

AGREEMENT
between
SUPERIOR COURT of CALIFORNIA, COUNTY of VENTURA
and
THE COUNTY OF VENTURA
acting by and through the
VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE
for the
FIREARM RELINQUISHMENT PROGRAM

RECITALS

WHEREAS, the Superior Court of California, County of Ventura ("Court") has received funding from the Judicial Council of California ("JC") to create or expand a Firearm Relinquishment Program ("Program") pursuant to Assembly Bill 178, amending the Budget Act of 2022; and

WHEREAS, this funding is available to support court-based firearm relinquishment programs to ensure the consistent and safe removal of firearms from individuals who become prohibited from owning or possessing firearms and ammunition pursuant to court order; and

WHEREAS, the funding obligates a court to contract with at least one law enforcement agency located within the county for firearm relinquishment activities that cannot reasonably and safely be conducted by the court; and

WHEREAS, the Court declared its intent to contract with the County of Ventura's ("County") District Attorney's Office ("DAO") for such activities, which include, but are not limited to, investigating whether firearms and ammunition have been relinquished, removing them if necessary, and reporting firearm disposition information to the Department of Justice ("Firearm Relinquishment Activities", as further defined below); and

WHEREAS, DAO has experienced and qualified staff and/or contracts with service providers capable of delivering and coordinating with other law enforcement agencies for Firearm Relinquishment Activities; and

WHEREAS, the JC has consented to the Court's subcontracting with DAO for Firearm Relinquishment Activities.

AGREEMENT

NOW THEREFORE, the Court and the County acting by and through the DAO (collectively referred to as "Parties") enter this agreement ("Agreement") for the provision of Firearm Relinquishment Activities under the following terms and conditions:

1. PURPOSE and INTENT: To enable County, through DAO, to provide Firearm Relinquishment Activities pursuant to AB 178; to support a Court-based firearm relinquishment program to ensure the consistent and safe removal of firearms from individuals who become prohibited from owning or possessing firearms and ammunition pursuant to Court order.

2. GOALS of the FIREARM RELINQUISHMENT PROGRAM: Allow for additional staff and other resources to be provided to DAO's Bureau of Investigation, Firearm Relinquishment Services Unit.

Provide for, and coordinate with other law enforcement agencies for the safe removal of firearms and ammunition from prohibited persons.

Improve coordination and communication between DAO, other law enforcement agencies and the Court to ensure compliance with court orders.

3. RESPONSIBILITIES:

A. DAO Responsibilities

DAO will perform Firearm Relinquishment Activities through its Firearm Relinquishment Services unit, as described below:

1. Review information and investigate to determine the likelihood a prohibited person owns or possesses a firearm or ammunition.
2. Determine which agency will have jurisdiction of the investigation.
3. Coordinate with other law enforcement partners as necessary to ensure follow up investigation is completed and to provide training about the Program.
4. Report findings to the Court for potential civil or criminal actions.
5. Process and serve Court orders.
6. Coordinate the acceptance of firearms and ammunition from prohibited persons and delivery of same to justice partners.
7. Assist Court as needed in compiling data to be submitted to the JC including:
 - a. The number of:
 - i. Filings addressed by type of order.

- ii. Firearm-related background checks conducted.
 - iii. Individuals who relinquish firearms voluntarily.
 - iv. Firearms relinquished and to whom relinquished.
 - v. Firearms removed and their disposition.
- b. The average number of days from firearm and ammunition prohibition by the Court to removing or confirming relinquishment, calculated according to the table below:

Description/Period of Performance	Due Date
February 1-April 30, 2023	May 15, 2023
May 1-July 31, 2023	August 15, 2023
August 1-October 31, 2023	November 15, 2023
November 1, 2023-January 31, 2024	February 15, 2024
February 1-April 30, 2024	May 15, 2024
May 1-July 31, 2024	August 15, 2024
August 1-October 31, 2024	November 15, 2024
November 1, 2024-January 31, 2025	February 15, 2025
February 1-April 30, 2025	May 15, 2025
May 1-June 30, 2025	July 15, 2025

8. Participate with Court in any JC sponsored evaluation of the Program.

B. Court Responsibilities

Court will perform the following services associated with the Program:

1. Identify all restrained persons subject to protective orders that require the relinquishment of all firearms and ammunition in their possession. Court's process may include:
 - a. Questioning by the judicial officer on the possession of firearms or ammunition.
 - b. Inquiry to the protected person(s) if the subject of the order has firearms or ammunition.
 - c. Record checks of registered firearms by the restrained person.

2. Provide information to the restrained person on where to relinquish the firearms and what documentation to provide the Court.
3. Notify law enforcement and DAO of the restraining order and relevant information about firearms.
4. Conduct restraining order compliance hearings.
5. Transmit Court orders of non-compliance to law enforcement and prosecuting agencies.
6. Update case management and firearms related systems.
7. Collect required data and submit to the California Courts Protective Order Registry (CCPOR).
8. Expand collaboration with the Ventura County Family Justice Center.
9. Manage data reporting requirements under the terms of the grant and make reports to the JC.
10. Send representatives to Program steering committee meetings with the DA and other justice partners.
11. Send representatives to attend relevant training regarding firearm relinquishment hearings and court processes.

C. Additional Responsibilities

1. Court and DAO agree that they will establish: (a) mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement and (b) appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable local, state, and federal laws and regulations.
2. Court and DAO agree to establish mutually satisfactory methods for problem resolution at the lowest possible level, leading to problem resolution up through Court's and DAO's respective chains of command only as necessary.
3. Court and DAO agree that they will be aligned to the common goal of compliance with Court orders removing firearms and ammunition from restrained persons.

4. DAO agrees not to use funds provided by Court pursuant to this Agreement for Firearm Relinquishment Activities to supplant or replace already allocated funding for the salaries of DAO staff or other DAO expenses for Firearm Relinquishment Activities. Pursuant to this Agreement, DAO certifies that no supplantation of federal, state or local funds shall occur in the providing of Firearm Relinquishment Activities. Funds provided by the Court shall only be used for Firearm Relinquishment Activities for which no funds have been previously allocated.

4. General Terms

A. Term

- The term of this Agreement begins on the date approved by the County's Board of Supervisors and signed by County. This Agreement terminates on June 30, 2025 unless extended or terminated earlier pursuant to this Section 4. This Agreement covers the funding period from February 1, 2023, through June 30, 2025.

B. Termination

Each party has the right to terminate this Agreement upon 60 days' prior written notice to the other party.

C. Availability of Funds

Both Parties acknowledge that the Parties' obligations under this Agreement are subject to the availability of grant funds provided by the Judicial Council. Expected or actual funding from the Judicial Council may be withdrawn, reduced, or limited prior to the expiration or termination of this Agreement. If the Court receives notice that grant funds made available by the Judicial Council differ (or will differ) materially from the budget amounts set forth in Section 5(A) of this Agreement, the Court will immediately notify DAO. In the event that funding is withdrawn, reduced, or limited, the Parties will cooperate to reduce or eliminate the obligations under this Agreement commensurate with the reduction of funding during the corresponding fiscal year.

D. Alteration of Terms

It is mutually agreed that this Agreement may be modified or amended only upon the written mutual consent of the Parties hereto.

E. Risk Allocation

The Parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, the Parties agree that if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission

occurring in the performance of this Agreement, the Parties' respective pro rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

F. Entire Agreement

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings of the Parties. Any amendment to this Agreement shall not be valid or binding unless in writing and signed by each of the Parties hereto.

G. Severability

Should any portion of this Agreement be determined by a court of competent jurisdiction to be in conflict with any applicable law, such portion shall be considered severed from this Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby.

H. Interpretation of Agreement

For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the Agreement.

I. Recitals; Headings

The section above entitled "Recitals" is incorporated into and made part of this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

J. Counterparts

This Agreement may be executed in one or more counterparts (including multiple signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

K. Third-Party Beneficiary

No person or entity other than the Parties hereto shall have any right of action under this Agreement. No claims, demands, or causes of action by any entity, party, or person claiming to be a third-party beneficiary hereunder are enforceable.

5. Fiscal and Program Provisions

- A. Court will reimburse DAO as provided by the terms of the grant for employee salaries and benefits, services and supplies, and training utilized by the DAO for Firearm Relinquishment Activities.

The total reimbursement under this Agreement is not to exceed \$925,074.63:

1. Fiscal Year 2022-2023: The budget is \$ 159,495.63
2. Fiscal Year 2023-2024: The budget is \$ 382,789.50
3. Fiscal Year 2024-2025: The budget is \$ 382,789.50

- B. DAO will invoice Court by the 10th of each month for the preceding month(s). Invoices will include all supporting documentation. Court will make payment no later than 30 days after receipt of properly completed DAO invoice.

- C. Invoices shall clearly indicate and include:

- DAO's name, address, and remittance address, if different from the mailing address.
- DAO's accounting contact name, telephone, and e-mail address.
- The Fiscal Year of the Agreement, and the Program title (Firearm Relinquishment Program).
- The amount of reimbursement requested for each category line item of allowable expenses, including a total amount.
- All pertinent back-up documentation, including, but not limited to, time studies for staff who do not work exclusively on the project; copy of paid invoices for services and supplies purchases; and invoices for outside professional services.
- The signature(s) of the authorized DAO official(s).
- The total billing amount requested.
- The following certification: To the best of my knowledge and information, I hereby certify that the amount billed above is true and correct in accordance with the Firearm Relinquishment Program Agreement.

DAO shall submit invoices to:

courtinvoices@ventura.courts.ca.gov (preferred method)

or

Ventura Superior Court
Fiscal Services, Attn: Accounts Payable
800 S. Victoria Ave.
Ventura, CA 93009

To be eligible for reimbursement, all billed charges must be incurred within the respective fiscal year period. County's final invoice must be received by the Court no later than 15 days from the fiscal year period end date. Failure to meet the final invoice submittal date may result in non-payment of the invoice.

6. Auditing and Monitoring

- A. DAO agrees to permit Court and the JC or any of their duly authorized representatives to have access to, and to examine and audit, any pertinent books and records related to this Agreement.
- B. DAO shall keep fiscal and Program records. Fiscal records shall be kept in accordance with generally accepted accounting procedures.
- C. DAO shall maintain all records pertaining to service delivery and all fiscal, statistical, and Program records locally (within the County). Records shall be available for examination by Court and JC audit for a period of five (5) years after final payment under the Agreement or until any applicable audits are completed and settled, whichever is later. Program data shall be retained and made available upon request or turned over to Court. Failure to maintain acceptable records per the requirements is grounds for termination of the Agreement.

7. Contacts

District Attorney's Office	Court
<u>Project Manager</u> Chris Borkovec, Commander Christopher.Borkovec@ventura.org 805-477-1647	<u>Project Manager</u> Julie Dransart, Deputy Executive Officer Julie.Dransart@ventura.courts.ca.gov 805-289-8512
<u>Fiscal</u> Jenni Cain, Program Administrator III Jenni.Cain@ventura.org 805-477-1676	<u>Fiscal</u> Suzie Jue, Sr. Analyst, Fiscal Suzie.Jue@ventura.courts.ca.gov 805-289-8596

IN WITNESS THEREOF, Court and County have executed this Agreement as written.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF VENTURA**



Brenda L. McCormick
Court Executive Officer

07/10/2023

Date

APPROVED AS TO FORM

By: 

Michael Mayer
General Counsel

**COUNTY OF VENTURA,
DISTRICT ATTORNEY'S OFFICE**



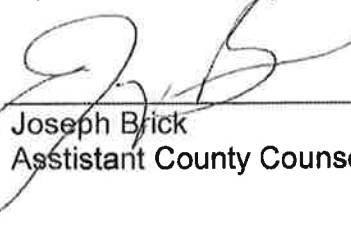
Erik Nasarenko
District Attorney



Date

APPROVED AS TO FORM

TIFFANY NORTH
County Counsel, County of Ventura

By: 

Joseph Brick
Assistant County Counsel