

July 18, 2023 (12:43 PM)

**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**

This 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 \_\_\_\_\_, 2023, is hereby entered into by and between the cities of Santa Paula and Fillmore (individually referred to as “Santa Paula” and “Fillmore”, respectively, and collectively as “**Participating Cities**”) and the County of Ventura (“**County**”) (Participating Cities and County each a “**Party**” and collectively the “**Parties**”).

**RECITALS**

**WHEREAS**, a serious need exists for a permanent, year- round shelter with sustainable funding to serve homeless individuals in Ventura County and particularly within the City of Santa Paula serving the Santa Clara Valley communities including the City of Fillmore and the unincorporated area of Piru;

**WHEREAS**, the Spirit of Santa Paula, a California nonprofit (“**Shelter Operator**”) operates a permanent, year-round shelter for homeless individuals at Harvard Shelter, located at 1498 E. Harvard Blvd. Santa Paula, CA 93060 (“**Shelter**”);

**WHEREAS**, City of Santa Paula, one of the Participating Cities, shall enter into a contract with Shelter Operator for the operation of the Shelter;

**WHEREAS**, the Shelter Operator currently provides a maximum of 49 beds year-round at the Shelter as approved by the Ventura County Fire Department;

**WHEREAS**, the Shelter’s remarkable development has been a herculean effort by hundreds of citizen volunteers who have donated valuable resources, including their labor to provide an extremely cost-effective Shelter program;

**WHEREAS**, the Shelter Operator advised that as of May 2023, its ongoing monthly expenses were approximately \$72,000 (**Base Operating Expense**) and this amount has been covered with one-time dollars which is not sustainable in the long-run;

**WHEREAS** Shelter Operator believes that for long-term sustainability of its facility it needs to attract a professional executive director for Spirit of Santa Paula augmenting or replacing their current volunteer position and establish a sustainable monthly funding stream for the Base Operating Expense and a reserve operating fund of \$750,000;

**WHEREAS**, the City of Santa Paula was awarded \$1.5 million by special State appropriation carried by Assemblymember Steve Bennett and provided the Spirit of Santa Paula with those funds for the capital construction costs of the Shelter;

**WHEREAS**, the Shelter is necessary to meet the growing challenge of homelessness and that the Participating Cities' and County's financial assistance to the Shelter (with the City of Santa Paula, one of the Participating Cities, acting as a conduit) serves the public purpose of providing temporary shelter and housing navigation services to the homeless population and achieving the goal of reducing the number of individuals experiencing homelessness; and

**WHEREAS**, the Shelter does and will continue to provide access to a range of programs and supportive services to temporarily shelter 49 homeless individuals. The Shelter shall meet the needs of the homeless population and will be operated by Shelter Operator under a contract with the City of Santa Paula, one of the Participating Cities, with the City of Fillmore and the County providing financial support as set forth in this Agreement.

**WHEREAS**, Assemblymember Steve Bennett is expected to use his best efforts to have the SPIRIT of Santa Paula, or if the name changes, to be recognized as the City of Fillmore's official homeless shelter by the State of California within the term of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, Participating Cities and County hereby agree as follows:

## **1. FINANCIAL CONTRIBUTIONS; DUTIES AND RESPONSIBILITIES**

### **a. All Parties**

i. With the exception of the two-year Initial Term, as defined in Section 3, and to the extent that the Parties agree to extend this Agreement, each of the Shelter's subsequent years of operation will be coterminous with a fiscal year running from July 1 to June 30. By or before April 1, 2025, staff of each Party will meet and jointly determine the budget to fund the base monthly expense for operation of the Shelter for the upcoming fiscal year (or other period) and the portion of the budget to be paid by each Party. Staff of each Party will then recommend to its respective governing body that the governing body approve the budget and apportionment of the budget among the Parties as prepared by staff. If the governing body of a Party does not approve both the budget and the apportionment by June 30, 2025, or by June 30 of any applicable fiscal year thereafter, then this Agreement shall automatically terminate and no Party will have any further obligations under this Agreement. The projected operating budget for the operation of the shelter through June 30, 2024 ("**FY 2023-2024 Budget**") is set forth in Exhibit A of this Agreement. The FY 2023-2024 Budget is for information purposes only. The Parties have no obligation to contribute beyond their respective shares as set forth in this Agreement. Unless this Agreement is amended before June 30, 2024 with an updated projected operating budget, the FY 2023-2024 Budget will serve as Shelter's projected operating budget for fiscal year 2024-2025.

ii. Payments contemplated by this Agreement by any Party 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 among the Parties. If the governing body of each Party approves the budget and the apportionment for the upcoming year of operation, the Parties' payments for that year of operation will be governed by the terms

of any future amendment to this Agreement then in effect, provided this Agreement has not been previously terminated.

iii. The Parties agree that the monthly Base Operating Expense for the Shelter for the Initial Term, as defined in Section 3, shall be \$72,000. The Parties further agree that payment of the financial contributions required by this Agreement shall not start until thirty (30) days after the City of Santa Paula has entered into a contract with the Shelter Operator to operate the Shelter (“**Operating Agreement**”). The \$72,000 Base Operating Expense shall not be increased without the written approval of the Participating Cities and the County. Unless expressly stated otherwise, nothing in this Agreement shall be construed to make either Participating Cities or County responsible for any costs incurred by Shelter Operator in excess of the \$72,000 Base Operating Expense. Should actual monthly Shelter costs be less than \$72,000, all Parties will reduce their respective contributions by the reduced amount divided proportionally among themselves.

iv. The Parties acknowledge that Fillmore’s \$150,000 lump sum contribution for fiscal year 2023-2024 will result in an aggregate contribution of \$73,000, exceeding the \$72,000 Base Operating Expense for that fiscal year. Fillmore expressly agrees that its \$150,000 contribution for fiscal year 2023-2024 will not be subject to paragraph iii above.

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 \$24,000 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 \$59,500 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 \$59,500 to the Shelter Operator on the 1<sup>st</sup> of each month, inclusive of Santa Paula’s share, such that by June 30, 2024 Shelter Operator will have received a total of \$714,000 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 \$72,000 to the Shelter Operator on the 1<sup>st</sup> 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 \$864,000 toward the Base Operating Expense for the 2024-2025 fiscal year.

c. **City of Fillmore**

The City of Fillmore, one of the Participating Cities, agrees to contribute the sum of \$294,000 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 \$144,000 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, equal to \$12,000 per month, to cover its share of Shelter operating expenses from July 1, 2024 through September 30, 2024. Fillmore will pay Santa Paula the same amount at the start of each fiscal quarter thereafter. 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:

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

d. **County**

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 \$870,000 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: \$438,000 for fiscal year 2023-2024 and a \$432,000 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 the \$109,500 at the end of each fiscal 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 the \$108,000 at the end of each fiscal 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:

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

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

v. In recognition of the \$1.5 million capital investment supplied by the City of Santa Paula, the County agrees to reserve, the sum of \$750,000, representing 50% of the \$1.5 million capital investment, to be held by the County as a reserve fund for the Shelter. Notwithstanding section 1.d.ii., above, such reserve fund shall be used exclusively for the sustainable operation and maintenance of the Shelter for emergency repairs and other essential items to include major facility repairs involving roofing, environmental controls, plumbing, appliances or essential furniture and equipment. (“**Reserve**”). Not later than thirty (30) days after

a written draw from Santa Paula, the County will disburse monies from the Reserve. The County will disburse requested funds when it is shown there is insufficient revenue to pay unforeseen costs, including without limitation damage or repairs, that, if not paid within a specified time, would prevent the operation of the Shelter in accordance with the objectives in this Agreement.

e. Additional Revenue

i. If the Shelter Operator receives grants in excess of \$200,000 in a fiscal year for use in the operation and maintenance of the Shelter, 75% of the amount in excess of \$200,000 shall be applied to the Shelter's expenses off the top and Participating Cities and County's respective financial contributions proportionally reduced. This provision shall be implemented so that Participating Cities and County benefit in proportion to their respective financial contributions.

ii. If Participating Cities or County (or any combination of the Parties) receive grants, for use in the operation and maintenance of the Shelter, such funds shall be applied to the Shelter's expenses off the top and Participating Cities and County's respective financial contributions proportionally reduced. This provision shall be implemented so that Participating Cities and County benefit in proportion to their respective financial contributions. Any proportional reduction in each party's financial contribution made pursuant to this paragraph ii. will be made regardless of whether that additional revenue was individually or jointly pursued or awarded.

iii. Private donations directly given to the Shelter Operator, or a Party or any non-profit for the operation of the Shelter shall be deemed to be under the control of the recipient, which shall have sole discretion over its use.

iv. Additionally, funds received by Participating Cities or County that have been historically awarded or allocated to each entity for other homeless-related programs or services, and which have not been identified for Shelter expenses, shall remain under the control of the recipient party, which shall have the sole discretion over the use of such funds.

## **2. PROGRAM OBJECTIVE AND PERFORMANCE**

Participating Cities and County agree that the following are goals, practices and principles that shall govern the operation of the Shelter. The City of Santa Paula shall work with Shelter Operator to include such goals, practices, and principles in this Section 2 in its contract with the Shelter Operator.

a. Service Model

i. The Shelter Operator will provide a safe place for homeless individuals to stay and stabilize while partnering with service providers to develop a plan for safe, secure, and permanent housing. The primary purpose of the Shelter beyond temporary sheltering is to leverage community resources that will assist homeless individuals in quickly securing and moving into suitable permanent housing and in achieving long-term housing stability.

ii. The Shelter Operator will participate in the Ventura County Continuum of Care's coordinated entry system, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System.

iii. The Shelter Operator will operate and develop the appropriate individualized case plan for each Shelter occupant that is client-centered, culturally, and linguistically appropriate, trauma-informed, and sensitive to the wide ranges of needs of the Shelter occupants, with the goal to transition the Shelter occupant to stable and affordable housing.

iv. The following competencies are integral parts of the program design and operation of the Shelter:

- (1) Low-barrier access and services
- (2) Housing first
- (3) Harm reduction
- (4) Trauma-informed care
- (5) Client-centered

b. Program and Service Components

i. Participating Cities and County encourage the Shelter Operator to implement the following program objectives:

(1) Manage program resources, including reasonable pursuit of grants to offset financial contributions from the Parties to this Agreement, to achieve cost efficiencies and effectiveness and to facilitate services to as many Shelter occupants as feasible;

(2) Expand the capacity to serve Shelter occupants by facilitating the delivery of services of multiple service providers; and

(3) Seek additional resources to augment emergency shelter and housing opportunities for Shelter occupants.

(4) Refer families with children to the County of Ventura Human Services Agency for alternative sheltering options such as CalWORKs Housing Support Program and other transitional housing options within one business day of admission to shelter.

ii. Participating Cities and County encourage Shelter Operator to work with each Shelter occupant to create an individualized case plan and provide the resources to achieve such a plan toward securing housing. To achieve these objectives, Participating Cities and County encourage Shelter Operator to perform, at a minimum, the following services and functions:

(1) Connect Shelter occupants to needed resources (income, counseling, substance abuse, etc.) by;

- (a) Developing personalized housing plan;
- (b) Supporting Shelter occupants in managing their own lives within the scope of their resources and abilities;
- (c) Providing housing location and counseling services;
- (d) Establishing relationships with private and public property owners and rental agencies;
- (e) Assisting to provide permanent housing opportunities to Shelter occupants; and
- (f) Assisting with housing applications.

(2) The case management services shall include the development of an individualized service plan based on needs, circumstances, and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

c. Reporting and Accountability Review

Participating Cities and County shall review the performance of the Shelter Operator at least quarterly to assess whether, using its best efforts, the following goals have been accomplished and/or maintained:

- i. Maintain an overall occupancy rate at the Shelter of 70% of the total available bed capacity.
- ii. Reduce the overall number of individuals experiencing unsheltered homelessness within the City of Santa Paula and the City of Fillmore.
- iii. Establish a goal of connecting at least 75% of the Shelter occupants with stable housing or “positive” exits to other acceptable living arrangements such as residential treatment, transitional housing, reuniting with relatives within 12 months.
- iv. Increase each Shelter occupant's income, including disability income and other public benefits for each participant.

**3. TERM AND TERMINATION**

a. The initial term of this Agreement shall begin on July 1, 2023, and expire on June 30, 2025 (“**Initial Term**”). On or before April 1, 2025, the Parties will meet and review Shelter Operator’s performance and discuss a potential future budget for the Shelter pursuant to Section 1 of this Agreement. No later than July 1, 2025, and every July 1 thereafter if the



Agreement is extended beyond that Initial Term (“**Anniversary Date**”), this Agreement shall be renewed with any modifications by written agreement of the Parties, unless terminated as provided below. The Parties have no obligation to extend the Agreement beyond the Initial Term ending June 30, 2025 and any renewal or modification is contingent on the approval of the respective Parties’ governing bodies.

b. A Party may terminate its participation in the Agreement effective on an Anniversary Date by giving at least 120 days' written notice prior to the Anniversary Date to the other Parties, with or without cause. For the avoidance of doubt, no Party may terminate its participation before July 1, 2025.

c. If a Party’s participation in this Agreement is terminated in accordance with the terms herein, and the remaining Parties elect to extend the Agreement for an additional fiscal year (or other period), the costs incurred to operate the Shelter after the Party’s termination will be solely the remaining Parties’ responsibility. Termination of this Agreement will have no effect on the Parties’ obligations under this Agreement nor under any other agreement prior to the effective date of termination.

#### **4. INDEMNITY AND INSURANCE AND HOLD HARMLESS PROVISIONS**

a. Since the City of Santa Paula is contracting with the Shelter Operator, and the Shelter Operator will have the primary responsibility for the Shelter operations, the City of Santa Paula will, at its sole cost and expense, obtain and maintain in full force during the term of this Agreement the following types of insurance:

i. General Liability "occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

ii. Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

iii. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of \$1,000,000.

b. All insurance required will be primary coverage as respects the Parties and any insurance or self-insurance maintained by the County and the City of Fillmore will be excess of the City of Santa Paula’s insurance coverage and will not contribute to it.

c. The Parties are to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

d. The County of Ventura, its boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done

by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

e. The City of Fillmore, its council, boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

f. The City of Santa Paula agrees to waive all rights of subrogation against the City of Fillmore, the County of Ventura, their boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by the City of Santa Paula under the terms of this Agreement as it pertains to Workers' Compensation.

g. Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's Risk Management Division.

h. The City of Santa Paula agrees to provide all Parties with the following insurance documents on or before the effective date of this Agreement:

i. Certificates of Insurance for all required coverage.

ii. Additional Insured endorsements.

iii. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

iv. Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement. The City of Santa Paula's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance.

i. As an alternative to a.-h. above, the City of Santa Paula can contract with the Shelter Operator so that the Shelter Operator, at its sole cost and expense, obtains and maintains in full force during the term of this Agreement the insurance specified in a.-h. above on behalf of all parties. Such Shelter Operator insurance would be primary coverage. In the event that the Shelter Operator fails to provide or maintain such coverage, the City of Santa Paula's obligation to provide insurance set forth in this section 4 shall apply.

j. The Participating Cities shall defend, indemnify and hold harmless the County, its Board of Supervisors, officers, directors, districts, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the Participating Cities, their officers, directors, agents, employees, or subcontractors. With respect to Santa Paula's obligations under this paragraph, "performance of the Agreement" does not include Shelter Operator's operation of the Shelter.

k. The County shall defend, indemnify, and hold harmless the Participating Cities, their officers, directors, districts, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

l. It is the intention of the Parties that the indemnity provisions of this section be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers.

## **5. LEGAL COMPLIANCE**

The Parties, in expending funds which will be used by Shelter Operator to operate the Shelter as contemplated in this Agreement, shall comply with all applicable federal, state, and local laws, regulations and ordinances.

## **6. GOVERNING LAW; JURISDICTION**

This Agreement and all matters pertaining thereto will be construed and enforced according to the laws of the State of California. Any litigation or other court proceeding shall take place in the state or federal courts located in the State of California, and the Parties will accept the exclusive jurisdiction of these courts. Venue shall be in the County of Ventura, California.

## **7. NOT CONSTRUED AGAINST DRAFTER**

This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

## **8. DISCLAIMER OF RELATIONSHIP**

Nothing in this Agreement will be deemed or construed to create any relationship of principal and agent, limited or general partnership, joint venture, or any association among the Parties.

## **9. SEVERABILITY**

If any provision of this Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

**10. DISPUTE RESOLUTION**

If the Parties have a dispute that they are unable to resolve at the staff level, any of the Parties may escalate the dispute to the executive staff level (*i.e.*, to the City Managers and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Managers and the County Executive Officer are unable to resolve the dispute, the item in dispute may be presented to the City Councils and the County Board of Supervisors for resolution.

**11. ENTIRE AGREEMENT; AMENDMENT; WAIVER**

Unless explicitly stated otherwise in this Agreement, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement can only be amended or modified in a writing signed by authorized representatives of each of the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged.

**12. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original.

*[Remainder of page intentionally left blank.]*

WHEREFORE, the Parties have executed this Agreement as of the date first written above.

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COUNTY OF VENTURA**

**CITY OF SANTA PAULA**

\_\_\_\_\_  
Matt LaVere  
Chair of the Board of Supervisors

\_\_\_\_\_  
Dan Singer  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
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

**DATE:** \_\_\_\_\_

**CITY OF FILLMORE**

\_\_\_\_\_  
Mark Austin  
Mayor

ATTEST:

\_\_\_\_\_  
David Rowlands

City Manager

APPROVED AS TO FORM

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Tiffany Israel  
Interim City Attorney

**EXHIBIT A**

**FY 2023-2024 Projected Operating Budget**

[Attached behind]