

CONTRACT

This Contract entered into this ___ day of _____, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and LeSar Development Consultants, hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing professional services hereinafter described:

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

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments in an amount not to exceed \$161,230, hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

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 Contractor in the manner specified in Exhibit A. Payment term is NET 30 days from invoice date for payments made by check, or electronic transfer.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor 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, Contractor 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 Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. 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 Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the 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 the County, for or

on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor 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.

5. **TERM**

This Contract will be in effect from _____ through _____ subject to all the terms and conditions set forth herein.

This Contract may, upon written mutual agreement, be extended for up to two additional two-month periods.

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

This Contract and any continuation of the Contract is subject to the appropriation of funds for such purpose by the County. If funds to affect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Executive Officer or designee may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor 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 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County and cities of Thousand Oaks, Oxnard and San Buenaventura including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, 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 Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor 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.

9. **LIMITED THIRD-PARTY BENEFICIARIES**

Unless expressly stated herein, this Contract is made and entered into for the sole protection and benefit of the parties and their successors and assigns. It is understood and agreed that the cities of Thousand Oaks, Oxnard, and San Buenaventura shall be limited third-party beneficiaries solely with regard to Section 8 **Indemnification** of this Contract. No other person shall have any right of action based upon any provision of this Contract.

10. **INSURANCE PROVISIONS**

A) Contractor, 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 \$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, and broad form blanket contractual.
- 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 Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor'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, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor 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 the County of Ventura, Risk Management Division.
- G) Contractor 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 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.

11. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor 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. Contractor's personnel policies will be made available to County upon request.

12. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Executive Officer. Any substitution will be with a person of commensurate experience and knowledge.

13. **INVESTIGATION AND RESEARCH**

Contractor 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 the County or any of its officers, agents or employees, except as provided herein.

14. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by the County Executive Officer, or his/her authorized representative.

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 Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

16. **CONFLICT OF INTEREST**

Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor 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 Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the 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 of Ventura, County Executive Office
Community Development Division
800 South Victoria Avenue, L#1940
Ventura, CA 93009

TO CONTRACTOR: LeSar Development Consultants
Yelba M. Carrillo, EdD, Principal & Co-Lead
404 Euclid Avenue, Ste. 212
San Diego, CA 92114

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. **MERGER CLAUSE**

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

20. **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.

21. **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.

22. **CUMULATIVE REMEDIES**

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

23. **COMPLIANCE WITH LAWS**

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

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

25. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Christy Madden

Authorized Signature

Christy Madden

Printed Name

Senior Deputy Executive Officer

Title

2/1/23

Date

20-3468767

Tax Identification Number

C2800768

Secretary of State Entity Number

CONTRACTOR*

Richard Valdez

Richard Valdez (Jan 30, 2023 16:42 PST)

Authorized Signature

Richard Valdez

Printed Name

Chief Operations Officer

Title

Jan 30, 2023

Date

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

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

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

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

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

EXHIBIT A

Task 1: Kickoff and Project Management

1.1 *Conduct background research on Ventura.*

1.2 *Facilitate virtual kickoff meeting.*

- Primary project contacts (County of Ventura, Thousand Oaks, Buena Ventura, Oxnard, and LeSar)
- Review proposed framework
 - Project approach
 - Methodology
 - Timeline and budget
 - Policies and procedures
 - Accessing existing/additional program data and contact information for program leads
 - Identification of stakeholders
 - Confirm County of Ventura/LeSar roles and responsibilities
 - Confirm County of Ventura desired communication and file-sharing protocols

Contingent on finalization of contract start date. (Anticipated Mid-January 2023)

1.3 *Coordinate and facilitate on-going project management.*

Ongoing (Anticipated January 2023-August 2023)

Deliverable 1 Provide summary from LeSar team to County of Ventura confirming project approach, communication protocol, roles and responsibilities, and next steps.

Expected completion 1 week from Kickoff meeting (Anticipated February 2023)

Task 2: Quantitative Data Collection and Analysis

2.1 *Complete a comprehensive review and analysis of quantitative data.*

- Analysis and summary of existing data of the CoC's homeless and service system (see Information and Data Needs table below)

Contingent on availability of data. All data should be received within 2 weeks of data request. Data request will be initiated proceeding or concurrently with Deliverable 1. Expected completion of quantitative analysis 6 weeks after finalization of Deliverable 1. (Anticipated February 2023-March 2023)

Deliverable 2 Provide summary of quantitative analysis findings for the County of Ventura's, Thousand Oaks', Buena Ventura's, and Oxnard's existing programs.

Contingent on availability of data. Expected completion 4 weeks after receipt of data. (Anticipated March 2023)

Task 3: Qualitative Data Collection & Analysis—Stakeholder & Community Input

1.1 Obtain community input on the scope of the issue and potential solutions from all stakeholders for qualitative analysis.

- Conduct in-person site visits and/or outreach “ride alongs” with key players in the following sectors

1. Outreach
2. Shelter/Interim
3. Housing Search/Housing Coordination
4. Permanent Supportive Housing

Contingent on stakeholder availability. Expected completion 4 weeks after finalization of Deliverable 2. (Anticipated March 2023- April 2023)

- a. Survey to members of VCCoC Alliance, with request to include frontline worker participation

Survey to be sent out to stakeholders 2 weeks after finalization of Deliverable 2. Survey to remain open for 4 weeks. Survey will close 6 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)

- b. Survey to business community, neighborhood associations, faith communities, public/advocates, etc.

Survey to be sent out to stakeholders 2 weeks after finalization of Deliverable 2. Survey to remain open for 4 weeks. Survey will close 6 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)

- c. Virtual interviews with CoC leadership, leadership of Ventura County CoC Board, Ventura County Board of Supervisors -(max. 8 stakeholders)

Contingent on stakeholder availability. Expected completion 6 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)

- d. Virtual focus groups with existing providers of temporary and permanent shelter, housing, day services, and other services (e.g., medical, mental health, and substance treatment)
(max. 40 stakeholders, max. 10 per focus group, max. 4 focus groups in total)

Contingent on stakeholder availability. Expected completion 6 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)

- e. In-person focus groups with People with Lived Experience in partnership with National Health Foundation community workgroup (max. 18 stakeholders with lived experience, 6 per focus group, 3 focus groups in total)*

*Focus group make-up (including number of stakeholders and how many per meeting) can adjust to mirror National Health Foundation community workgroup as able and appropriate

**One focus group to be offered in Spanish

Contingent on stakeholder availability. Expected completion 6 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)

- f. Virtual focus groups consisting of public sector agencies and/or upstream services (public housing authority, school district, law enforcement, child support services, human service agencies, probation agencies, health care agencies, etc.) max. 25 stakeholders, max 2 focus groups in total

Contingent on stakeholder availability. Expected completion 6 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)

1.2 *Map and analyze existing shelter and housing services within the CoC, including, but not limited to, permanent supportive housing. Expected completion 8 weeks after finalization of Deliverable 2. (Anticipated March 2023-May 2023)*

Deliverable 3 Provide summary of qualitative analysis findings informed by stakeholder input and community feedback for the County of Ventura's, Thousand Oaks', Buenaventura's, and Oxnard's existing programs.

Contingent on stakeholder availability. Expected completion 2 weeks after completing stakeholder feedback. (Anticipated May 2023)

Task 4: Draft & Finalize Homelessness Plan for Ventura County

4.1 *Draft & Finalize Homelessness Plan for the County of Ventura and participating cities.*

- Include strategies, programs, and policies for each participating jurisdiction that, upon implementation, would be expected to improve overall system performance.
- Develop an estimate of the current population of unsheltered individuals experiencing gaps in services and an estimate of the unsheltered population in 5 to 10 years.
- Facilitate strategic pursuit of funding and investment to improve system performance.
- Identify the gaps in services and/or areas of potential over-investment compared to best practices.
- Include analysis of Thousand Oaks, Buenaventura, and Oxnard.

Contingent on timely edits from Ventura CoC staff. Expected completion 15 weeks after finalization of Deliverable 3. (Anticipated May 2023-June 2023)

4.2 *Create presentation of findings to the CoC's Board of Directors, the Ventura County Board of Supervisors, and participating cities as negotiated under the final contract.*

Expected completion 2 weeks after finalization of Deliverable 6. (Anticipated September 2023)

4.3 *Inform and educate elected officials, community members, and interested parties in public benefits gained from meeting the needs of the unsheltered population. - max. 2 meetings*

Expected completion 2 weeks after finalization of Deliverable 6. (Anticipated September 2023)

Deliverable 4 Draft 1 of Homelessness Plan to relevant stakeholders (to be identified at virtual kickoff).

Expected completion 6 weeks after finalization of Deliverable 3. (Anticipated June 2023)

Deliverable 5 Draft 2 of Homelessness Plan to relevant stakeholders (to be identified at virtual kickoff). Draft 2 will incorporate edits from Draft 1 and graphic design.

Contingent on timely edits from Ventura CoC staff. Expecting a 2-week turnaround for edits from Ventura CoC. Expected completion 6 weeks after finalization of Deliverable 4. (Anticipated August 2023)

Deliverable 6 Final Draft of Homelessness Plan for Ventura County, which includes an analysis of gaps and needs, strategies to address homelessness, and steps for implementation; additional strategies will be included for Thousand Oaks, Buena Vista, and Oxnard.

*Contingent on timely edits from Ventura CoC staff. Expecting a 1-week turnaround for edits from Ventura CoC.
Expected completion 3 weeks after finalization of Deliverable 5. (Anticipated August 2023)*

Deliverable 7 Virtual presentation on findings that communicate to public and other stakeholders how/why the strategies were developed to address the gaps and needs of the County.

Contingent on meeting availability. Expected completion 2 weeks after finalization of Deliverable 6. (Anticipated September 2023)

Costs

BILLING RATES

Staff Level	Staff Name	2023 Billing Rate
Principal	Yelba M. Carrillo	\$260
Senior Associate	Stefan Gonzalez	\$180
Associate 3	Sam Jones	\$170
Outreach Associate	Fatima Juarez	\$150

LDC reserves the right to use other staff for internal, non-client facing, work.

PROJECT COSTS

Task	Estimated Hours	Estimated Cost*
Task 1: Kickoff and Project management	84	\$ 15,960
Task 2: Quantitative Data Collection and Analysis	160	\$ 30,400
Task 3: Qualitative Data Collection and Analysis- Stakeholder and Community Input	323	\$ 61,370
Task 4: Draft Homelessness Plan for Ventura County	250	\$ 47,500
Compensation for People with Lived Experience (18) (Task 3)		\$ 1,800
Travel (Task 3)		\$ 1,800
Accommodations (Task 3)		\$ 2,400
Total	817	\$ 161,230

*Estimated cost based on a blended hourly rate and is subject to fluctuation, however, each Task shall not exceed the Estimated Cost.

COMPENSATION SCHEDULE

Contractor will bill monthly on or before the 15th of each month. Invoices shall include the following:

- Prior month's expenses by task
- Delineate costs for staffing, compensation for persons with lived experience, travel and accommodations as appropriate
- Total billed by task and remaining budget.

Exhibit 2 - Contract with LDC

Final Audit Report

2023-01-31

Created:	2023-01-26
By:	Chelsee Russell (chelsee.russell@ventura.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP9aIHSq0wYbg_9TJg8Gso0m2O4Zf9-uY

"Exhibit 2 - Contract with LDC" History

-  Document created by Chelsee Russell (chelsee.russell@ventura.org)
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-  Document emailed to rich@lesarholdings.com for signature
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-  Email viewed by rich@lesarholdings.com
2023-01-26 - 7:38:48 PM GMT
-  Signer rich@lesarholdings.com entered name at signing as Richard Valdez
2023-01-31 - 0:42:08 AM GMT
-  Document e-signed by Richard Valdez (rich@lesarholdings.com)
Signature Date: 2023-01-31 - 0:42:10 AM GMT - Time Source: server
-  Agreement completed.
2023-01-31 - 0:42:10 AM GMT