

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND THE COUNTY OF SANTA CRUZ**

THIS CONTRACT, is made and entered into this ____ day of _____,
by and between the **City of Watsonville**, a municipal corporation, hereinafter called
“City,” and the **County of Santa Cruz**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or
specialized services of an independent contractor to assist the City in the most
economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and
experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from July 1, 2024 to June 30, 2025, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such a statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

Consultant shall defend, hold harmless, and indemnify the City, its officers and employees, from any and all claims and/or injury or death to persons or damage to

property, arising out this Agreement and/or which result from the negligent act or omission of the Consultant, its officers, and/or employees.

City shall defend, hold harmless, and indemnify the Consultant, its officers and employees, from any and all claims and/or injury or death to persons or damage to property, arising out City's obligations under this Agreement and/or which result from the negligent act or omission of the City, its officers, and/or employees

In the event of concurrent negligence of the Consultant, its officers and/or employees, and the City, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

In the event of a dispute as to indemnification between the City and the Consultant, the payment of monies or apportionment of fault, as specified herein, the parties agree to select an arbitrator and be bound by the determination of the arbitrator.

If the parties cannot agree on the selection of an arbitrator, they may apply to the Santa Cruz County Superior Court for appointment of an arbitrator pursuant to Code of Civil procedure 1297.115 and may be challenged under Code of Civil Procedure Section 1297.121 et seq.

The duty of the City and the Consultant to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

SECTION 9. INSURANCE.

A. Each party shall furnish the other with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending coverage to include the contractual liability assumed by this Agreement. Both parties in this agreement are self-insured.

B. Each party shall have in effect, during the entire life of this Agreement, Workers' Compensation an employer liability insurance providing full statutory coverage. Each party certifies that it is aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.

C. Each Party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability insurance as shall protect it from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the performance of services under the Agreement. Such insurance shall be combined single, limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least \$1,000,000.

D. In the event of a breach of any provisions of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the non-breaching party at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of

this Agreement and suspend all further work or obligations pursuant to this Agreement.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) business days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

County of Santa Cruz
Health Services Agency
Mental Health and Substance Abuse Services
1400 Emeline Avenue, Bldg. K
Santa Cruz, CA 95060
(831) 454-7541

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

DocuSigned by:
BY Tamara Vides 5/17/2025
62EF430759F2477...
Tamara Vides, City Manager

ATTEST:

DocuSigned by:
BY Irwin Ortiz 5/19/2025
95926F9A882E4FA...
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

Signed by:
BY Samantha W. Zutler 5/14/2025
C0E26B96488341A...
Samantha W. Zutler, City Attorney

CONSULTANT

COUNTY OF SANTA CRUZ

BY _____
Jennifer Herrera, Interim Director
Health Services Agency

APPROVED AS TO FORM:

DocuSigned by:
BY [Signature] 5/12/2025
F0F6FD189D7848F...
Office of the County Counsel

APPROVED AS TO INSURANCE:

Signed by:
BY Gina Borasi 5/12/2025
E4EADC5BA53B4DB...
Risk Management

EXHIBIT “A”

SCOPE OF SERVICES MENTAL HEALTH LIAISON – WATSONVILLE POLICE DEPARTMENT (WPD)

Consultant shall provide a Mental Health Liaison (MHL).

1. Mental Health Liaison Duties & Responsibilities:
 - Provide rapid field-based response for calls to service to the WPD
 - Provide field-based 5150 assessments & crisis intervention with WPD
 - Provide rapid engagement, triage, assessment and disposition planning involving individuals with a severe mental illness and/or co-occurring disorders
 - Provide linkage to ongoing primary care, behavioral health and substance abuse services
 - Provide support, consultation and collaboration to officers regarding mental health related calls for service
 - Provide linkage and referrals for individuals to County Behavioral Health and/or alternative providers in the community
 - Provide culturally and linguistically appropriate services
 - Provide linkage and referrals to benefits representatives for assistance with application process for insurance coverage and social security benefits
 - Provide referrals and follow-up with Jail Mental Health clinicians for individuals arrested as a result of field contact with WPD as appropriate
 - Advocate for mental health probation terms and linkage to MOST Team services as appropriate
 - Conduct crisis assessment and intervention trainings as needed to WPD staff
 - Participate in Crisis Intervention Training
 - Conduct regular trainings for WPD staff for 5150 certification
 - Attend daily roll-call as needed/requested
2. MHL shall work within the law enforcement and the community to bring awareness to mental health related issues by:
 - Providing community education & training on mental health issues & services to the Watsonville community, organization & businesses, and
 - Increase access for individuals and families in need of mental health and substance abuse programs, services and treatment
3. Consultant shall track and report outcome measures as mutually agreed by the City of Watsonville and the Consultant. Outcome measures include, but are not limited to:
 - Number of contacts
 - Number of contacts for recidivists
 - Number of 5150 assessments and written holds
 - Number of referrals to County Behavioral Health services
 - Number of contacts that result in Mental Health Probation Terms
 - Number of contacts that result in opening to the MOST Team
 - Number of individuals referred to benefits representatives
 - Number of individuals benefited (Medi-Cal, health insurance and/or SSI) as a result of a MHL referral
 - Decrease number of mental health related law enforcement contacts
 - Decrease number of inappropriate emergency room visits

Estimated number of contacts annually:

-640 contacts

-400 unduplicated individual count

4. Supervision/Partnership with WPD:

- The Mental Health Liaison shall be based out of Watsonville and will be clinically supervised by the Consultant's MHL Team Supervisor
- The Liaison shall report on a daily basis to the designated WPD patrol officer and/or Sergeant as mutually agreed by WPD and Consultant
- The Liaison shall be on site at the WPD or in a patrol car with a designated WPD officer for increased availability as mutually agreed by WPD and Consultant
- The Liaison and WPD shall work together to form a strong partnership and collaboration with the goal of increased community safety while increasing referrals and access to individuals with behavioral health and substance abuse needs
- The Liaison shall be provided with and shall wear a bullet-proof vest for increased safety measures
- The Liaison shall be provide with an iPhone & laptop for field-based access to electronic health records provided by Consultant

5. Confidentiality:

Completed and signed "Release of Information" by client receiving services by the WPD MH Liaison is required in order for Consultant to share Protected Health Information with City.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence on July 1, 2024. All services performed under the provisions of this Contract shall be completed by June 30, 2025.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$70,653.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Certificate Of Completion

Envelope Id: 70783FED-87A6-466F-8ECC-E71E4E13E1D2

Subject: Contract 25R0139(25-1671) 6/10/2025 BOS

Source Envelope:

Document Pages: 10

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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 4:55:08 PM

Holder: HSA Admin Processing

Location: DocuSign

hsa.adminprocessing@santacruzcountyca.gov

Pool: FedRamp

Pool: County of Santa Cruz

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

DocuSigned by:

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Signature Adoption: Uploaded Signature Image

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Timestamp

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Viewed: 5/12/2025 7:41:49 AM

Signed: 5/12/2025 7:58:18 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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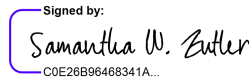
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Samantha W. Zutler

szutler@bwslaw.com

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

C0E26B96468341A...

Signature Adoption: Pre-selected Style

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Signed: 5/14/2025 5:07:50 PM

Electronic Record and Signature Disclosure:

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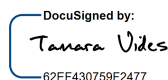
Tamara Vides

tamara.vides@watsonville.gov

City Manager

City of Watsonville

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 134.16.14.133


Signed using mobile

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Electronic Record and Signature Disclosure: Accepted: 6/1/2022 4:57:18 PM ID: d444ea9f-4589-4741-9f8b-3b8674e3980f		
Jennifer Herrera Jennifer.Herrera@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/15/2022 11:53:09 AM ID: adfbf871-ce91-4e73-80d4-0f78b849cdb5		
CBD eSignature cbd.esignature@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Editor Delivery Events	Status	Timestamp
Maite Arce Maite.Arce@santacruzcountyca.gov Associate Analyst County of Santa Cruz Security Level: Email, Account Authentication (None)		Sent: 5/19/2025 8:36:17 AM
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
HSA Admin Processing hsa.adminprocessing@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Carbon Copy Events	Status	Timestamp
Michael McLay Michael.McLay@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/7/2025 11:57:18 AM ID: a99313ab-101d-43b4-bd16-f35725a485c3		

Todd Guin
Todd.Guin@santacruzcountyca.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 3/7/2022 3:04:41 PM
ID: 5ede4305-f147-427a-a2e2-af0942d3b8bf

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		