

CONTRACT FOR HOUSING FOR TRANSITIONAL AGE YOUTH

This Contract is entered into by and between the County of Ventura, a political subdivision of the State of California ("County") and Casa Pacifica Centers for Children and Families, a 501(c)(3) non-profit corporation ("Casa Pacifica") as of October 11, 2022 ("Effective Date").

RECITALS

Whereas, in response to the spread of COVID-19 in the state of California, Governor Newsom secured Federal Emergency Management Agency ("FEMA") approval for "Project Roomkey", a state-wide initiative with the intention of securing thousands of motel rooms to provide non-congregate shelter for extremely vulnerable individuals experiencing homelessness to help keep susceptible, homeless persons safe, flatten the curve, and preserve hospital capacity. Locally, more than 700 vulnerable persons have been provided shelter during the pandemic in local hotels with more than 250 remaining in this program; and

Whereas, on June 15, 2020, the state of California passed a budget that included \$550 million for the purpose of rapidly expanding the inventory of housing available to homeless persons served by Project Roomkey and subsequently launched the Homekey Program; and

Whereas, following the success of the 2020 Homekey Program, the state of California's Fiscal Year 2021-22 budget included a \$1.4 billion dollar program for Homekey Round 2 administered by the Department of Housing and Community Development ("HCD"); and

Whereas, the County of Ventura Community Development Division, in collaboration with local cities, released a Request for Letters of Interest from qualified partners to collaborate with the County to leverage Homekey Round 2 funds for the creation of new permanent supportive housing, transitional housing for homeless youth or recuperative care ("Request"); and

Whereas, Casa Pacifica submitted a Letter of Interest in response to the Request and proposed the rehabilitation of three existing buildings located at 1722 S. Lewis Road, Camarillo, CA 93012 ("Project"), to provide housing for transitional age youth ("TAY"), especially those that are experiencing homelessness or at risk of homelessness; and

Whereas, the parties jointly applied for and were successful, as co-applicants for Homekey Round 2 funding, in securing an amount not to exceed \$7,070,000 in HCD Homekey funding for the Project; and

Whereas, on April 26, 2022, the County Board of Supervisors committed the allocation of \$640,000 in federal American Rescue Plan Act ("ARPA") funds to be used as the County's local capital match contribution for the Project, which was memorialized by the parties in an agreement effective October 11, 2022, and executed first on October 11, 2022, and again in a subsequent agreement which superseded the first agreement, on December 5, 2022, (jointly referred to as the "ARPA Services Agreement"); and

Whereas, on December 13, 2022, the County Board of Supervisors approved the use of County General Funds to replace the use of ARPA funds for previously approved projects, including the Project as described in the ARPA Services Agreement, and the parties desire that this Contract shall supersede and replace the ARPA Services Agreement in its entirety; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained in the Contract, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

In consideration of the payments hereinafter set forth, Casa Pacifica will perform services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, attached hereto and incorporated herein.

2. Payments

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Casa Pacifica in the manner specified in Exhibit A.

3. Termination of Prior Agreements

This Contract sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, including the ARPA Services Agreement as of its Effective Date, with respect to the subject matter hereof and this Contract contains all the agreements between the parties with respect to such subject matter. The parties hereby waive any notice provisions, conditions to termination, or matters otherwise required to terminate such prior agreements.

4. Independent Contractor

No relationship of employer and employee is created by this Contract, it being understood that Casa Pacifica is an independent contractor, and neither Casa Pacifica nor any of the persons performing services for Casa Pacifica pursuant to this

Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Casa Pacifica in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Casa Pacifica, such persons will be entirely and exclusively under direction, supervision and control of Casa Pacifica. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Casa Pacifica, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Casa Pacifica will comply with all applicable provisions of Divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar applicable state and federal laws, governing workers' compensation, insurance and safety, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said provisions and laws which may be incurred by reasons of any work to be performed under this Contract.

5. Living Wage

This Contract is subject to County's Living Wage Ordinance, Ventura County Ordinance Code section 4950 et seq. (LWO), as amended from time to time, unless otherwise exempt in accordance with the provisions of the LWO.

The LWO requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in [LWO section 4952\(f\)](#). Failure to comply will constitute a material breach of the Contract and may result in, among other things, the suspension or termination of the Contract and debarment from future County contracting opportunities for a period not to exceed three (3) years.

6. Non-Assignability

Casa Pacifica will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

7. Term

This Contract will be in effect for the term described in Exhibit A, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this Contract.

8. Termination

This Contract shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale or assignment of Casa Pacifica's business, (c) cancellation of insurance required under the terms of this Contract, and (d) if, for any reason, Casa Pacifica ceases to be licensed or otherwise authorized to do business in the State of California.

Should either party default in the performance of this Contract or materially breach any of its provisions, the other party, at that party's option, may terminate this Contract by giving a 30-day written notification to the other party. Each party shall be given a period of ten (10) days, to cure the default or provide a written request for additional time to cure, which shall not be unreasonably withheld.

9. Default

If Casa Pacifica defaults in the performance of any term or condition of this Contract, Casa Pacifica must cure that default by a satisfactory performance within 10 days after service upon Casa Pacifica of written notice of the default. If Casa Pacifica fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above.

10. Indemnification, Hold Harmless and Waiver of Subrogation

All activities and/or work covered by this Contract will be at the risk of Casa Pacifica alone. Casa Pacifica agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Casa Pacifica, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Casa Pacifica, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Casa Pacifica agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

11. Insurance Provisions

- A) Casa Pacifica, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial 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.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Casa Pacifica and Employer's Liability coverage in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Casa Pacifica's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) County is to be named as Additional Insured as respects to work done by Casa Pacifica under the terms of this Contract for General Liability Insurance.
- E) Casa Pacifica agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by Casa Pacifica under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County's Risk Management Division.
- G) Casa Pacifica agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Contract.

12. Non-Discrimination

Casa Pacifica will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Casa Pacifica's personnel policies will be made available to County upon request.

13. Investigation and Research

Casa Pacifica by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

14. Contract Monitoring

County will have the right to review the work being performed by Casa Pacifica under this Contract at any time during Casa Pacifica's usual working hours. Review, checking, approval or other action by County will not relieve Casa Pacifica of Casa Pacifica's responsibility for the thoroughness of the services to be provided hereunder.

15. Addenda

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Casa Pacifica's compensation, which are mutually agreed upon by and between County and Casa Pacifica will be effective when incorporated in written amendments to this Contract. This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

16. Conflict of Interest

Casa Pacifica covenants that Casa Pacifica presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such

interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Casa Pacifica further covenants that in the performance of this Contract no person having such interest will be employed or retained by Casa Pacifica under this Contract.

17. Confidentiality

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Casa Pacifica under this Contract that County requests in writing to be kept confidential will not be made available to any individual or organization by Casa Pacifica without the prior written approval of County except as authorized by law.

18. Notices

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

To County:
County Executive Office
Attn: Tracy McAulay
Hall of Administration L#1940
800 South Victoria Avenue
Ventura, CA 93009

To Casa Pacifica:
Shawna Morris, CEO
Casa Pacifica Center for Children and Families
1722 South Lewis Road
Camarillo, CA 93012

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

19. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. Severability of Contract

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

21. Cumulative Remedies

The exercise or failure to exercise of legal rights and remedies by County 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 Contract.

22. Compliance With Laws

Each party to this Contract will comply with all applicable laws.

23. Construction of Covenants and Conditions

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

County of Ventura

Casa Pacifica*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Exhibit A

Scope of Work and Compensation Schedule

The objective of this project is to promote the wellness and transition of transitional age youth ("TAY") experiencing or at-risk of homelessness into permanent housing. Casa Pacifica will facilitate this objective through the rehabilitation of three existing buildings on the campus of Casa Pacifica located at 1722 South Lewis Road, Camarillo CA 93012, to transition capacity of said buildings to 27 units. In exchange therefore, the County will provide a contribution of \$640,000 to Casa Pacifica upon successful performance of tasks and in accordance with the schedule outlined below.

Term

The Term of this Agreement is twelve (12) months, with two six (6) month extensions available upon written request from Casa Pacifica and approved in writing by the County. The Agreement may be terminated earlier upon full expenditure of the funds provided under this Agreement and receipt of Certificates of Occupancy for the project.

Scope of Work

Casa Pacifica will rehabilitate three existing buildings on the Casa Pacifica campus located at 1722 South Lewis Rd. Camarillo, CA 93012 to transition the capacity of the buildings to 27 units ("Project").

Ongoing Monitoring and Reporting

Casa Pacifica will be required to incorporate and conform with the principles of Housing first, fill units through the Ventura County Continuum of Care's Coordinated Entry System ("CES"), Pathways to Home; referral through Ventura County Human Services Agency or through a system equivalent to CES.

No less frequently than annually, Casa Pacifica shall report information to the County the substance and form of which will be determined at a later date, similar to that required for submission to HCD under the Homekey award for this project.

Compensation Schedule

A total amount not to exceed \$640,000 will be paid to Subrecipient to support the creation of transitional housing for TAY that are homeless or at risk of homelessness. This contribution will be used to support the following activities in pursuit of this Project:

- Architectural fees;
- Furnishings for the living units created through the Project;
- Site Work;
- Structures;
- Construction Hard Costs; and

- Miscellaneous costs towards the rehabilitation of the Project that are not otherwise covered by other sources of funding.

In seeking reimbursement and/or payment, Casa Pacifica will present to the County, by the 10th of the month, invoices and documentation of payment with sufficient information to verify that expenses are applicable to this Project and evidence that invoices have been paid.

Within 10 business days of submittal to the County, the invoice will be reviewed and approved/denied by the County. If denied, Casa Pacifica will have the opportunity to update the invoice and resubmit it to the County for re-consideration. Every effort will be made, for approved claims, to process payment within 30 days of said approval.