level of services.
7. COUNTY staff will conduct patient/client intake assessment and follow up including basic intake interviews and screenings and assist individuals or families to define problems and needs and place them in order of priority.

8. COUNTY shall set standards of care and oversee and coordinate all referrals.
9. 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) and California privacy law standards.
10. Identify representation for participation in meetings with CITY as required.
11. 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.
12. COUNTY will not use student workers/volunteers in this partnership.
13. Inform CITY of changes in schedule and status.
14. Work with the CITY staff as needed.
15. Comply with policies of CITY.
16. COUNTY may withdraw any employee at COUNTY's discretion.
17. COUNTY staff will conduct all duties and responsibilities as reflected by the scope of employment as published by the County of Ventura.
18. Bill staff time to CITY every month.