

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2020
- (2) Consultant: Mercy House
- (3) Services: Emergency Shelter Operating Agreement
- (4) Schedule of Services:
 - Shelter operation services shall be provided between January 1, 2020 and June 30, 2020, inclusive. All services must be completed within one hundred eighty-two (182) calendar days of the Agreement start date listed above.
- (5) Agreement Ending Date: June 30, 2020
- (6) Total Agreement Amount: Not to exceed \$1,186,560.00
- (7) City's Project Manager: Emilio Ramirez
- (8) Consultant's Project Manager: Patti Long, Associate Director
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

<i>FOR CONSULTANT:</i>	<i>FOR CITY:</i>
P. O. Box 1905	435 South "D" Street
Santa Ana CA 92702	Oxnard CA 93030
Attn: Patti Long, Associate Director	Attn: Emilio Ramirez, Housing Director
- (11) Contact Emails:

<i>CONSULTANT'S PROJECT MANAGER:</i>	<i>CITY'S PROJECT MANAGER:</i>
pattil@mercyhouse.net	emilio.ramirez@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-B)

APPROVED
12/17/2019 14
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of

alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in

the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. **Notice.** Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

 12/17/19

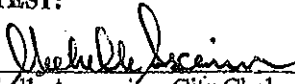
Tim Flynn, Mayor Date

MERCY HOUSE

 12/5/19


Patti Long, Associate Director Date

ATTEST:

 12/17/19

Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

 12/17/19

Stephen M. Fischer, City Attorney Date

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2020. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing. It is the intention of the parties to provide an on-site facility for this purpose. City shall exercise its best efforts to establish such on-site facility, with washers and dryers as soon practicable.

No later than January 15, 2020, City shall provide Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Upon acceptance of transfer of the vehicle, Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the future permanent-year found shelter. Consultant will work with the City on developing a Fund Development plan, and shall coordinate with City in applying for grants, which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Term of Agreement: January 1, 2020 to June 30, 2020

Compensation: As set forth in Rates and Compensation Exhibit (attached).

RATES AND COSTS EXHIBIT

Compensation: For the term of this agreement, Consultant shall be compensated a not-to-exceed total of \$1,186,560.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month.

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 22 day of MMMM, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This First Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amend to now read "Not to exceed \$1,423,267.00".
2. The following language is added to the "Scope of Services Exhibit":

Commencing on or about March 22, 2020, Consultant will implement steps in accordance with government directives related to the recommendations for addressing the COVID-19 pandemic. Specifically, a sufficient number of beds will be transferred from the current location at 351 South K Street to an additional facility to be provided by City, in order to increase the spacing between beds, and to provide additional restroom and shower facilities deemed necessary by public health authorities. That additional facility shall be located at the Police Athletic League building, 350 South K Street, or such other location as designated by City.

Consultant shall increase staffing and security to appropriate levels in order to accommodate the need to provide shelter services at this second location. Consultant and City shall jointly determine the appropriate additional restroom, shower and other facilities and equipment that may be required to provide appropriate services, and shall take steps to ensure the provision thereof. The cost of such additional facilities and equipment shall be borne by Consultant.

Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures.

3. The "Rates and Costs Exhibit" is hereby amended to read as follows:

Compensation: For the term of this agreement, Consultant shall be compensated a Not-to-exceed total of \$1,423,267.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month for the months of January, February and March 2020; and in the amount of \$276,662.00 per month for April, May and June 2020.

As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Tim Flynn 4/7/20
Tim Flynn, Mayor Date
Date

MERCY HOUSE, CONSULTANT

Larry Haynes 3/30/20
Larry Haynes, Executive Director

ATTEST:

Michelle Ascension 4/8/20
Michelle Ascension Date
City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer 4/7/2020
Stephen M. Fischer Date
City Attorney

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This Second Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant, and subsequently amended by the First Amendment entered into on March 22, 2020.

City and Consultant agree as follows:

1. The "Agreement Ending Date" in Section 5 of the Cover Page of the Agreement is hereby amended to now read "Agreement Ending Date: June 30, 2021."
2. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amended to now read "Not to exceed \$2,667,456.00, with an additional COVID-19 Emergency Contingency Cost Increment not to exceed an additional \$936,727.00".
3. The "Scope of Services Exhibit" is hereby amended to read as follows:

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2021. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.

City has provided Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.



Provisions for modified operations during COVID-19 emergency: Effective March 22, 2020, City shall provide, and Consultant shall operate, a second location to which a sufficient number of shelter beds can be re-located in order to disperse the 110 shelter beds and achieve the necessary spatial separation required to comply with the social distancing mandates of the appropriate emergency and public health authorities. That additional facility is currently located at the Police Athletic League building, 350 South K Street, and may be re-located to another appropriate location as designated by City. The parties recognize that providing these services at two or more locations causes Consultant to incur additional costs. Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures. Consultant shall continue to operate at the multiple locations for the duration of the emergency, for as long as deemed necessary by City, and City shall compensate Consultant for such additional costs as set forth in the Rates and Costs Exhibit, and particularly described therein as "COVID-19 Emergency Contingency Cost Increment".

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. City shall be responsible for the cost of any additional restroom and shower facilities which are necessary due to the requirements to modify operations during the COVID-19 emergency. Consultant shall comply with any applicable living wage ordinance.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the future permanent-year found shelter. Consultant will work with the City on developing a Fund Development plan, and shall coordinate with City in applying for grants, which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Compensation: As set forth in the Rates and Compensation Exhibit (attached).

4. The "Rates and Costs Exhibit" is hereby amended to read as follows:

(A) Compensation: For the term of this agreement, City shall compensate Consultant a not-to-exceed total of \$2,667,456.00 for operations (exclusive of any additional "COVID-19 Emergency Contingency Cost Increment" for Fiscal Year 2020-21), consisting of the following three components:

(i) For the period from January 1, 2020 through June 30, 2020 (per original Agreement A-8194):

Monthly: \$197,760.00

Total for this six-month period: \$1,186,560.00

(ii) For the period from July 1, 2020, through June 30, 2021 (per this Second Amendment):

Total for this twelve-month period: \$1,244,189.00

(iii) For the period from March 22, 2020, through June 30, 2020, an additional COVID-19 Emergency Cost Increment, per First Amendment to this Agreement: \$236,707.00

- (B). Contingency for multiple-site operation for Fiscal Year 2020-2021: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2020-21, in an amount not-to-exceed \$700,020.00 will be payable as follows, beginning July 1, 2020, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2020, through June 30, 2021 (per this Second Amendment):
 Monthly: \$58,335.00
 Not-to-exceed twelve-month total: \$700,020.00

- (C). In addition to the aforementioned amounts, Consultant is the direct recipient of additional grant funds for shelter operations in Fiscal Year 2020-2021 in the following amounts: \$1,263,811.00 in Homeless Housing Assistance and Prevention (HHAP); and \$56,818.00 in FY 2019-2020 Emergency Shelter Grant Funds.

Terms of Payment: Consultant shall invoice City on a monthly basis for the single-site operating costs for all months from January 2020 through June 2021, inclusive. In addition, Consultant shall invoice City separately for the Additional COVID-19 Emergency Contingency Cost Increments for each month that Consultant is required to operate at multiple sites, in accordance with the preceding section, as set forth in the "Provisions for Modified Operations during COVID-19 Emergency" section of the Scope of Services. Upon cessation of multiple-site operations, Consultant shall cease invoicing for any Additional COVID-19 Emergency Contingency Cost Increment, and thereafter shall invoice City only for the single-site operating costs as set forth in Sections (A) and (B) above.

As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Tim Flynn 6/30/20

 Tim Flynn, Mayor Date

MERCY HOUSE

Larry Haynes 6/17/20

 Larry Haynes, Executive Director Date

ATTEST:

Michelle Ascension 6/30/2020

 Michelle Ascension, City Clerk Date

Patti Long 6/18/20

 Patti Long, Associate Director Date

APPROVED AS TO FORM:

Stephen M. Fischer 6/23/20

 Stephen M. Fischer, City Attorney Date

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of June, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This Third Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant, and subsequently amended by the First Amendment entered into on March 22, 2020, and by the Second Amendment entered into on June 30, 2020.

City and Consultant agree as follows:

1. The "Agreement Ending Date" in Section 5 of the Cover Page of the Agreement is hereby amended to now read "Agreement Ending Date: June 30, 2022."
2. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amended to now read "Not to exceed \$5,027,349.00, with an additional annual COVID-19 Emergency Contingency Cost Increment not to exceed an additional \$700,020.00 per year".
3. The "Scope of Services Exhibit" is hereby amended to read as follows:

Consultant will provide homeless shelter services to the City at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2022. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds), with an objective of maintaining a minimum of at least seventy-five percent (75%) occupancy at all times, absent extraordinary circumstances.
- Consultant will provide case managers and housing navigators, and will work with and participate in regular coordination meeting with local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.
- With respect to case management, Consultant will ensure that each client will be assigned a Housing Navigator who shall work with the client to create a pathway to permanent housing opportunities; in addition, each client will have a completed VI-SPADT assessment and be

COUNCIL APPROVED <i>06-29-2021 K5</i> DATE
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entered into the Coordinated Entry System (CES). Housing Navigators will assist clients to create a housing plan, including obtaining necessary documentation to move forward in the client's housing connection process. Case management will be provided daily or as necessary, for the purpose of housing navigation as well as linkages to benefits establishment, to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching stabilization goals.

- Consultant will maintain required records in accordance with the Homeless Management Information System (HMIS), including recording case notes, and provide required quarterly reporting to HUD.

City has provided Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Provisions for modified operations during COVID-19 emergency: Effective March 22, 2020, and continuing until such time as a second site is no longer deemed necessary by the City in order to address the COVID-19 emergency, City shall provide, and Consultant shall operate, a second location to which a sufficient number of shelter beds can be re-located in order to disperse the 110 shelter beds and achieve the necessary spatial separation required to comply with the social distancing mandates of the appropriate emergency and public health authorities. That additional facility is currently located at the Police Athletic League building, 350 South K Street (the "K Street Site"), and may be re-located to another appropriate location as designated by City. Consultant shall maintain sufficient staffing to provide for daytime use by clients of the second site. The parties recognize that providing these services at two or more locations causes Consultant to incur additional costs. Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall separately invoice the City, on a monthly basis, detailing such expenditures. Consultant shall continue to operate at the multiple locations for the duration of the emergency, for as long as deemed necessary by City, and City shall compensate Consultant for such additional costs as set forth in the Rates and Costs Exhibit, and particularly described therein as "COVID-19 Emergency Contingency Cost Increment".

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street Site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for payment of all utilities (water, sewer, refuse, electricity, natural gas, telephone, internet) at the shelter location, effective no later than July 1, 2021. Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. City shall be responsible for the cost of any additional restroom and shower facilities which are necessary due to the requirements to modify operations during the COVID-19 emergency. Consultant shall comply with any applicable living wage ordinance.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the current and future permanent-year shelter. Consultant shall coordinate with City in applying for grants, including potential County and state grants which may become available in FY 2021-2022, and which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Compensation: As set forth in the Rates and Compensation Exhibit (attached).

4. The "Rates and Costs Exhibit" is hereby amended to read as follows:

(A) Compensation: For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of \$5,027,349.00 for operations (exclusive of any additional "COVID-19 Emergency Contingency Cost Increment" for Fiscal Year 2020-21 and Fiscal Year 2021-22), consisting of the following components:

- (i) For the period from January 1, 2020 through June 30, 2020 (per original Agreement A-8194):

Monthly: \$197,760.00

Total for this six-month period: \$1,186,560.00

- (ii) For the period from July 1, 2020, through June 30, 2021 (per the Second Amendment):

Total for this twelve-month period: \$1,244,189.00

- (iii) For the period from July 1, 2021, through June 30, 2022 (per this Third Amendment):

Total for this twelve-month period: \$2,696,600.00

- (iv) For the period from March 22, 2020, through June 30, 2020, an additional COVID-19 Emergency Cost Increment, per First Amendment to this Agreement: \$236,707.00

(B). Contingency for multiple-site operation for Fiscal Year 2020-2021: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2020-21, in an amount not-to-exceed \$700,020.00 will be payable as follows, beginning July 1, 2020, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2020, through June 30, 2021 (per the Second Amendment):

Not-to-exceed twelve-month total: \$700,020.00

(C). Contingency for multiple-site operation for Fiscal Year 2021-2022: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2021-22, in an amount not-to-exceed \$58,355 will be payable as follows, beginning July 1, 2021, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2021, through June 30, 2022 (per this Third Amendment):

Monthly: \$58,355

Not-to-exceed twelve-month total: \$700,020

(D). In addition to the aforementioned amounts, Consultant is the direct recipient of additional grant funds for shelter operations in Fiscal Year 2020-2021 in the following amounts: \$1,263,811.00 in Homeless Housing Assistance and Prevention (HHAP); and \$56,818.00 in both FY 2019-20 and FY 2021-22 Emergency Shelter Grant Funds. For FY 2020-2021, Consultant has available a total of \$500,000.00 in HHAP funds, which Consultant shall apply towards the \$2,696,600.00 amount set forth in Section 4(A)(iii) above, reducing the amount to be invoiced by Consultant to the City to \$2,196,600.00 (\$183,050.00 per month) for the entirety of FY 2021-22, exclusive of any COVID-19 Emergency Contingency Cost Increment as set forth in Section (C) above.

Terms of Payment: Consultant shall invoice City on a monthly basis for the single-site operating costs for all months from January 2020 through June 2022, inclusive. In addition, Consultant shall invoice City separately for the Additional COVID-19 Emergency Contingency Cost Increments for each month that Consultant is required to operate at multiple sites, in accordance with the preceding section, as set forth in the "Provisions for Modified Operations during COVID-19 Emergency" section of the Scope of Services. Upon cessation of multiple-site operations, Consultant shall cease invoicing for any Additional COVID-19 Emergency Contingency Cost Increment, and thereafter shall invoice City only for the single-site operating costs as set forth in Sections (A) and (B) above.

5. The second and third sentences of Paragraph 14: Audit of the Agreement are hereby amended to now read as follows:

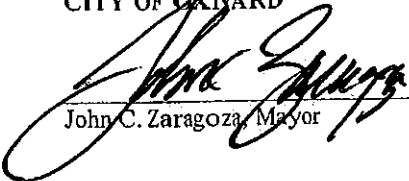
"Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of ten (10) years after the final payment under the Agreement, or until June 30, 2035, whichever occurs later; and Consultant shall permit State auditors to interview Consultant's employees. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least five years after final payment under the Agreement or until an audit has been completed and accepted by City and the State, whichever occurs later."


As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

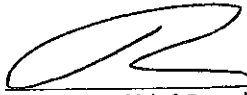
MERCY HOUSE


John C. Zaragoza, Mayor 6-29-21
Date



Larry Haynes, Chief Executive Officer 6/21/21
Date

ATTEST:


Rose Chaparro, City Clerk 6/29/21
Date


Patti Long, Chief Operating Officer 6/15/21
Date

APPROVED AS TO FORM:


FOR 6/24/21
Stephen M. Fischer, City Attorney Date