

**AGREEMENT BETWEEN COUNTY OF VENTURA  
AND \_\_\_\_\_  
FOR THE MOBILE OUTREACH CARE POD PROGRAM**

This Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the County of Ventura (“County”), and [organization name], whose address is \_\_\_\_\_ (“Organization”). County and Organization may be referred to individually as a “Party” or collectively as the “Parties.”

The purpose of this Agreement is to establish the terms and conditions for operation of a Mobile Outreach Care Pod (“Care Pod”) on the property of Organization located at \_\_\_\_\_ (“Property”). The Care Pod will provide limited medical services and bathing facilities for the Ventura County homeless population. County will continuously evaluate this program to determine its compatibility with the other uses of Property. The following mandatory conditions and criteria are to be adhered to at all times by Organization.

**1. Term of Agreement**

- 1.1. This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect for twelve (12) months. Upon expiration of the initial term, this Agreement may be extended for up to two (2) additional years with written agreement by the Parties. This Agreement may be terminated, without cause, by either Party upon thirty (30) days written notice.

**2. Responsibilities of Parties**

- 2.1. If at any time either Party determines that use of the Care Pod is creating negative impacts at Property or in the surrounding community, the Parties shall immediately meet to address the impact. If the impacts are not addressed to the satisfaction of County, this Agreement may be terminated.
- 2.2. The Parties will operate the Care Pod in accordance with this Agreement.

**3. Responsibilities of County**

- 3.1. County will provide one (1) self-contained Care Pod.
- 3.2. The Care Pod shall be situated on the Property as shown on the attached exhibit/site plan (Exhibit A).
- 3.3. County shall acquire all necessary environmental and health permits necessary to operate the Care Pod.
- 3.4. County shall operate the Care Pod no more than \_\_\_\_ (X) days per week, on days and at hours mutually agreed upon by County and Organization. County shall be permitted to retain the Care Pod on the Property during the term of this Agreement.

- 3.5. County operation of the Care Pod may include one or more of the following services for the Ventura County homeless population: bathing facilities, medical care, and community events at which social services are offered and provided, including enrollment in benefit programs such as MediCal and CalFresh, intake and referral for housing programs, assessment and referral for mental health and substance use services, veterans' services, distribution of food and clothing, and access to other available community resources.
- 3.6. During County operation of the Care Pod, County shall provide clinical staff (such as registered nurses, licensed vocational nurses, behavioral health clinicians and alcohol and drug treatment specialists) and non-clinical staff (such as program coordinators, medical office assistants and community health/community service workers) based on needs as determined by County.
- 3.7. During County operation of the Care Pod, County shall coordinate with Organization and other service providers for the provision of any services by Organization and other service providers. County shall provide training to and obtain all necessary background checks and TB tests of persons assisting with the provision of services during County operation of the Care Pod, except for officials, employees or volunteers of Organization.
- 3.8. County shall provide all medical and hygiene supplies necessary for the operation of the Care Pod by County. County may provide hygiene supplies to Organization for the operation of the Care Pod by Organization pursuant to Section 4.5 of this Agreement.
- 3.9. County shall provide and pay for the daily maintenance and cleaning of the Care Pod, including the interior and exterior of the Care Pod, during County operation of the Care Pod.
- 3.10. County may temporarily remove the Care Pod from Property at any time, upon reasonable advance notice to Organization, for the purpose of relocating the Care Pod to another location for use by County and/or a third party. If County temporarily removes the Care Pod from Property for such purpose, County may return the Care Pod to Property at any time, upon reasonable advance notice to Organization. Organization shall not be responsible or liable for the Care Pod during any time the Care Pod is not located on Property.
- 3.11. A Ventura Health Care Agency mobile health van may be present when Care Pod is being operated by County.
- 3.12. County shall be responsible for any damage to Property caused by the delivery of the Care Pod to, or the removal of the Care Pod from, Property or by County operation of the Care Pod.

#### **4. Responsibilities of Organization**

- 4.1. Organization shall clear and prepare the site shown in Exhibit A as necessary to receive delivery of the Care Pod.
- 4.2. Organization is responsible to maintain the Property in the same condition as when the Parties entered into this Agreement. Organization shall keep the Property clean of all debris.

- 4.3. Organization shall be responsible for managing its use of the Care Pod and to limit any negative impacts to the surrounding area.
- 4.4. Except during County operation of the Care Pod, Organization shall provide and pay for the daily maintenance and cleaning of the Care Pod, including the interior and exterior of the Care Pod.
- 4.5. When the Care Pod is not being operated by County, Organization is permitted to use the Care Pod for the limited purpose of providing bathing facilities to the Ventura County homeless population. A minimum of two trained staff members or volunteers of Organization shall be present at all times during such use of the Care Pod. Organization shall not provide any medical treatment or allow any medical treatment to be provided. Organization shall use the Care Pod in a manner that is compatible with other uses of the Property and does not negatively affect the community surrounding the Property. Organization's use of the Care Pod shall comply with all applicable federal, state and local laws.
- 4.6. Organization will provide training to, and obtain all necessary background checks and TB tests of, persons assisting Organization with the provision of services during any use of the Care Pod, including officials, employees and volunteers of Organization.
- 4.7. Organization agrees to keep and use the Care Pod only at the Property.
- 4.8. Organization shall not make any alterations or additions to the Care Pod without County's prior written consent.
- 4.9. Organization shall notify County promptly of any loss, theft, damage, or destruction of all or any part of the Care Pod.
- 4.10. Organization shall not move or transfer the Care Pod without County's prior written consent.
- 4.11. Organization shall procure and continuously maintain and pay for:
  - 4.11.1. Risk insurance against loss of and damage to the Care Pod for not less than the full replacement value of the Care Pod, naming County as loss payee; and
  - 4.11.2. Combined public liability and property damage insurance, with limits approved by County, naming County as an additionally named insured and a loss payee.

This insurance shall provide primary coverage for the protection of the Parties without regard to any other coverage carried by either Party protecting against similar risks. Organization shall provide County with an original policy or certificate evidencing the insurance. Organization hereby appoints County as Organization's attorney in fact, with power and authority to do all things, including but not limited to, making claims, receiving payments, and endorsing documents, checks, or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement. Organization shall provide at least thirty (30) days' advance written notice to County about any cancellation, change, or modification of the insurance coverage.
- 4.12. If the Care Pod is damaged or lost while in Organization's possession, Organization shall be responsible for such damage or loss and shall have the option to repair the damage to the Care Pod or replace the Care Pod. If the loss to the Care Pod is a total

loss and the loss is not covered by insurance, Organization shall pay County the fair market value of the Care Pod on the date of such loss.

- 4.13. Organization shall indemnify County against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by County in any way connected to Organization's use or possession of the Care Pod during the term of this Agreement due to Organization's negligence or willful misconduct.

## **5. Responsibilities of Party to be Determined**

- 5.1. Water – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.2. Power – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.3. Security – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.4. Drainage – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.5. Trash Removal – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.6. Porta-potties/facilities – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.7. Pod operators and volunteers – shall be provided by \_\_\_\_\_ when Care Pod is being operated by County.
- 5.8. Permitting – shall be paid for and provided by \_\_\_\_\_ when Care Pod is being operated by County.

## **6. General Provisions**

- 6.1. Amendments. Either Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and effective when executed by both Parties.
- 6.2. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this Agreement and over the Parties, and the venue shall be the Superior County in Ventura County.
- 6.3. Nondiscrimination. All services offered during the operation of the Care Pod by County or Organization shall not be contingent upon a person's participation in any program offered by Organization and shall be made available to all members of the Ventura County homeless population without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 6.4. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 6.5. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may request to renegotiate the terms affected by the severance.
- 6.6. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties intend and expressly agree that only the Parties shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

[Remainder of Page Intentionally Left Blank Signature Page Follows]

The signatures noted below represent acceptance of this Agreement and its conditions.

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| _____<br>County of Ventura - Signature | _____<br>Date |
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|                |       |
|----------------|-------|
| _____<br>Title | _____ |
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| _____<br>Organization - Signature | _____<br>Date |
|-----------------------------------|---------------|

|                |       |
|----------------|-------|
| _____<br>Title | _____ |
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Exhibit A  
Site Plan