

**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 Individuals and Families ("Agreement"), is made and entered into this _____ day of _____ 2025, 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 City's 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 shelter operator's existing operational contract with the City; and

WHEREAS, despite these cost reductions, an increased annualized operational budget of \$2,026,126 is necessary to sustain operations, exceeding the amount provided by a CPI increase; and

WHEREAS, the City has selected Mercy House for shelter operations after a Request for Proposal process was conducted by the City 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.B. 3. DUTIES AND RESPONSIBILITIES – City" is deleted and replaced with the following:

(3) City will implement a Performance Based Outcome Specific Payment Structure that includes the following performance goals, reducing invoice payment by 5% should fewer than four of the following five goals be attained:

- Exits to Positive Destinations: Facilitate exits to permanent housing or other positive destinations for at least 30% of shelter residents.
- Housing Plans: Housing plans will be developed for each shelter resident within 30 days of entering the shelter.
- Length of Stay: Ensure an average length of stay of 180 days or less for non-PSH clients entering the facility on or after January 1, 2025.
- Occupancy Rate: Maintain a minimum shelter occupancy rate of 90%.
- Enrollment in Coordinated Entry System: Clients will be entered into CES within one week of entering the shelter.

(4) City will process payments within 60 days of receipt of complete and adequate documentation as outlined in their operational contract, providing documentation of same to County following payment.

2. "Section 2.C. DUTIES AND RESPONSIBILITIES – County" is deleted and replaced with the following:

(1) In consideration for City's operation of the shelter pursuant to the terms of this Agreement, County will pay City fifty percent (50%) of the actual and reasonable costs to operate the shelter for the period of January 1, 2025, through December 31, 2025, in accordance with the provisions of Section 2.B.3 above. Payments shall be made by the County to the City monthly.

(2) The County shall not be obligated to pay any invoice received more than 90 days after the end of the County's fiscal year on June 30th.

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

2. D. Adjustments to the Costs and Expenses. For Calendar year 2025, the Parties agree that the total initial maximum annual contributions under this Agreement shall be \$2,026,126 to be evenly divided between the Parties in accordance with subsections A through C of this section. During the term of this Agreement, the total contract value may be adjusted in November of each year for inflation by utilizing the average for the previous 12-months from 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.

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

IN WITNESS WHEREOF, the Parties hereto have signed and delivered this Amendment by the signatures of their authorized representatives on the date set forth below.

CITY OF SAN BUENAVENTURA, CITY

Date

Dr. Jeannette Sanchez-Palacios
Mayor

ATTEST:

By: _____
Michael B. MacDonald, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Javan N. Rad
City Attorney

COUNTY OF VENTURA, COUNTY

1/28/25

Date

Janice S. Parvin
Janice S. Parvin, Chair
Board of Supervisors

ATTEST:

SEVET JOHNSON, PsyD,
County Executive Officer, County of Ventura, and ex officio
Clerk of the Board of Supervisors

By: Lori Key
Lori Key,
Senior Deputy Clerk of the Board

