

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.24
(ID # 9565)

MEETING DATE:

Tuesday, May 21, 2019

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Professional Services Agreement with the City of Palm Desert to Provide Behavioral Health and Homeless Outreach Services within the City of Palm Desert, District 4. [\$588,000 Total, 100% City of Palm Desert]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with the City of Palm Desert for the Homeless Outreach Services effective July 1, 2019 through December 31, 2020 in the amount of \$252,000, with the option for annual renewals for up to two (2) additional years and authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County; and
2. Authorize the Behavioral Health Director or his designee to sign ministerial amendments and annual renewals with the City of Palm Desert, not to exceed \$168,000 annually, through December 31, 2022.


ACTION: Policy


Matthew Chang, Director 5/7/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 21, 2019
xc: RUHS-Behavioral Health

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$168,000	\$588,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% City of Palm Desert			Budget Adjustment:	No
			For Fiscal Year: 19/20 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose and intent of the community collaborative between the Riverside University Health System - Behavioral Health (RUHS-BH) and the City of Palm Desert is to allow RUHS-BH service staff to provide homeless outreach services to link homeless individuals to housing, behavioral health, substance use, and primary care. This will include partnering with law enforcement and responding to calls for service involving homelessness and behavioral health issues. The City of Palm Desert desires to collaborate with the homeless outreach team, as qualified specialized homeless outreach, in order to decrease homelessness and adverse incidents involving mentally ill individuals within the City of Palm Desert.

The intent of the professional services agreement is to:

- Provide homeless outreach in order to engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder, and link them to all available RUHS-BH and community resources including housing in a coordinated and effective manner;
- Reduce law enforcement calls for service by providing mobile case management to homeless individuals to link them to housing;
- Provide behavioral health outreach services to those at risk of injury or death without appropriate behavioral health/substance use services provided directly in the community in collaboration with local law enforcement and other referring parties;
- Reduce jail incarcerations and involuntary behavioral health treatment/hospitalizations for individuals whose behavior is exacerbated by homelessness, influenced by a behavioral health crisis and who are the subject of 9-1-1 calls; and

Attempt to divert individuals with behavioral health (behavioral health and/or substance use) problems into appropriate community services and supports.

Impact on Citizens and Businesses

The behavioral health crisis intervention and homeless outreach services will expand the capacity to provide behavioral health services to citizens/clients of Riverside County who experience sudden behavioral health crisis in the community, or whose treatment in the standard outpatient setting has been disrupted. These services are a component of the


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STATE OF CALIFORNIA**

Department's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

This professional services agreement is funded through the City of Palm Desert and includes termination clauses, in the event applicable Federal, State and/or City funds become unavailable for the provision of services. The City of Palm Desert, at its option, may extend the term of this agreement for two one (1) year successive extensions at the discretion of the City Council of the City of Palm Desert.

The funding amount for FY19/20 is \$168,000 in which there are sufficient appropriations budgeted. The remaining amount of \$84,000 for FY20/21 and any future year extensions will be budgeted through the normal budget process. No County funds are required.


Brianna Lantajo

5/14/2019



Gregory V. Priamos, Director County Counsel

5/9/2019

Thank you.

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14TH day of March, 2019, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California ("City") and the County of Riverside, Riverside University Health System-Behavioral Health, with its principal place of business at 4080 Lemon Street, 5th Floor, Riverside, California 92501-3609, County of Riverside, State of California ("County"). City and County are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 County.

County desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. County represents that it is experienced in providing professional homeless outreach services.

2.2 Homeless Outreach Program.

City desires to engage County to render such professional services for homeless outreach ("Program") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services, Term, and Extension.

3.1.1 General Scope of Services. County promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply homeless outreach services necessary for the Program ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2019, to December 31, 2020, unless earlier terminated as provided herein. County shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.1.3 Extension. The City, at its option, may extend the term of this Agreement for two one (1) year successive extensions at the discretion of the City Council of the City, by giving written notice of the exercise of such option to the County prior to December 31, 2020, for the first extension and prior to December 31, 2021, for the second extension. In the event of the exercise of such option by the City, all other terms of this Agreement shall remain the same, except for the new termination date in Section 3.1.2 hereof.

3.2 Responsibilities of County.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by County or under its supervision. County will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains County on an independent contractor basis and not as an employee. County retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of County shall also not be employees of City and shall at all times be under County's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of County or any of County's officers, employees, or agents, except as set forth in this Agreement. County shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. County shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. County shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. County represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate County's conformance with the Schedule, City shall respond to County's submittals in a timely manner. Upon request of City, County shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by County shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. County has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, County may substitute other personnel of at least equal competence upon written approval of City. In the event that City and County cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Program or a threat to the safety of persons or property, shall be promptly removed from the Program by the County at the request of the City. The key personnel for performance of this Agreement are as follows: Marcus Cannon, Behavioral Health Services Supervisor.

3.2.5 City's Representative. The City hereby designates Christopher Gerry, Management Analyst, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by County but not the authority to enlarge the scope of work or change the total compensation due to County under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of work or change the County's total compensation subject to the provisions contained in Section 3.3 of this Agreement. County shall not accept direction or orders from any person other than the City

Manager, City's Representative or his/her designee.

3.2.6 County's Representative. County hereby designates Marcus Cannon, Behavioral Health Services Supervisor, or his/her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have full authority to represent and act on behalf of the County for all purposes under this Agreement. The County's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. County agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. County shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. County represents and maintains that it is skilled in the professional calling necessary to perform the Services. County warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, County represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, County shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the County's failure to comply with the standard of care provided for herein. Any employee of the County or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Program, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Program by the County and shall not be re-employed to perform any of the Services or to work on the Program.

3.2.9 Period of Performance. County shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). County shall also perform the Services in strict accordance with any completion schedule or Program milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and County ("Performance Milestones"). County agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Program Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. County shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Program or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. County shall be liable for all violations of such laws and regulations in connection with Services. If County performs any work knowing it to be contrary to such laws, rules and regulations, County shall be solely responsible for all costs arising therefrom. County shall defend, indemnify and hold City, its officials, directors, officers,

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; County. By executing this Agreement, County verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the County. County also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. County shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. County shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to County's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as County, County shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Program or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of County verifies that they are a duly authorized officer of County, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of County or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the County under Section 3.2.10.2); or (3) failure to immediately remove from the Program any person found not to be in compliance with such requirements.

3.2.10.4 Equal Opportunity Employment. County represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. County shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 Safety. County shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the County shall at all

times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting County's indemnification of City, and prior to commencement of work, County shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. County shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. County shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the County arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manger may modify this requirement if it is determined that County will not be utilizing a vehicle in the performance of his/her duties under this agreement.

(C) Workers' Compensation Insurance. County shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). County shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City of Palm Desert, its officers, agents, employees and volunteers.

(D) Umbrella or Excess Liability Insurance. County may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, County shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have

applied proves to be uncollectible in whole or in part for any reason;

- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

If coverage is maintained on a claims-made basis, County shall maintain such coverage for an additional period of three (3) years following termination of the Contract.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. County shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. County shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by County, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by County shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by County, or City will withhold amounts sufficient to pay premium from County payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California,

with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Palm Desert, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow County or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. County hereby waives its own right of recovery against the City of Palm Desert, its elected or appointed officers, agents, officials, employees and volunteers, and shall require similar written express waivers and insurance clauses from each of its sub-contractors.

(G) Enforcement of Contract Provisions (non estoppel). County acknowledges and agrees that any actual or alleged failure on the part of the City to inform County of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the County maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the County. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. County agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City of Palm Desert and its officers, officials, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that County's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. County agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Program who is brought onto or involved in the Program by County, provide the same minimum insurance coverage and endorsements required of County. County agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. County agrees that upon request, all agreements with consultants, sub-contractors, and others engaged in the Program will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the County ninety (90) days advance written notice of such change. If such change results in *substantial* additional cost to the County, the City and County may renegotiate County's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. County shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from County's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. County shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.3 Fees and Payments.

3.3.1 Compensation. County shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred and fifty-two thousand dollars (\$252,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. County shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by County. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of County's fees, the City shall give written notice to County within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. County shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination in accordance with section 3.6.1 and failure by the County to submit a timely invoice may constitute a waiver of its right to final payment.

3.3.3 Reimbursement for Expenses. County shall be reimbursed up to six hundred dollars (\$600.00) monthly for County vehicle leasing actual cost. County shall be reimbursed up to eighty dollars (\$80.00) monthly for County cell phone actual cost. County shall not be reimbursed for any other expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that County perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary for the Program. County shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 [Reserved]

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. County shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. County shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. County shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to County, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to County of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, County shall be compensated only for those Services which have been adequately rendered to City, and County shall be entitled to no further compensation. County may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require County to provide all finished or unfinished Documents and Data and other information of any kind prepared by County in connection with the performance of Services under this Agreement. County shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

County: Riverside University Health System – Behavioral Health
Program Support Unit
4095 Country Circle Drive
Riverside, CA 92503

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
ATTN: Christopher Gerry

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by County under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by County on other programs without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, County shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the County is entitled under the termination provisions of this Agreement, County shall provide all Documents & Data to City upon payment of the undisputed amount. County shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, County shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Program, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, County shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. County shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. County represents and warrants that County has the legal right to license any and all Documents & Data. County makes no such representation

and warranty in regard to Documents & Data which were prepared by design professionals other than County or its subconsultants, or those provided to County by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Program or another program, provided that any such use not within the purposes intended by this Agreement or on a Program other than this Program without employing the services of County shall be at City's sole risk. If City uses or reuses the Documents & Data on any program other than this Program, it shall remove the County's seal from the Documents & Data and indemnify and hold harmless County and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other program. County shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. County shall not be responsible or liable for any revisions to the Documents & Data made by any party other than County, a party for whom the County is legally responsible or liable, or anyone approved by the County.

3.6.3.4 Indemnification – Proprietary Information. County shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Program by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to County in connection with the performance of this Agreement shall be held confidential by County. Such materials shall not, without the prior written consent of City, be used by County for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Program. Nothing furnished to County which is otherwise known to County or is generally known, or has become known, to the related industry shall be deemed confidential. County shall not use City's name or insignia, photographs of the Program, or any publicity pertaining to the Services or the Program in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing County's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify County of its intention to release Proprietary Information. County shall have five (5) working days after receipt of the Release Notice to give City written notice of County's objection to the City's release of Proprietary Information. County shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) County fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel

such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, County shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of County, its officials, officers, employees, subconsultants or agents in connection with the performance of the County's Services, the Program or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. County's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by County, the City, its officials, officers, employees, agents, or volunteers.

3.6.6.2 If County's obligation to defend, indemnify, and/or hold harmless arises out of County's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, County's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the County, and, upon County obtaining a final adjudication by a court of competent jurisdiction, County's liability for such claim, including the cost to defend, shall not exceed the County's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, County must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by County. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, County shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Program.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. County shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to County include all personnel, employees, agents, and subconsultants of County, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. County maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for County, to solicit or secure this Agreement. Further, County warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for County, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City,

shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. County has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

Prior Approval Required. County shall not subcontract work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.


[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PALM DESERT AND COUNTY OF RIVERSIDE

CITY OF PALM DESERT

COUNTY OF RIVERSIDE


By: 
LAURI AYLAIAN, CITY MANAGER

By: 
KEVIN JEFFRIES, CHAIRMAN

ATTEST:

ATTEST:


By: 
Rachelle D. Klassen, City Clerk

By: 
Kecia Harper, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
City Attorney

By: 
Gregory P. Priamos
Deputy County Counsel

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"
SCOPE OF SERVICES

1. COUNTY RESPONSIBILITIES

- 1.1. County staff will assign one (1) full-time Behavioral Health Specialist II/III and one (1) full-time Mental Health Peer Support Specialist as defined by the County Personnel Code to provide Services.
- 1.2. County staff will work directly with City staff, including police personnel (Sheriff), to provide behavioral health resource knowledge and experience.
- 1.3. County staff will provide the appropriate electronic equipment, including cell phones that have email functionality.
- 1.4. County staff will work to find alternatives to divert behavioral health consumers into mental health services and supports including emergency housing, hospitalization, outpatient mental health services and other mental health services.
- 1.5. County staff will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use, and/or social services resources.
- 1.6. County staff will provide alternatives to mental health involuntary treatment through referral and linkage to other community based mental health and/or substance use and social services resources.
- 1.7. County staff will provide crisis intervention service planning for individuals with mental health issues.
- 1.8. County staff will work with Sheriff to improve the appropriateness and quality of behavioral health detentions.
- 1.9. County staff will work with police to provide direct intervention from the perspective of behavioral health background and training.
- 1.10. County staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with Sheriff.
- 1.11. County staff will provide assistance in dealing with calls involving homeless disturbances or violence that involve potential mentally ill or substance use consumers. County staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
- 1.12. County staff will visit local homeless service providers and engage homeless persons.
- 1.13. County staff will go with Sheriff to work with homeless people where they congregate in order to identify and engage persons that may be eligible for County services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons.

- 1.14. County staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
- 1.15. County staff will coordinate with jail incarceration diversion teams and programs including mental health and drug courts to intervene and help to divert persons with a serious mental health disorder into appropriate and recommended mental health treatment services and supports, and persons with impairing substance use disorders into substance use treatment services and supports.
- 1.16. County staff may work directly County Detention staff to coordinate mental health and/or substance use services and assist with issues involving inmates detained through City in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
- 1.17. County staff may work with other mental health crisis response services involving 9-1-1 calls relating to homelessness, such as training and support to ambulance emergency medical technicians and paramedics.
- 1.18. County staff will develop public information brochures regarding police/behavioral health collaboration relating to homelessness, contact information and phone numbers for community resources and referral, and Frequently Asked Questions.
- 1.19. County staff will work directly with City staff to identify and engage homeless persons who appear to suffer from a serious mental health and/or substance use disorder.
- 1.20. County staff assigned to City shall have lead County liaison responsibilities, providing linkage, coordination and follow-up communication with all County programs that would be appropriate to provide services and support to the homeless individuals, including family, as needed, for both new and existing consumers of service.
- 1.21. County staff shall submit regular progress reports to City staff; the frequency and substance of said reports shall be mutually agreed in the future.
- 1.22. And other duties as agreed upon between both Parties.

2. CITY RESPONSIBILITIES

- 2.1. City staff will provide County staff general access into the appropriate facilities.
- 2.2. City staff will provide cubicles or equivalent space for County staff to complete office work.
- 2.3. City will reimburse County for salary and benefit cost incurred for the positions.
- 2.4. City will reimburse County for vehicle leasing costs and cell phone costs incurred in order to provide Services.
- 2.5. And other duties as agreed upon between both parties.

**EXHIBIT "B"
SCHEDULE OF SERVICES**

The County shall provide the Scope of Services as defined under Exhibit "A" through the term of the Agreement as defined in Section 3.1.2.

**EXHIBIT "C"
COMPENSATION**

Compensation shall only be for direct operational costs associated with providing the Scope of Services defined in Exhibit "A".

<u>Month and Year</u>	<u>County Payment (Not To Exceed)</u>
July 2019	\$14,000.00
August 2019	\$14,000.00
September 2019	\$14,000.00
October 2019	\$14,000.00
November 2019	\$14,000.00
December 2019	\$14,000.00
January 2020	\$14,000.00
February 2020	\$14,000.00
March 2020	\$14,000.00
April 2020	\$14,000.00
May 2020	\$14,000.00
June 2020	\$14,000.00
July 2020	\$14,000.00
August 2020	\$14,000.00
September 2020	\$14,000.00
October 2020	\$14,000.00
November 2020	\$14,000.00
December 2020	\$14,000.00