

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF SAN JOSE
AND
THE COUNTY OF SANTA CLARA
REGARDING THE TRUSTED RESPONSE URGENT SUPPORT TEAM
PROGRAM**

WHEREAS, the mission of the City of San José (hereinafter “CITY”) is to provide quality public services, facilities, and opportunities that create, sustain, and enhance a safe, livable, and vibrant community for its diverse residents, businesses, and visitors. The CITY’s San José Police Department (hereinafter “SJPD”) is a progressive and professional organization dedicated to maintaining community partnerships which promote a high quality of life for the City’s diverse population; and

WHEREAS, the mission of the County of Santa Clara (hereinafter “COUNTY”) is to plan for the needs of a dynamic community, provide quality services, and promote a healthy, safe and prosperous community for all; and

WHEREAS, CITY and COUNTY may be referred to herein individually as a “Party” and collectively as “Parties;” and

WHEREAS, COUNTY’s Behavioral Health Services Department (hereinafter “BHSD”) currently operates the Trusted Response Urgent Support Team Program (or “TRUST Program”) to respond to lower acuity mental health calls County for persons 18 years or older; and

WHEREAS, COUNTY BHSD operates the TRUST program through two contractors: Pacific Clinics and Momentum; and

WHEREAS, COUNTY’s TRUST program teams consist of three personnel: (1) a first aid responder, (2) a crisis intervention specialist, and (3) a peer support specialist; and

WHEREAS, on June 13, 2024, City of San José City Council appropriated \$450,000 to fund an expansion of COUNTY’s existing TRUST program for CITY residents; and

WHEREAS, the Parties herein desire to enter into a Memorandum of Agreement setting forth the terms and conditions of the CITY providing these appropriated funds to COUNTY to expand TRUST services for CITY residents;

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

ARTICLE 1
TERM; EXTENSIONS; TERMINATION

1.1 Term of Agreement. The initial term of this Memorandum of Agreement (“MOA”) is from the date the MOA is fully executed to 08/1/2026.

1.2 Extension. This MOA may be extended beyond the initial term of the MOA upon a written amendment of this MOA signed by both Parties.

1.3 Automatic Termination. Notwithstanding the initial term described in 1.1 above, this MOA shall automatically terminate on 12/31/2024 if COUNTY has not provided CITY the written notice described in 2.4 below.

1.4 Termination without Cause. Either Party may terminate this MOA without cause by providing sixty (60) day written notice.

ARTICLE 2
SCOPE OF SERVICES

2.1 COUNTY will provide the following:

- a. A TRUST team, consisting of 3.0 full time employees (FTEs) [(1) a first aid responder, (2) a crisis intervention specialist, and (3) a peer support specialist], identically trained and equipped as COUNTY’s existing TRUST teams;
- b. A dedicated phone number to contact TRUST dispatchers without going through COUNTY’S 9-8-8 Suicide and Crisis Lifeline call center before 12/31/2025; and
- c. An annual written report on the TRUST program’s operations in the City of San José. The annual written report shall include the following data: (1) number of TRUST calls received; (2) average wait times per caller; (3) number of TRUST calls resolved telephonically; (4) number of TRUST calls requiring an urgent in-person field response; (5) average in-person response times for calls requiring a field response; and (6) field response outcomes. This report shall be delivered annually within 60 days of June 30th.

2.2 COUNTY agrees that TRUST personnel funded by this agreement shall only provide services to individuals within the geographic limits of the City of San José.

2.3 COUNTY agrees to provide CITY written notice of any planned or unplanned reductions in TRUST program service impacting CITY residents within 15 days of such reductions occurring.

2.4 CITY will transfer \$450,000 to COUNTY within 30 days of the COUNTY providing written notice that an additional TRUST team, as described in 2.1 above, has been identified and will be able to begin providing at least 40 hours per week of additional TRUST team coverage to CITY residents before 4/1/2025. This written notice must be made before the automatic

termination date described in 1.3 above (12/31/2024). For the purposes of this provision, “identified” means the COUNTY has a by-name roster of three qualified personnel ready to begin providing this coverage by 4/1/2025 deadline. Posting the position vacancies would not be sufficient to fulfill this provision.

2.5 COUNTY will return to CITY any portion of the transferred \$450,000 not expended by 8/1/2026.

ARTICLE 3 MISCELLANEOUS PROVISIONS

3.1 Collaboration. CITY and COUNTY have jointly developed this MOA. Both Parties are committed to working together to achieve stated project goals through regular meetings designed to develop and implement the project as well as monitor and evaluate the project.

3.2 Record Retention. CITY and COUNTY will maintain all documents and records which demonstrate performance under this MOA for a minimum period of three (3) years, from the date of termination or completion of this MOA.

3.3 Compliance with Non-Discrimination and Equal Opportunity Laws. CITY and COUNTY shall comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. CITY and COUNTY shall not discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

3.4 California Public Records Act. The Parties are public agencies subject to the disclosure requirements of the California Public Records Act (“CPRA”). In the event either Party receives a CPRA request for records related to the TRUST program the Parties shall collaborate to comply with the CPRA and to prevent disclosure of exempt records, such as medical or mental health records.

3.5 Contract Execution. Unless otherwise prohibited by law, CITY policy, or COUNTY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a

transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by both PARTIES.

3.6 Indemnification and Insurance.

a. Indemnification. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this MOA. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this MOA.

b. Insurance. Without limiting the indemnification of either Party to this Agreement, each Party shall maintain or cause to be maintained throughout the term of the Agreement the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; (ii) a policy of automobile liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate (iii) a policy of workers’ compensation providing statutory coverage; and (iv) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by a commercial general liability policy shall be endorsed to provide coverage to the other Party of the Agreement as an additional insured. Each Party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

3.7 Notices. All notices required under the terms of this MOA will be in writing and must be transmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the Parties as set forth below:

COUNTY OF SANTA CLARA:

Sherri Terao, Ed.D, Director
Behavioral Health Services Department
828 S. Bascom Ave., Suite 200
San José, CA 95128
(408) 885-5776
Sherri.terao@hhs.sccgov.org

CITY OF SAN JOSE:

Paul Joseph, Acting Chief of Police
San José Police Department
201 W. Mission Street
San José, CA 95110
(408) 277-4212
Paul.Joseph@sanjoseca.gov

A notice or other communication that is e-mailed is effective when sent, provided the sender receives an acknowledgment from the intended recipient (e.g., return receipt, return e-mail, or other written acknowledgment). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective three (3) calendar days after deposit in the United States mail.

3.8 Governing Law and Venue. CITY and COUNTY agree that the law governing this MOA shall be that of the State of California. In the event that suit shall be brought by either Party to this MOA, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

3.9 Interpretation, Prior Agreements and Amendments. This MOA 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 MOA may be modified only by a written amendment duly executed by the Parties to this MOA.

By signing below, each agency approves the conditions set forth in this MOA as well as the submitted application and proposed project budget.

“COUNTY”

County of Santa Clara

“CITY”

City of San José, a Municipal Corporation

DocuSigned by:
Sherri Terao 8/12/2024
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Sherri Terao, Ed.D. Date
Director
Behavioral Health Services Department

Sarah Zarate Date
Director, Office of the City Manager

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

DocuSigned by:
Megan Wheelahan 8/7/2024
09E48CE8893043D...

Megan Wheelahan Date
Deputy County Counsel

Carl B. Mitchell Date
Senior Deputy City Attorney

APPROVED:

DocuSigned by:
VincentdePaul Robben 8/9/2024
D8564BA08EDE444...

VincentdePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System