

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

This AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE CITY OF SIMI VALLEY FOR COMMUNITY SERVICES COORDINATOR SERVICES (this "Agreement") is made and entered into this 17th day of September 2023 (the "Effective Date") by and between the County of Ventura, a political subdivision of the State of California, through its Ventura County Behavioral Health (collectively, "COUNTY"), and the City of Simi Valley, a California general law municipal corporation ("CITY"). Hereinafter, COUNTY and CITY may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY desires to contract with COUNTY for the performance of certain non-emergent mental health field engagement and case management services within its boundaries.

B. COUNTY, through its Ventura County Behavioral Health, has staff with the qualifications, training, experience, and resources to perform such services, and agrees to so contract with CITY and to perform such services on the terms and conditions set forth in this Agreement.

C. The performance by COUNTY for CITY of the services described herein will require COUNTY to incur certain costs and expenses, including but not limited to costs and expenses related to the salary and benefits of, and liability insurance and workers compensation insurance for, the COUNTY employee designated to serve as the Community Services Coordinator and perform such services pursuant to this Agreement.

D. It is the intent of the Parties that CITY assume all costs and expenses incurred by COUNTY related to its performance of 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:

AGREEMENT

1. PERFORMANCE OF SERVICES

A. Subject to all of the terms and conditions of this Agreement, including but not limited to any additional terms and conditions contained in any exhibit hereto, COUNTY shall perform, and CITY shall be entitled to have COUNTY perform, such services for CITY as described and in accordance with Exhibit A (PROGRAM DESCRIPTION), attached hereto and incorporated by this reference herein.

B. The Parties believe that any persons employed by COUNTY to fulfill the objectives of this Agreement are not eligible for CalPERS membership as such persons are

subject to California Government Code section 20303. Notwithstanding the foregoing, all persons employed in the performance of such services for CITY pursuant to this Agreement shall be employed by COUNTY. No person employed by COUNTY hereunder shall have any CITY pension, civil service, or other status or right.

- C. No employee of COUNTY shall perform for CITY any service not coming within the scope of the duties of such employee in performing services or functions for CITY.
- D. No service shall be performed under this Agreement by an employee or department of COUNTY unless such service is requested in writing by CITY's City Council or such other officer as it may designate.
- E. Whenever COUNTY and CITY mutually agree as to the necessity for any such COUNTY employee or department to maintain administrative offices in CITY, CITY shall, at its own cost and expense, provide or reimburse COUNTY for all necessary office space, furniture, furnishings and equipment, office supplies, stationery, notices, forms, and like materials which must be issued in the name of CITY. Any equipment or furnishings provided by COUNTY shall remain the property of COUNTY.

2. PAYMENT FOR SERVICES

- A. In consideration of COUNTY's performance of the services pursuant to this Agreement, CITY shall pay COUNTY according to this Section 2 and Exhibit B (PAYMENT PROVISIONS), attached hereto and incorporated herein by this reference.
- B. Except as 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 \$145,944.82 ("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. 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 7.

3. TERM

- A. The initial term of this Agreement shall be from the Effective Date through June 30, 2024 ("Initial Term").
- B. Upon the mutual written agreement of the Parties, the Initial Term may be extended for two (2) additional one (1) year terms with each term coinciding with

COUNTY's fiscal year (July 1 - June 30) upon the execution of an amendment pursuant to Section 7.

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 described herein, 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 the Parties, COUNTY shall have complete control over the method, manner, details, and means of performing services pursuant to this Agreement. 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 performing services under this Agreement. Any provision of this Agreement that may appear to give CITY the right to direct COUNTY as to the details of performing the services required herein or to exercise a measure of control over such services means that COUNTY will follow the direction of CITY as to the results of the services only.
- B. Non-Exclusivity. While this Agreement is in effect, COUNTY may, independent of its relationship with CITY and without breaching this Agreement or any duty owed to the CITY under this Agreement, render the same or similar services to any other entity. While this Agreement is in effect, CITY may, independent of its relationship with COUNTY and without breaching this Agreement or any duty owed to COUNTY, contract with other individuals and entities to perform or render to CITY the same or similar services performed by COUNTY under this Agreement.

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 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 this Agreement immediately.

6. TERMINATION

- A. This Agreement may be terminated immediately for any reason and at any time upon the mutual written agreement of the Parties.
- B. Either Party may terminate this Agreement for any reason by giving the other Party thirty (30) days written notice of its intent to terminate.
- C. If, after fifteen (15) days of meeting pursuant to Section B(4) of Exhibit A (PROGRAM DESCRIPTION) to discuss the designation of a new Community Services Coordinator, the Parties are unable to mutually agree on the designation of a new Community Services Coordinator, then either Party may terminate this Agreement immediately.
- D. In the event of any termination, CITY shall pay COUNTY for services performed prior to the effective date of such termination.

7. 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.

8. NOTICE

Any notice, communication, amendment, 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: Scott Gilman, MSA, Director
1911 Williams Drive, Suite 200
Oxnard, CA 93036
PHONE: (805) 981-2214
EMAIL: scott.gilman@ventura.org

If to CITY:

City of Simi Valley
Attn: Samantha Argabrite
Assistant City Manager
2929 Tapo Canyon Road
Simi Valley, CA 93063
PHONE: (805) 583-6707
EMAIL: SArgabrite@simivalley.org

9. COMPLIANCE WITH LAWS

The Parties 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 laws and regulations related to the payment minimum wages, prohibitions

against discrimination, and the use and disclosure of private and confidential health information and records.

10. 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, certificates, and permits as are required by law, in connection with the performance of services pursuant to this Agreement.

11. 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.

12. CONFIDENTIALITY AND PRIVACY

A. The Parties shall comply with all applicable 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, the substances abuse confidentiality regulations at 42 C.F.R. Part 2, California Welfare and Institutions section 5328, and the Confidentiality of Medical Records Act at California Civil Code section 56 et seq. The Parties shall ensure that all services performed under this Agreement comply with the requirements of these laws and regulations. In recognition of these laws, although COUNTY employee(s) or department(s) performing services under this Agreement may work closely with CITY law enforcement officers, communication between the Parties following an incident or encounter may be limited by COUNTY, 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.

B. The Parties acknowledge that COUNTY and CITY are both subject to the California Public Records Act (Gov't Code Sec.7920.000, et seq.) and the Ralph M. Brown Act (Gov't Code Sec. 54950, et seq.) and therefore agree that either Party may disclose public records when required by these laws.

13. AUDIT OF RECORDS

COUNTY will maintain full and accurate records with respect to all services performed under this Agreement. Subject to the provisions and requirements of Section 12, CITY, upon reasonable advance notice, will have access to such records during COUNTY's normal business hours, the right to examine and audit the same and to make a transcript therefrom, and to inspect all data, documents, proceedings, and activities related to COUNTY's performance of this Agreement. COUNTY will retain such financial and

program service records as required by applicable law after termination or final payment under this Agreement.

14. INSURANCE

- A. The Parties acknowledge and agree that each of them is a public agency and is self-insured. Each Party will maintain policies at coverage limits commensurate with its respective activities under this Agreement and as otherwise required by law. Each Party may, in its discretion, purchase commercial insurance to cover its exposure under this Agreement.
- B. Upon the reasonable request of either Party, the Parties will provide to each other a certificate of insurance, or a substantially equivalent document, evidencing their workers' compensation insurance coverage and general liability insurance coverage.

15. INDEMNIFICATION

- A. COUNTY agrees to indemnify, defend (with counsel acceptable to CITY), and save harmless CITY, its officers, agents, employees and volunteers, from any and all costs, expenses, claims, suits, and liability including bodily or personal injury to or death of any person, and for injury to or loss of any property, resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of COUNTY, its officers, agents, and employees, in performing or in failing to perform any services provided for, referred to in, or in any way connected with the services to be performed under this Agreement.
- B. COUNTY, its officers, employee, agents, and department by this Agreement shall not assume any liability for the negligent or wrongful acts or omissions of CITY, nor any officer, agent, employee, or volunteer thereof, and CITY agrees to indemnify, defend (with counsel acceptable to COUNTY), and save harmless the COUNTY, its officers, agents, employees, and volunteers from any and all costs, expenses, claims, suits and liabilities resulting, arising out of, or in any way connected with any negligent or wrongful acts or omissions of CITY, its officers, agents, and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any services provided for, referred to in, or in any way connected with the performance of services under this Agreement.

16. DISPUTE RESOLUTION

The Parties shall cooperate in good faith to informally resolve any dispute or claim arising out of, relating to, or in connection with this Agreement, including but not limited to the performance of and payment for services described herein. If the Parties are unable to informally resolve a dispute within 90 days of notice of such dispute being received by the Parties, then either Party may pursue any remedies available at law or in equity.

17. 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.

18. ENTIRE AGREEMENT

This Agreement and its accompanying exhibits contain 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.

19. BINDING EFFECT

This Agreement shall inure to the benefit and shall be binding upon all of the Parties and their respective successors in interest.

20. 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 Section 7.

21. THIRD PARTY RIGHTS

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

22. 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.

23. SECTION AND PARAGRAPH HEADINGS

The headings of sections 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.

24. AUTHORITY

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.

25. 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 Party 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF VENTURA

By: 

Name: Dr. Loretta Denoring Dr. PH, MS

Title: Acting Director

Date: 9-18-2023

CITY OF SIMI VALLEY

By: 

Brian Paul Gabler, City Manager

Attest: 

Lucy Blanco, City Clerk

Approved as to Form:

By: 

David Caceres, City Attorney

EXHIBIT A

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

PROGRAM DESCRIPTION

TERM:

START: September 17, 2023

END: June 30, 2024

A. Community Service Coordinator Program; Generally

1. The purpose of this Agreement is to implement a Community Services Coordinator Program ("Program") in and for the City of Simi Valley. As more fully described herein, the Program shall consist of COUNTY providing a single, full-time member of its Ventura County Behavioral Health ("VCBH") Rapid Integrated Support and Engagement ("RISE") program team to work in conjunction and collaborate with CITY, including but not limited to its Simi Valley Police Department ("SVPD"), to coordinate the provision of non-emergent mental health field engagement and case management services for individuals identified as high utilizers of SVPD resources.
2. The Program is not a crisis intervention team program, an emergency response team program, or a psychiatric mobile response team, and the COUNTY staff member designated herein to serve as the Community Service Coordinator to work with CITY and the SVPD 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.

B. Community Services Coordinator Designation

1. The COUNTY employee that implements the Program and performs the services described in this Agreement shall be referred to as the Community Services Coordinator ("CSC").
2. The CSC shall be a member of the VCBH RISE program team and will possess the training, experience, and licenses/certifications, and will complete the background check, determined by the Parties to be necessary or appropriate for the implementation of the Program and performance of services under this Agreement.

3. Notwithstanding the foregoing, the Parties agree that the first CSC shall be the COUNTY employee currently working with CITY and its SVPD to provide services similar to those described in this Agreement.
 4. In the event that COUNTY needs or wishes to designate another COUNTY employee to be the CSC during any term of this Agreement, COUNTY will provide CITY reasonable advance written notice of the change and propose another VCBH RISE program team member (with his/her qualifications) to be the CSC. As soon as possible after CITY receives any such notice, the Parties will meet to determine whether they mutually agree on the COUNTY employee proposed to be the CSC. If the Parties are unable to mutually agree on the designation of a CSC, either (i) the Parties may agree to continue to meet to discuss a mutually agreeable VCBH RISE program team member to be the CSC or (ii) either Party may terminate this Agreement pursuant to Section 6 of the Agreement.
- C. COUNTY and CSC Roles and Responsibilities. COUNTY and CSC will perform the following services and functions:
1. The CSC will collaborate and partner with CITY's Law Enforcement Partnership Officer, as designated pursuant to Section D(1) of this Exhibit A, to provide non-emergent mental health field engagement services and case management services to individuals in the City of Simi Valley identified by CITY as high-utilizers of SVPD services. Services may include but not be limited to the following:
 - Meet and engage on a regular basis with identified individuals to determine mental health needs.
 - Provide non-emergent mental health case management activities services, including non-medical initial screenings, needs assessments, and referrals to providers of appropriate levels of care.
 - Provide basic non-medical follow-up care and case management services, as individually appropriate, in the field to ensure the appropriate linkage to mental health care and resources within the community of individuals identified as high utilizers of SVPD services.
 - Collaborate with CITY's Law Enforcement Partnership Officer to identify and develop case files for individuals that are high utilizers of SVPD services.
 2. Notwithstanding anything in this Exhibit A to the contrary, and consistent with Section 4 of the Agreement, COUNTY will determine the type and scope of services and CSC activities to be performed to implement and administer the Program and in the case of any particular individual or specific incident. COUNTY, in its sole and absolute discretion, may decide that the CSC will not provide or perform any service or function that is inconsistent with his/her job/position

description, requires a specialized license or certification, violates applicable law, or jeopardizes the safety or welfare of the CSC.

3. The CSC will have the following weekly schedule:

Sunday	N/A
Monday	Off every other Monday / On 8-5pm
Tuesday	8:00 am – 6:00 pm
Wednesday	8:00 am – 6:00 pm
Thursday	8:00 am – 6:00 pm
Friday	8:00 am – 6:00 pm
Saturday	N/A

The Parties may change or update this schedule with an amendment executed pursuant to Section 7 of the Agreement.

4. Upon the reasonable request of CITY or SVPD, COUNTY will provide CITY and SVPD training on mental health services and applicable health and medical privacy and confidentiality laws and rules consistent with VCBH policies and procedures.
5. COUNTY and CSC will protect, and will only use and disclose, the health information and records of identified individuals according to applicable federal and state confidentiality and privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 [Pub. L. No. 104-191], the substances abuse confidentiality regulations at 42 C.F.R. Part 2, California Welfare and Institutions Code section 5328, and the implementing regulations thereof.
6. On a regular basis to be determined by the Parties, but not less than once per calendar year, COUNTY will meet with CITY and SVPD to discuss and review the implementation and administration of the Program, including but not limited to the budget and expenditures for services under this Agreement.
7. COUNTY will provide written copies of all CITY and SVPD policies and procedures received pursuant to Section D(5) of this Exhibit A to the CSC and ensure that the CSC complies with all such policies and procedures when performing under this Agreement. The CSC will comply with all CITY and SVPD policies, procedures, rules, and regulations while performing Program services.
8. COUNTY shall not use or employ any volunteer or student worker to perform any services or functions under the Agreement.
- D. CITY Roles and Responsibilities. CITY will perform and/or provide the following in support of the Program and the CSC's performance of services:

1. CITY will dedicate a SVPD detective to serve as the single point of contact to collaborate and partner with the CSC and his/her performance of Program services. This person shall be referred to as the Law Enforcement Partnership Officer.
2. As soon as possible following the execution of this Agreement, CITY and SVPD will identify and prepare a case load of individuals that are high utilizers of SVPD services and provide a copy of that case load to COUNTY and the CSC for engagement and receipt of Program services. Thereafter, on an ongoing basis, SVPD will identify additional individuals and/or prepare additional case files for referral to the CSC for engagement and the receipt of Program services.
3. CITY and SVPD will promptly respond to requests made by COUNTY or the CSC for data and information related to the Program and identified individuals to the extent permitted by state or federal law (e.g., information and records related to utilization of services, history, arrests, incarceration).
4. Upon reasonable request of COUNTY, CITY will meet with COUNTY to discuss changes and updates to the CSC work schedule set forth in Section C(4) of this Exhibit A.
5. As soon as possible following the execution of this Agreement, CITY and SVPD will provide COUNTY written copies of all applicable policies, procedures, rules, and regulations related to COUNTY's and the CSC's performance of Program services pursuant to this Agreement, including but not limited to all applicable CITY and SVPD facility and safety policies and procedures. As necessary, CITY and SVPD will provide COUNTY and the CSC trainings on applicable CITY or SVPD policies and procedures and/or related to the CSC's performance of Program services.
6. CITY and SVPD will participate in trainings provided by COUNTY or the CSC pursuant to Section C(4) of this Exhibit A.
7. CITY and/or SVPD, as the case may be, will attend and participate in all meetings of the Parties, including but not limited to any meetings requested by COUNTY or the CSC to discuss the performance of Program services as well as particular identified individuals and incidents.
8. CITY reserves the right to request that COUNTY remove and/or replace the COUNTY employee designated to serve as the CSC from any CITY facility whose conduct or work with identified individuals, CITY or SVPD staff, or the public is not in accordance with CITY or SVPD policies and procedures. If a COUNTY employee is removed and/or replaced pursuant to this Section D(8), any new CSC will be designated in accordance with Section B of this Exhibit A.

EXHIBIT B

AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE CITY OF SIMI VALLEY FOR COMMUNITY SERVICES COORDINATOR SERVICES

PAYMENT PROVISIONS

TERM:

START: September 17, 2023

END: June 30, 2024

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

1. Compensation: Not-To-Exceed Limit. CITY shall pay COUNTY \$12,162.07 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 \$145,944.82 ("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.
 - B. Although COUNTY will prepare and submit to CITY invoices on a monthly basis, the Parties agree that CITY may pay COUNTY on a quarterly basis every July 1, October 1, January 1, and April 1 that the Agreement remains in effect.
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 foregoing, 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 dispute 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 of the Agreement.