

AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS AND FAMILIES

This Agreement to Provide Financial Support for Permanent, Year-Round Shelter Serving Homeless Individuals and Families ("Agreement"), dated February 28, 2023, for reference purposes only, is hereby entered into by and between the City of Thousand Oaks ("City") and the County of Ventura ("County") (City and County each a "party" and collectively the "parties"), and is effective on the date of approval of both parties.

1. RECITALS

A. A serious need exists for a permanent, year-round shelter for homeless individuals and families in Ventura County and particularly within the City of Thousand Oaks.

B. City will establish and, through a contractor, will operate a permanent, year-round shelter for homeless individuals and families at 1205 Lawrence Drive, Thousand Oaks, California ("Shelter"). County will provide financial support toward City's operation of the Shelter.

C. County finds that the Shelter is necessary to meet the growing challenge of homelessness and that providing financial assistance to City to operate the Shelter serves the public purpose of providing temporary housing and services to the homeless population and achieving the goal of reducing the number of homeless individuals.

D. The Shelter will provide access to a range of programs and supportive services to house homeless individuals. The Shelter shall meet the needs of the homeless population and will be operated by City, with County providing financial support. To ensure that the Shelter will meet the needs of the community in serving the chronic and vulnerable homeless population, individuals will be admitted to the Shelter subject to minimal, "low-threshold" requirements so that chronic and vulnerable homeless people can easily enter and remain in the Shelter until they can find or transition to stable long-term housing.

2. DUTIES AND RESPONSIBILITIES

A. Both City and County

The Shelter's year of operation will be coterminous with a fiscal year running from July 1 to June 30. Before the start of each year of operation, staff of each party will meet and jointly determine the budget necessary to fund operation of the Shelter for the upcoming year of operation (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 between the parties as prepared by staff. If the governing body of either party does not approve both the budget and the apportionment, then this Agreement shall automatically terminate and neither party will have any further obligations under this Agreement. The budget and the apportionment of the budget for the construction and operation of the Shelter are set forth in Exhibit A of this Agreement, incorporated herein by this reference.

For each subsequent fiscal year, the operational budget may be adjusted for inflation utilizing the Los Angeles/Long Beach Consumer Price Index 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.

The City and County shall benefit equally from any additional revenues and funding obtained through non-entitlement grants, with the exception of that coming from each jurisdiction's own budget, that are identified and dedicated to the costs of the Shelter facility or the on-going operation costs of the Shelter, whether that revenue is individually or jointly pursued or awarded. For purposes of this Agreement, entitlement grants are considered funding awarded through the following programs: Community Development Block Grants and Public Local Housing Allocation. Any other grant funding is considered "non-entitlement" grants. The City and County shall not be responsible for any costs incurred by the Shelter operator or any other service provider working with the Shelter that has not been expressly identified and agreed to by the parties.

B. City

(1) City shall select and enter into a contract with a provider to operate the shelter ("Operator" or "Shelter Operator") with a minimum of thirty (30) beds. City will be solely responsible for selecting and contracting with the Shelter Operator and for the operation of the Shelter. County will not be a party to the Shelter Operator contract. Notwithstanding the foregoing, in the Shelter Operator contract, City shall require the Operator to operate the Shelter consistent with the terms of this Agreement, including the Program Objectives detailed in section 3 below.

(2) City will ensure that the Shelter is open and in operation 24 hours a day for each day of the year.

(3) City will use its best efforts to meet or exceed the following goals:

- Maintain an overall occupancy rate at the Shelter of 70% of the total available bed capacity.
- Reduce the overall number of individuals experiencing homelessness within the City of Thousand Oaks.
- Connect 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, etc.
- Increase each Shelter occupant's income as appropriate, including disability income and other public benefits.

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C. County

(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 costs to operate the Shelter as specified in Exhibit A, beginning on July 1, 2023. Payments shall be made by County to City quarterly, within 30 days from receipt of a written request for payment by the City that includes evidence of City's payment of quarterly expenses to Shelter Operator and backup documentation of said expenses. Nothing in this Agreement shall be construed to make either City or County responsible for any costs incurred by Shelter Operator that have not been expressly identified and agreed to by the parties.

(2) On or after July 1, 2023, County shall remit 50% of development costs within 30 days after receiving, no more frequently than quarterly, copies of invoices from the developer for site improvements and development. In no circumstance shall the County's contribution exceed \$2,000,000.

(3) Payments by County for any period after July 1, 2023, 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 2.A above. If the governing body of each party approves the budget and the apportionment for the upcoming year of operation, County's payments for that year of operation will be governed by this Agreement.

3. PROGRAM OBJECTIVES AND PERFORMANCE

City and County agree that the following are minimum standards, practices and principles that shall be part of the shelter.

A. Service Model

The Shelter 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 emergency 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.

City will ensure that the Shelter Operator will participate in the Ventura County coordinated entry system, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System (VCHMIS).

City will ensure that the Shelter Operator shall 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.

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

- Low barrier access and services
- Housing first
- Harm reduction
- Trauma-informed care
- Client-centered

B. Program and Service Components

City shall establish, subject to County review, the policies, procedures, and protocols reasonable and necessary to operate the Shelter to achieve the goal of reducing the number of unsheltered persons in Ventura County.

Program objectives shall include:

- Managing program resources to achieve cost efficiencies and effectiveness and to facilitate services to as many Shelter occupants as feasible;
- Expanding the capacity to serve Shelter occupants by facilitating the delivery of services of multiple service providers; and
- Seeking additional resources to augment emergency Shelter and housing opportunities for Shelter occupants.

City shall ensure that each Shelter occupant has an individualized case plan and is provided the resources to achieve such a plan toward securing housing. To achieve these objectives, City will ensure that the Shelter Operator shall perform, at a minimum, the following services and functions:

- Connect Shelter occupants to needed resources (income, counseling, substance abuse, etc.);
- Develop personalized housing plan;
- Support Shelter occupants in managing their own lives within the scope of their resources and abilities;
- Provide housing location and counseling services;
- Establish relationships with private and public property owners and rental agencies willing to provide permanent housing opportunities to Shelter occupants;
- Assist with housing applications.

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

City and County shall review the performance of the Shelter at least quarterly to assess whether the following goals have been accomplished and/or maintained:

- Maintain an overall occupancy rate at the Shelter of 70% of the total available bed capacity.
- Reduce the overall number of individuals experiencing unsheltered homelessness within the City of Thousand Oaks.
- Connect 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, etc.
- Increase each Shelter occupant’s income, including disability income and other public benefits for each participant.

4. TERM AND TERMINATION

- A. The term of this Agreement shall commence upon approval by both parties and expire on June 30, 2024. The term shall automatically renew and continue in full force and effect for one additional year on July 1, 2024, and for each annual anniversary date (July 1) thereafter, unless terminated as provided below or as provided in section 2.A above.
- B. Either party may terminate the Agreement effective on the next anniversary date by giving at least 120 days’ written notice to the other party, with or without cause. Notwithstanding the preceding sentence, either party may terminate the Agreement effective on any date by giving at least 120 days’ written notice to the other party if: (a) the party determines, in its sole and absolute discretion, that the Shelter is not financially sustainable, or (b) the party utilized the dispute resolution procedure set forth herein, at least 90 days have expired since the date of the written request for dispute resolution, and the parties have not agreed to a resolution of the dispute.
- C. If this Agreement is terminated in accordance with the terms herein, and City continues to operate the Shelter thereafter, the costs incurred to operate the Shelter after the date of termination will be solely City’s responsibility. Termination of this Agreement will have no effect on the parties’ obligations under this Agreement prior to the date of termination nor on the parties’ obligations under any other agreement.

5. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

- A. City, 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) 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.
 - 2) 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 contractor and Employer's Liability in the minimum amount of \$1,000,000.
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- B. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of City'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. 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 City under the terms of this contract on all policies required (except Workers' Compensation).
 - E. City agrees to waive all rights of subrogation against the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by City under the terms of this contract as it pertains to Workers' Compensation.
 - 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 the County's, Risk Management Division.
 - G. City agrees to provide County with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.
 3. 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.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract. The City's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance in a form and amounts approved by the County.

- H. The City of Thousand Oaks shall defend, indemnify and hold harmless The County of Ventura, 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 negligent or intentional acts or omissions of the City of Thousand Oaks, its officers, directors, agents, employees, or subcontractors.

- I. The County of Ventura shall defend, indemnify, and hold harmless The City of Thousand Oaks, its 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 negligent or intentional acts or omissions of The County of Ventura's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- J. It is the intention of the County of Ventura and the City of Thousand Oaks that the provisions of this paragraph 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 County of Ventura and the City of Thousand Oaks 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.

6. LEGAL COMPLIANCE

City, in expending funds to operate and in operating the Shelter as contemplated in this Agreement, shall comply with all applicable federal, state and local laws, regulations and ordinances.

7. DISPUTE RESOLUTION

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

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8. ENTIRE AGREEMENT; AMENDMENT

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 each of the parties.

WHEREFORE, City and County have executed this Agreement, .

COUNTY OF VENTURA

Date: _____

**Matt LaVere Chair, Board of Supervisors
COUNTY OF VENTURA**

**ATTEST: DR. SEVET JOHNSON
Clerk of the Board of Supervisors
County of Ventura, State of California**

By: _____
**Lori Key
Deputy Clerk**

CITY OF THOUSAND OAKS

Date: _____

Kevin McNamee, Mayor

Date: _____

Andrew P. Powers, City Manager

ATTEST:


By: _____
Laura B. Maguire, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick J. Hehir, Chief Assistant City Attorney

EXHIBIT A

Estimated Construction Budget

| | | |
|---|-----------|---|
|  | | Client Name: City of Thousand Oaks |
| | | Address: 1205 Lawrence Dr. |
| | | Job Name: DMCTO |
| | | Date: November 16, 2022 |
| | | # of Units: 32 |
| GC COSTS & FEES | | |
| Earthwork, Grade & Asphalt | \$ | 238,365 |
| Allowance for Utility Connection Fees | \$ | 25,000 |
| Site Concrete | \$ | 114,031 |
| Site Improvements | \$ | 466,119 |
| Steel | \$ | 26,375 |
| Carpentry & Millwork | \$ | 81,992 |
| Thermal & Moisture Protection | \$ | 8,672 |
| Flooring | \$ | 29,818 |
| Painting | \$ | 3,335 |
| Specialties | \$ | 17,550 |
| Modular Assembly | \$ | 148,351 |
| HVAC | \$ | 12,381 |
| Plumbing | \$ | 9,090 |
| Electrical | \$ | 219,880 |
| SUBTOTAL GC COST: | \$ | 1,400,869 |
| Site Cleaning (Final): | \$ | 7,540 |
| General Conditions: | \$ | 235,904 |
| Overhead: | \$ | 152,502 |
| SUBTOTAL GC COST & FEES: | \$ | 1,796,806 |
| Contingency: 10% | \$ | 179,681 |
| TOTAL GC COST, FEES & CONTINGENCY: | \$ | 1,976,486 |
| SOFT COSTS | | |
| Design | | |
| DESIGN COST - DD, CD & Consultants | \$ | 355,000 |
| Fee Allowances | | |
| CITY DEVELOPMENT & PERMITS 3% | \$ | 59,298 |
| SCHOOL FEES 2% | \$ | 39,532 |
| Modular Units | | |
| Residences | \$ | 639,447 |
| Restrooms & Laundry | \$ | 224,086 |
| FF&E | | |
| Appliances | \$ | 2,500 |
| Window Blinds | \$ | 1,000 |
| Fire Extinguishers | \$ | 1,000 |
| Landscaping / Planters | \$ | 5,000 |
| Outdoor Furniture | \$ | 5,200 |
| Signage | \$ | 3,500 |
| TOTAL SOFT COSTS, Design, Fees, Units, FFE: | \$ | 1,336,682 |
| TOTAL DIGNITY MOVES BASE PROJECT COSTS: | | |
| SUBTOTAL GC COSTS, FEES & CONTINGENCY: | \$ | 1,976,486 |
| SUBTOTAL SOFT COSTS: | \$ | 1,336,682 |
| DIGNITY MOVES ADMINISTRATIVE FEE: | \$ | 400,000 |
| TOTAL DM CONSTRUCTION COST: | \$ | 3,712,168 |
| ALTERNATE ADDS (Fees Included) | | |
| Added Services | | |
| Internet Connection Allowance | \$ | 15,000 |
| Security System Allowance | \$ | 10,000 |
| Time Lapse Camera | \$ | 5,000 |
| Pre-Run utility lines to the back of the site to minimize trenching at Expansion | \$ | 59,090 |
| EXPANSION TO 60 UNITS (second mobilization) | | |
| GC Cost | \$ | 937,372 |
| Design Cost | \$ | 25,000 |
| Modular Cost | \$ | 402,372 |
| Development Cost | \$ | 75,000 |
| CONCRETE TRASH CAN ENCLOSURE per appendix B | | |
| Concrete slab, curbs, CMU walls | \$ | 51,600 |
| Gates, Posts, Roofing | | |
| UPGRADE CEDAR FENCE TO Proto II Wall | | |
| Deduct Cedar Fence, Add Proto II Wall (Net) | \$ | 84,478 |
| UPGRADE ACCESS ROAD/DRIVEWAY TO ASPHALT | | |
| Deduct Crushed Stone, Add paving (Net) | \$ | 15,931 |

Estimated Operations Budget

| THOUSAND OAKS NAVIGATION CENTER | |
|---|-------------------|
| HOPE THE MISSION ANNUAL OPERATING ESTIMATES | |
| | |
| Description ▼ | 30 beds ▼ |
| Personnel | \$ 420,607 |
| Security | \$ 192,192 |
| Food | \$ 109,500 |
| Supplies | \$ 10,000 |
| Transportation | \$ 2,000 |
| Vehicles | \$ 5,000 |
| Utilities | \$ 15,000 |
| Maintenance | \$ 5,000 |
| Total Personnel and Operating | \$ 759,299 |
| Administration (10%) | \$ 75,930 |
| Total Program Costs | \$ 835,229 |