

Project Name: Navigation Center

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
HOPE THE MISSION, JOINTLY WITH MANY MANSIONS**

Contract No. 13544-2024

THIS FIRST AMENDMENT to the Professional Services Agreement entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City"), and **HOPE THE MISSION**, jointly with **MANY MANSIONS** (collectively, "Consultant"), entitled Navigation Center and dated January 16, 2024 (herein "Contract"), is made this 29th day of April, 2025.

RECITALS

- A. Section 3.5.13 refers to Consultant as all personnel, employees, agents, and subcontractors.
- B. Section G, subsection 6 of Exhibit D states that only designated staff may transport participants.
- C. City and Consultant desire to add volunteers to these sections.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 3.2.10.10 is added to provide as follows:

3.2.10.10 Joint Coverage for Consultant. To the extent that Many Mansions and Hope the Mission can obtain the insurance required by Section 3.2.10 on a single policy that meets the requirements of this Agreement and covers both entities, and their respective agents, employees, and volunteers, then the City may, in the exercise of reasonable discretion, allow a single policy of insurance and waive the requirement for each party to have separate insurance policies. Any approval under this paragraph is subject to City's review and approval of a certificate of insurance satisfactory to the City.

Part 2. Section 3.5.13 is rewritten as follows:

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement

shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, subcontractors of Consultant, and volunteers, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Part 3. Exhibit B is amended to provide as follows: (i) require a "Daily Occupancy Rate" of 90%, and (ii) the first quarterly report may be pro-rated based on the opening date.

Part 4. Exhibit C is amended and restated as set forth in the Amended Exhibit C, attached hereto and incorporated herein by reference, for purposes of amending the budget.

Part 5. Exhibit D is amended to provide as follows:

(i) Section III-G-6 is amended in its entirety to state as follows: Staff Transportation of Participants. The Operator staff, including any other agents or employees, including volunteers, shall not be permitted to transport participants under any circumstances in their personal vehicles. Only designated staff or volunteers in Operator owned/operated or contracted vehicles may transport participants. Consultant shall ensure that any staff or volunteers providing transportation have appropriate licenses, training, and otherwise comply with all obligations of the Contract.

(ii) Section E is amended to reflect new requirements from the County.

(iii) Section III-A-5 is amended to remove Ventura County Sheriff's Office.

(iv) Section III-C-1 is amended to remove Ventura County Sheriff's Office.

Part 6. With respect to volunteers authorized by this Amendment, Consultant agrees to the following:

(A) Consultant shall be solely responsible for hiring, training, supervising, and managing volunteers.

(B) Consultant shall defend, indemnify, and hold harmless the City, and its respective officials, officers, employees, agents, and volunteers, for any acts or omissions of Consultant's volunteers, in accordance with Consultant's indemnity obligations set forth in the Contract.

(C) To the extent the Contract requires insurance for Consultant's employees or agents, such insurance coverage shall include volunteers.

Part 7. All terms used in Parts 1 through 6, above, shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 through 6 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

CONSULTANT

By:
Title:

By:
Title:

CITY OF THOUSAND OAKS

Andrew P. Powers, City Manager

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: Patrick J. Hehir, Chief Assistant City Attorney

AMENDED EXHIBIT B

TO BE ADDED