

AGREEMENT BETWEEN VENTURA VAGABOND INN, LLC
AND
THE COUNTY OF VENTURA
FOR IMPLENTATION OF A VOUCHER PROGRAM

This Agreement is entered into effective September 16, 2024 ("Effective Date"), by and between the County of Ventura ("County") and Ventura Vagabond Inn, LLC ("Owner"). County and Owner are referred to individually as "Party" or collectively as "Parties."

WHEREAS, County and Owner previously entered into a Lease Agreement effective March 1, 2023, through February 28, 2025, as amended ("Lease Agreement") for the provision of hotel/motel rooms at Owner's property, commonly known and referred to as 756 E. Thompson Blvd., Ventura, California ("Premises")

WHEREAS, this Agreement for the implementation of a voucher program for the provision of hotel/motel rooms, replaces, and supersedes the Lease Agreement, and confirms the Parties approval of the termination of the Lease Agreement, effective September 15, 2024.

WHEREAS, County and Owner now desire to implement a voucher program for the provision of hotel/motel rooms at the Premises, as hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. OWNER AGREES TO:

- a. Provide hotel/motel rooms at Premises as non-congregate shelter to eligible individuals who present an original embossed shelter voucher with wet signature issued by County ("Voucher") for the date or dates authorized by the Voucher. Owner agrees to require the individual to present photo identification to verify that the person redeeming the voucher is the person named on the Voucher.
- b. Owner may accept as many Vouchers per night as it has available rooms, up to a maximum of 35 rooms per night for a maximum length of stay of 28 days. Owners shall have the capacity to select the rooms to be offered to the guests.
- c. For those individuals not complying with the hotel general rules and policies, Owner will communicate with County's case manager and team to address challenges, if possible, in order to support the client's transition off property prior to refusing service or evicting.
- d. Provide County with original Vouchers and detailed reports outlining guest names and dates of stay.
- e. Provide County with invoices twice a month (on the 15th and the last day of the month) for Vouchers redeemed at Premises.

2. COUNTY AGREES TO:

Provide Owner with compensation at an all-inclusive rate of \$115.00 per night per room ("Total Nightly Rate"). The Total Nightly Rate shall be the maximum nightly compensation and shall include all required fees and taxes, including transient occupancy tax. Such payments will be made no later than 30 days from the receipt of an invoice as described in section 1(e).

3. TERM

This Agreement will be in effect from September 16, 2024, through November 15, 2024, subject to all the terms and conditions set forth herein.

County may, upon mutual written agreement, extend this Agreement for additional one (1) month periods.

County reserves the right to either accept or reject any proposed rate adjustments which, if Owner intends to submit a proposed rate adjustment, must be submitted, in writing, by Owner, thirty (30) days in advance of the effective date.

Continuation of the Agreement is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Agreement immediately and Owner will relieve County of any further obligation therefor.

4. TERMINATION FOR CAUSE AND CONVENIENCE

County shall be able to cancel the Agreement, without penalty to County, as follows:

- a. County at its sole option may terminate this Agreement upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Owner shall be paid for all rooms provided through the date of termination, as long as Owner meets the terms and conditions of this Agreement. On completion or termination of this Agreement, County shall be entitled to immediate possession of, and Owner shall furnish, all computations, correspondence and other pertinent data gathered or computed by Owner specifically for the services required hereunder prior to such termination.
- b. Owner hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination. This right of termination belonging to County may be exercised without prejudice to any other remedy which it may be entitled at law or under this Agreement.
- c. Upon termination or other expiration of this Agreement, each party will assist the other party in the orderly termination of the Agreement and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

5. INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY

Owner's obligations under this Agreement are undertaken at the risk of Owner, alone. Owner acknowledges that the Total Nightly Rate agreed upon as set forth in section 2 of this Agreement takes into consideration the risk of property damage and other injuries that may result from providing non-congregate shelter to individuals pursuant to this Agreement. Owner agrees to defend, indemnify, and hold harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands, and liability, whether against Owner, County, or others, arising out of the activities described under this Agreement, including, but not limited to, injury or death of persons and/or for damage to property. COUNTY'S SOLE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO COMPENSATION FOR THE VOUCHERS AS SET FORTH HEREIN.

6. NOTICES

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY
County of Ventura
Ventura County Executive Office
800 South Victoria Avenue, L#1940
Ventura, CA 93009

TO OWNER
Vista Investments Mgmt. Co.
2225 Campus Drive
El Segundo, CA 90245
Juan Llaca, President
juanllaca@vistainvestments.com

7. MERGER This Agreement supersedes any and all other contracts, either oral or written, between OWNER and the COUNTY, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. OWNER acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the COUNTY except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not set forth in this Agreement will be valid or binding.

8. GOVERNING LAW The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California. Venue shall be the County of Ventura.

9. PREPARATION OF AGREEMENT THROUGH NEGOTIATION - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654. It is further understood that each party to the Agreement had the right and opportunity to review the Agreement with the party's own attorney.

10. SEVERABILITY If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

11. CUMULATIVE REMEDIES The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement:

County of Ventura

Vagabond Inn, LLC.

Authorized Signature

Authorized Signature

Sevet Johnson
Printed Name

Lee Biggins
Printed Name

County Executive Officer

Chief Financial Officer

Title

Title

Date

Date

88-0362254

Tax Identification Number

C2224635

Secretary of State Entity Number