

SECOND AMENDMENT TO AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR
PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS AND
FAMILIES BETWEEN THE CITY OF SAN BUENAVENTURA AND
THE COUNTY OF VENTURA

This Second Amendment ("Amendment") to the Agreement to Provide Financial Support for Permanent, Year-Round Shelter Serving Homeless Individual and Families ("Agreement"), is made and entered into this (Date) by and between the CITY OF SAN BUENAVENTURA, a charter city and municipal corporation of the State of California ("City"), and the COUNTY OF VENTURA, a political subdivision of the State of California ("County").

WHEREAS, The City and County each approved the original Agreement on June 3, 2019; and,

WHEREAS, The First Amendment was approved by the City and County on February 3, 2022, establishing a new annual operational cost-share baseline of \$1,550,000; and,

WHEREAS, by mutual agreement, as provided for in Section 1.D. of the First Amendment, the parties agreed to a revised annual operating cost-share of \$1,674,310 effective July 1, 2023, approving the shelter operator's request for Consumer Price Index ("CPI") increase; and

WHEREAS, the shelter operator has advised the City of escalating operating costs that exceed the CPI increase; and

WHEREAS, staff from the City and County have met with the shelter operator on several occasions, to identify areas to reduce costs where feasible within the parameters of the existing operational contract with the City; and

WHEREAS, despite these cost reductions, an increased annualized operational budget of \$2,053,108 is necessary to sustain operations, exceeding the amount provided by a CPI increase; and

WHEREAS, the City has released an RFP for shelter operations to be effective January 1, 2025, with the goal of ensuring maximum efficiency and beneficial outcomes for shelter participants.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. Section 2.D., "DUTIES AND RESPONSIBILITIES – Adjustments to the Costs and Expenses," is deleted and replaced with the following:

2. D. For the first six months of Fiscal Year 2024/2025, the parties agree that the total contributions under this Agreement shall be \$1,026,554 to be evenly divided between the parties in accordance with subsections A through C of this section. During the term of this Agreement, the funding from the previous Fiscal Year may be adjusted for inflation by utilizing the Los Angeles/Long Beach CPI for all urban consumers. Such adjustment for inflation shall not require further amendment of this Agreement but may be agreed to by memorandum between City's Representative and County's Representative. Should any additional funding be desired or new or additional programs offered, the same shall be subject to further amendment to this Agreement.

2. No Additional Changes or Modifications. Except for the amendments provided herein, , all other terms and conditions of the Agreement, as amended, remain unchanged..

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