

FIRST AMENDMENT
to
AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A
PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN
SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA
PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

FISCAL YEARS 2023-2024 AND 2024-2025

The County of Ventura, City of Santa Paula, and City of Fillmore (collectively, “Parties”) hereby enter into this first amendment (“First Amendment”) to the Parties’ existing Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru (“Agreement”) dated August 8, 2023, as follows:

1. The financial contribution amounts by the respective Parties specified in Sections 1.b, 1.c, and 1.d of the Agreement are reduced as specified in this First Amendment.
2. Section 1.b is replaced in its entirety with the following:

b. **City of Santa Paula**

- i. *Santa Paula’s Contribution.* The City of Santa Paula, one of the Participating Cities, shall enter into an Operating Agreement with the Shelter Operator to operate the Shelter with a maximum of forty-nine (49) beds year-round. Unless expressly stated otherwise in this Agreement, County and the City of Fillmore shall not be a party to any contract with the Shelter Operator or for any construction contracts for the Shelter. The City of Santa Paula agrees to fund \$17,916.67 per month for 24 months as part of the Operating Agreement it enters into with the Shelter Operator.
- ii. *Fiscal Year 2023-2024: Parties’ Payments from Santa Paula to Shelter.* Excluding the \$150,000 direct payment from the City of Fillmore to Shelter Operator for fiscal year 2023-2024 in paragraph c. below, all County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2023-2024 will be given to the City of Santa Paula for transfer to the Shelter Operator. No later than thirty-five (35) days after the Operating Agreement is entered, and provided that the City of Santa Paula has received \$109,500 from County pursuant to paragraph d. below, and provided that the City of Fillmore has paid the Shelter Operator \$150,000 pursuant to paragraph c. below, the City of Santa Paula shall make its first payment to the Shelter Operator in an amount equal to \$45,833 per

month, inclusive of Santa Paula's share, retroactive to July 1, 2023, and prorated. Thereafter, for the remainder of fiscal year 2023-2024, the City of Santa Paula will pay \$45,833.33 to the Shelter Operator on the 1st of each month, inclusive of Santa Paula's share, such that by June 30, 2024, Shelter Operator will have received a total of \$550,000 toward the Base Operating Expense.

- iii. *Fiscal Year 2024-2025: Parties' Payments from Santa Paula to Shelter.* All County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2024-2025 will be given to the City of Santa Paula for transfer to the Shelter Operator. Provided the City of Santa Paula has received payments from County and City of Fillmore for fiscal year 2024-2025 in accordance with paragraphs c. and d. below, the city will pay \$58,333.33 to the Shelter Operator on the 1st of each month of said fiscal year, inclusive of Santa Paula's share, such that by June 30, 2025, Shelter Operator will have received a total of \$700,000 toward the Base Operating Expense for the 2024-2025 fiscal year.

- 3. Section 1.c is replaced in its entirety with the following:

- c. **City of Fillmore**

The City of Fillmore, one of the Participating Cities, agrees to contribute the sum of \$270,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. Pursuant to a separate agreement between Fillmore and the Shelter Operator, Fillmore will contribute a lump sum payment in the amount of \$150,000 for fiscal year 2023-2024 directly to the Shelter Operator. For fiscal year 2024-2025, Fillmore will pay the remaining \$120,000 contribution to the City of Santa Paula, on a quarterly basis, for transfer to the Shelter Operator. Starting the first day of July 2024, Fillmore will pay Santa Paula \$36,000 for the first quarter, \$36,000 for the second quarter, \$24,000 for the third quarter, and \$24,000 for the fourth quarter to cover its share of Shelter operating expenses from July 1, 2024, through June 30, 2025. At the end of each fiscal quarter, Santa Paula will submit to Fillmore a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the fiscal quarter. Payments by Fillmore for any period after June 30, 2025, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget between the Parties, as set forth in section 1.a above.

For purposes of clarity, the following table illustrates the payment schedule in this subsection:

Fillmore Payment Due to Santa Paula	July 1, 2024	Oct. 1, 2024	Jan. 1, 2025	April 1, 2025
Amount Due to Santa Paula	\$36,000	\$36,000	\$24,000	\$24,000
Santa Paula Statement Due to Fillmore	Sept. 30, 2024	Dec. 31, 2024	March 31, 2025	June 30, 2025

4. Subsections (i) through (iv) of Section 1.d are replaced in their entirety with the following:
 - i. *County's Contribution.* In consideration for the City of Santa Paula entering an Operating Agreement with the Shelter pursuant to the terms of this Agreement, the County agrees to contribute the sum of \$700,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. For each fiscal year, the County has agreed to match the combined contributions of Santa Paula and Fillmore. As such, County's total contribution is split between the two fiscal years as follows: \$350,000 for fiscal year 2023-2024 and \$350,000 for fiscal year 2024-2025.
 - ii. *Fiscal Year 2023-2024 Contribution.* The County's first payment under this Agreement will be an advance of \$109,500 from the \$750,000 reserve fund identified in section 1.d.v. to cover its share of Shelter operating expenses from July 1, 2023 through September 30, 2023, the first fiscal quarter. For the rest of the 2023-2024 fiscal year, County will pay Santa Paula \$109,500 at the end of the second quarter, \$93,500 for the third quarter and \$37,500 for the fourth quarter. All payments for fiscal year 2023-2024 will be made to Santa Paula for transfer to the Shelter Operator. Before the start of each new fiscal quarter, Santa Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.
 - iii. *Fiscal Year 2024-2025 Contribution.* Matching the combined contributions of Fillmore and Santa Paula in fiscal year 2024-2025, County will pay Santa Paula \$108,000 at the end of the first quarter, \$108,000 at the end of the second quarter, \$67,000 for the third quarter, and \$67,000 for the fourth quarter. All payments for fiscal year 2024-2025 will be made to the Shelter Operator by Santa Paula. Before the start of each new fiscal quarter, Santa

Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

- iv. For purposes of clarity, the following tables illustrate the payment schedule for fiscal years 2023-2024 and 2024-2025 in this subsection:

County Payment Due to Santa Paula	August 1, 2023	Oct. 31, 2023	Jan. 31, 2024	April 30, 2024
Amount Due to Santa Paula	\$109,500	\$109,500	\$93,500	\$37,500
Santa Paula Statement Due to County	Oct. 31, 2023	Jan. 31, 2024	April 30, 2024	July 31, 2024

County Payment Due to Santa Paula	July 31, 2024	Oct. 31, 2024	Jan. 31, 2025	April 30, 2025
Amount Due to Santa Paula	\$108,000	\$108,000	\$67,000	\$67,000
Santa Paula Statement Due to County	Oct. 31, 2024	Jan. 31, 2024	April 31, 2025	June 30, 2025

5. Except as expressly provided in this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.
6. Upon execution by all Parties, this First Amendment shall be deemed to take effect on June 24, 2025.

County of Ventura

City of Santa Paula

Dr. Sevet Johnson
County Executive Officer

Dan Singer
City Manager

ATTEST:

ATTEST:

Mia Martinez
Chief Deputy Clerk of the Board
County of Ventura

Julie Latshaw
City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

County Counsel
County of Ventura

Monica Castillo
Interim City Attorney

City of Fillmore

Carrie Broggie
Mayor

ATTEST:

Olivia Carrera Lopez
City Clerk

APPROVED AS TO FORM

Tiffany Israel
City Attorney