

**AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND THE CITY OF SANTA CRUZ
FOR THE SANTA CRUZ POLICE DEPARTMENT MENTAL HEALTH LIAISON**

This Memorandum of Agreement is executed with the effective date of July 1, 2024 (“Effective Date”) by and between the County of Santa Cruz, hereafter referred as the COUNTY and the City of Santa Cruz, hereafter referred to as the CITY for the purpose of defining the relationship between the COUNTY and the CITY related to the provision of mental health outreach and crisis support services delivered through the County’s Mental Health Liaisons to the City of Santa Cruz Police Department (SCPD). COUNTY and CITY may be referred to individually as a “Party” and collectively, as the “Parties.”

RECITALS

WHEREAS, the parties named above have identified a need in the City of Santa Cruz and County of Santa Cruz for provision of mental health outreach, field crisis intervention, rapid response to mental health assessment requests from public safety officials and mental health consultation for individuals living within the CITY, and

WHEREAS, the CITY has indicated a need for downtown mental health support to ensure resources, services, and crisis intervention are provided to mentally ill individuals in the downtown area and elsewhere in the CITY; and

WHEREAS, since 1994, the CITY, via the former Redevelopment Agency, contracted with the COUNTY for a Downtown Outreach Worker (DOW) to provide homeless outreach and crisis intervention services in downtown Santa Cruz; and

WHEREAS, in its Fiscal Year 2022-23 Budget, the City Council authorized funding to share with the COUNTY the costs for DOW services (memorialized in a separate MOU), and the COUNTY contracted with Encompass Community Services to provide DOW staffing; and

WHEREAS, the City Council also authorized participation in and sharing in the funding with the County for the two (2) Mental Health Liaisons designated to serve the SCPD and to collaborate with public safety officials at the Santa Cruz Police Department; and

WHEREAS, the CITY and COUNTY intend to enter into this Agreement to reinstate this critical service from July 1, 2024 to June 30, 2025 with renewals possible between the parties annually thereafter, upon evidence of program success and to the extent their respective budgets allow.

AGREEMENT

IT IS THEREFORE AGREED between the CITY and the COUNTY to incorporate the above Recitals hereto and agree as follows:

I. **ROLE OF THE PARTIES:**

A. **COUNTY:**

1. The COUNTY shall provide funds in an amount not to exceed an annualized contribution of two hundred five thousand six hundred forty-one dollars (\$205,641) toward the three hundred fifty-six thousand thirty-one dollar (\$356,031) annualized cost of two SCPD Mental Health Liaison positions to provide special deployment and rapid response to SCPD service requests and field crisis intervention related to mental health issues, for the period from July 1, 2024 to June 30, 2025.
2. The COUNTY shall participate in the selection of qualified candidates for the SCPD Mental Health Liaison (MHL) positions who possess relevant experience and training.
3. The COUNTY shall designate a staff person, within County Behavioral Health, to fulfill the role of liaison between the CITY and the COUNTY, and this liaison shall be the contract manager for the SCPD Mental Health Liaison. The contract manager will be designated by the Director of Behavioral Health Services for Santa Cruz County.
4. The COUNTY contract manager shall conduct periodic meetings with the CITY, SCPD, and supervisory staff and directly with the MHLs for the purpose of reviewing the effectiveness of the program in accordance with the terms and conditions of this Agreement as well as the program deliverables.
5. For individuals determined eligible for COUNTY supported mental health and substance use disorder services, including residential, crisis and inpatient services, the COUNTY shall work with the SCPD Mental Health Liaisons to ensure timely access to these programs and services.
6. The COUNTY will be responsible for payroll related matters and provision of employment benefits to the Mental Health Liaisons as they are employees of the COUNTY.
7. The COUNTY will ensure that its employees, the MHLs, will comply and fulfill the scope of their duties in accordance with Attachment A. The COUNTY shall be responsible for the conduct and actions of its employees, the MHLs. The COUNTY agrees to waive any right to subrogation in favor of the CITY for all work performed by the COUNTY's employees.

B. CITY:

1. The CITY shall pay to the COUNTY funds in an amount not to exceed an annualized contribution of one hundred fifty thousand three hundred ninety dollars (\$150,390) toward the three hundred fifty-six thousand thirty-one dollar (\$356,031) annualized cost of two Mental Health Liaison (MHL) positions designated to provide special deployment and rapid response to SCPD

service requests and field crisis intervention related to mental health issues, for the period from July 1, 2024 to June 30, 2025.

2. The CITY shall participate in the review and selection of a qualified candidates for the SCPD MHL positions by participating in the interview and selection process.
3. The CITY shall provide in collaboration with SCPD, safety training for the MHLs related to protocols for civilians working with law enforcement and will assess the need for and provide safety equipment for the MHLs.
4. The CITY shall collaborate with the COUNTY to establish focused deployment schedules.
5. The CITY shall collaborate with the COUNTY to establish outcome measures for measurement of effectiveness of the program.
6. The CITY shall have the right to request that as the employer, the COUNTY ensure that the MHLs meet acceptable standards of performance. The CITY may request replacement of any MHLs who fail to competently perform the duties set forth in Attachment A. The CITY reserves the right to terminate this Agreement for breach of the terms of the Agreement.

II. COSTS FOR OPERATION IN FY 2024-25:

- A. The two (2) Santa Cruz Police Department Mental Health Liaison positions contracted for herein, shall each be a 1.0 Full-Time Equivalent (FTE) position and shall be COUNTY employees. The agreed upon maximum annualized cost for the two positions is \$356,031 and is provided by COUNTY Behavioral Health funds (\$205,641) and CITY funds (\$150,390).

III. INDEMNIFICATION FOR DAMAGES:

- A. Each party ("Indemnitor") shall mutually exonerate, indemnify, defend, and hold harmless each other including, without limitation, its respective officials, officers, agents, employees and volunteers ("Indemnitees") from and against:

Any and all claims, demands, losses, damages, attorneys' fees and defense costs, or liability of any kind or nature which Indemnitees may sustain or incur or which may be imposed upon it/them for injury to or death of persons, or damage to property, but only in proportion to and to the extent such are a result of, arise out of, or in any manner are caused by the negligent or intentional acts or omissions of Indemnitor, its officials, officers, agents, employees and volunteers relating to the performance or obligations under the terms of this Agreement.

IV. EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, the parties agree to the following:

- A. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18 years old), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The parties agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. In the event of non-compliance with the non-discrimination clauses of this agreement or with any of the said rules, regulations, or orders the non-compliant parties may be declared ineligible for further contracts with the COUNTY.

V. TERM AND TERMINATION:

- A. Unless modified or terminated, this Agreement expires on June 30, 2025. Any party may elect to terminate this Agreement by giving written notice sixty (60) days at any time prior to the renewal term period.
- B. Each party reserves the right to terminate or amend this Agreement without penalty or liability due to inadequate legislative appropriation of sufficient funds for services related to this Agreement.
- C. Upon termination, the parties will each be responsible for payment of the services up to the effective termination date; and thus the CITY, if it is the terminating party, shall be entitled to a reimbursement of the portion of its financial contribution for services not yet received.
- D. All indemnity and record retention obligations shall survive termination of this Agreement.
- E. Upon mutual written agreement by both parties, this Agreement may continue for ninety (90) days after June 30, 2025 until another agreement is negotiated and supersedes it and is approved by the COUNTY and CITY.

VI. MODIFICATION OF THIS AGREEMENT:

The terms of this Agreement may be modified by mutual agreement of the parties to the Agreement.

VII. BUSINESS SERVICES ADDENDUM

- A. This Business Services Addendum (this "Addendum") is entered into by and between COUNTY and the CITY in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. Seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").
- B. COUNTY and the CITY each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.
- C. All involved parties shall maintain compliance with all applicable federal, state and local statutes, regulations, policies, procedures and ordinances in providing client services, documentation, handling of private health information, patient confidentiality, and billing services.

VIII. MISCELLANEOUS

- A. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement. The parties agree that this Agreement supersedes any previous written or oral agreements between the parties pertaining to the subject matter thereof, and any modifications to this Agreement must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Agreement shall occur only in the COUNTY, notwithstanding the fact that one of the parties may reside outside the COUNTY.
- B. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- C. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
- D. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective the day and year first above written.

COUNTY OF SANTA CRUZ
Approved as to Form:

COUNTY OF SANTA CRUZ

DocuSigned by:

Office of the County Counsel
Date 5/12/2025

Health Services Agency Director or Designee
Date _____

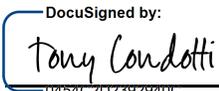
COUNTY OF SANTA CRUZ
Approved as to Insurance:

Signed by:

Risk Management
Date 5/12/2025

CITY OF SANTA CRUZ
Approved as to Form:

CITY OF SANTA CRUZ

DocuSigned by:

City Attorney
Date 5/16/2025

Signed by:

Matt Huffaker, City Manager
Date 5/20/2025

ATTACHMENT A
SERVICE DESCRIPTION

SANTA CRUZ POLICE DEPARTMENT MENTAL HEALTH LIAISON

SCPD Mental Health Liaison Duties and Responsibilities

- A. Respond to 5150/Welfare Checks with SCPD.
- B. Respond to calls from individual officers regarding mental health related calls for service.
- C. Provide mental health crisis assessment and intervention service as mutually scheduled for special deployment linking with officers in the downtown area, parks and patrol, and others as agreed.
- D. Interface with Downtown Accountability Program as appropriate, including but not limited to, assisting with linking/referring consumers with significant mental illness to County Mental Health Services.
- E. Provide mental health consultation to patrol officers and investigations.
- F. Provide follow-up with Jail Crisis Intervention services for consumers with mental health issues as result of field contact
- G. Assist with court liaison and MOST linkage as appropriate.
- H. Conduct educational trainings on mental health issues to the community as needed.
- I. Provide Crisis Negotiation Team consultation (after successful completion of training).
- J. The SCPD MHL shall be fully informed on service criteria for all health and social service agencies, Medi-Cal, Medicare benefits, and Social Security Disability benefits.
- K. The SCPD MHL is responsible for the tracking and reporting of outcome measures as mutually agreed by the County and City. Outcome measures include, but are not limited to:
 - 1. Number of contacts
 - 2. Number of contacts for recidivists
 - 3. Number of 5150s
 - 4. Number of individuals redirected to hospital diversion programs
 - 5. Number of referrals to County Mental Health services
 - 6. Number of contacts that result in Mental Health Probation (MOST team)

Training and Logistical Support

- A. The MHL will conduct regular trainings for SCPD staff for 5150 certifications.
- B. The MHL will conduct crisis assessment and intervention trainings as needed to SCPD staff.
- C. Both SCPD officers working with the MHL and the MHL will participate in CIT training.
- D. MHL and SCPD staff will participate in Crisis Negotiation training.
- E. MHL will successfully attend and complete Crisis Negotiation training for mental health workers.
- F. SCPD will provide safety training for the MHL related to protocols for civilians

working with law enforcement.

G. SCPD will assess the need for and provide safety equipment for the MHL.

Supervisory Responsibility for SCPD Mental Health Liaison

- A. Santa Cruz County Behavioral Health, Senior Behavioral Health Program Manager:
 - 1. Serves as the contract liaison between HSA and the City of Santa Cruz and SCPD.
 - 2. Is responsible to assure compliance with the MOU and services requested therein.
 - 3. The Sr. BHPM shall conduct periodic meetings with the SCPD and supervisory staff and directly with the MHL to assure service delivery.

- B. Santa Cruz County Behavioral Health, Supervising Mental Health Client Specialist for Forensic services:
 - 1. Provides clinical supervision for the Mental Health Liaison
 - 2. Provides procedural interface with the SCPD management liaison.

Certificate Of Completion

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Subject: Contract 25R0948(25-1671) 6/10/2025 BOS

Source Envelope:

Document Pages: 8

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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Status: Sent

Envelope Originator:

HSA Admin Processing

701 Ocean Street

Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

IP Address: 73.158.132.136

Record Tracking

Status: Original

5/9/2025 4:44:50 PM

Holder: HSA Admin Processing

hsa.adminprocessing@santacruzcountyca.gov

Pool: FedRamp

Pool: County of Santa Cruz

Location: DocuSign

Location: Docusign

Security Appliance Status: Connected

Storage Appliance Status: Connected

Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Uploaded Signature Image
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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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Tony Condotti

tcondotti@abc-law.com

Security Level: Email, Account Authentication (None)

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Matt Huffaker

mhuffaker@santacruzca.gov

City manager

Security Level: Email, Account Authentication (None)

Signed by:

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Jennifer Herrera Jennifer.Herrera@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Todd Guin Todd.Guin@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
