

EXCLUSIVE NEGOTIATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF THOUSAND OAKS  
AND  
MANY MANSIONS, HOPE THE MISSION, dba HOPE OF THE VALLEY RESCUE  
MISSION, AND DIGNITYMOVES (COLLECTIVELY,  
PROPOSER)

This EXCLUSIVE NEGOTIATION AGREEMENT (“**Agreement**”) is entered into as of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between the CITY OF THOUSAND OAKS, a municipal corporation of the State of California (“**City**”), and Many Mansions, Hope the Mission, dba Hope of the Valley Rescue Mission, and DignityMoves, (collectively, “**Proposer**”) (the City and Proposer may be referred to together as the “**Parties**,” which shall include each of the entities comprising of the Proposer, or individually as a “**Party**”), on the basis of the following facts:

RECITALS

A. The City is the fee title owner of certain improved real property located 1205 Lawrence Drive, Thousand Oaks, California, (APN:667-0-080-105), (“**Property**”). City Council has approved 1.05 acres of the Property may be used for a Navigation Center for Persons Experiencing Homelessness (“**Navigation Center**”).

B. On October 7, 2022, City issued a Request for Proposals/Qualifications (“**RFP/Q**”) seeking qualified proposals for the possible development, maintenance, and operation of a Navigation Center at the 1.05 acres of the Property (hereinafter, “**Site**”). After review of all proposals received, Proposer was selected as the top candidate for its proposal, dated November 3, 2022 (“**Proposal**”). On December 6, 2022, City Council authorized City staff to prepare a mutually acceptable Exclusive Negotiation Agreement with Proposer for the purpose of negotiating terms for the potential future development of the Site in accordance with the RFP/Q and the Proposal.

C. The City desires to cause the development of the Site with a Navigation Center initially consisting of thirty (30) small residential units and ancillary buildings such as, but not limited to, restroom facilities, dining hall, laundry, and an administration office consistent with the RFP/Q (Attachment #1) and the Proposal (“**Project**”). The proposed Project would be subject to compliance with any applicable requirements of the California Surplus Land Act and the California Environmental Quality Act (“**CEQA**”). The details and scope of the proposed Project are not yet determined or agreed upon and will continue to be reviewed and analyzed by the Parties during the Term of this Agreement, when the Parties may consider additional terms, including but not limited to the possible future expansion of residential units to a maximum limit of fifty (50), modifications to the Site plan, and the potential for ancillary buildings to be constructed at the Site.

D. The City and Proposer wish to negotiate to reach agreement on the terms and conditions for a lease of the Site, the development and construction of the Site, continued maintenance and security for the Site, as well as the operation of the Site for the purpose of

providing interim housing for selected candidates in need along with supportive services with the goal of transitioning qualified individuals into permanent housing. The negotiated lease and any other necessary agreements would provide the terms and conditions for the City's lease of the Site to Proposer, if specified preconditions are satisfied, and for Proposer's design, financing, construction, operation, and maintenance of the proposed Project.

E. The purpose of this Agreement is to establish procedures and standards for the negotiation by the City and Proposer of a lease and ancillary documents. As more fully set forth in Section 3.1 of this Agreement, Proposer acknowledges and agrees that this Agreement in itself does not obligate, and shall not be construed to obligate, any party to acquire or convey any interest in real property, does not grant Proposer the right to develop the Site or construct the proposed Project, and does not obligate the City or Proposer to any activities or costs to develop the proposed Project except for Proposer to engage in the preliminary analysis, planning actions, and negotiations contemplated by this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Proposer mutually agree as follows:

### ARTICLE 1. EXCLUSIVE NEGOTIATIONS

#### Section 1.1 Good Faith Negotiations.

A. Many Mansions, Hope the Mission, and DignityMoves, each separately, and collectively as the three entities that submitted the proposal for development of the Site ("Proposer"), agree to be bound by this Agreement with the City. The City and Proposer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, below, the terms and conditions for the City's lease of the Site to Proposer, if specified preconditions are satisfied, and for Proposer's design, financing, construction, and operation of the proposed Project, inclusive of all operational, service, or other agreements necessary for the Project (collectively, the "Definitive Agreement"). The Definitive Agreement must be consistent with the description set forth in the Recitals above, including the RFP/Q, all of which, including the Recitals, are incorporated herein by this reference, subject to changes or revisions to the proposed Project that are needed in order to comply with applicable State and federal law and other changes or revisions that are mutually agreed to by the Parties. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory lease.

B. Among the issues to be addressed in the negotiations for a Definitive Agreement are: (1) the lease of the Site by the City to Proposer; (2) the Site plan and associated architectural drawings detailing the project, including, but not limited, to the design and type of required structures to be constructed as part of the proposed Project; (3) the development schedule for the proposed Project; (4) a project budget that sets forth the costs and fees to design, build,

#### EXCLUSIVE NEGOTIATION AGREEMENT

1205 Lawrence Drive

Page 2 of 14

operate, and maintain the Navigation Center (including timing of construction, minimum and maximum funding commitments by the City, funding obligations by the Parties for the operation and maintenance of the Navigation Center, and other funding sources and responsibilities) (“Project Budget”); (5) the operational procedures for providing interim housing for selected participants; (6) terms and conditions for the continued maintenance of the Site and operation of the Navigation Center; (7) obligations for Proposer to seek appropriate grants or other funds, both from public agencies and private contributors that financially support the continued operation of the Navigation Center; (8) the requisite environmental analysis under CEQA; and, (9) the requisite process for disposition of property or entering into any agreements related to the Project, including but not limited to compliance with the Surplus Lands Act.

C. Proposer agrees and acknowledges that any Definitive Agreement is subject to determination by the City that any such agreement complies with all legal requirements for the proposed Project. Any CEQA findings, including possible exemptions, reports or other analysis must be prepared and approved before the Parties enter into a Definitive Agreement.

#### Section 1.2 Negotiating Period/Term.

A. The negotiating period under this Agreement and term of this Agreement (“Negotiating Period” or “Term”, inclusive of any “Extension Term”) is a period of two-hundred seventy (270) calendar days, commencing on the Effective Date. The Negotiating Period may be extended by mutual written agreement of the Parties for up to two (2) additional forty-five (45) calendar day periods (“Extension Term”). An Extension Term may only be authorized on the City’s behalf by the City Manager of the City (“City Manager”) if, in the City Manager’s sole discretion and determination, sufficient progress toward a mutually acceptable lease has been made during the initial two-hundred seventy (270) day negotiating period to merit such an extension and upon such terms and conditions as the City Manager deems reasonably appropriate.

B. If a Definitive Agreement has not been approved by the City Council and executed by the City and Proposer by the expiration of the Negotiating Period, including any Extension Term pursuant to the preceding Paragraph A, then this Agreement shall automatically expire and terminate without any action of the Parties, neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive expiration or termination of this Agreement, and Proposer will have no further rights regarding the subject matter of this Agreement or all or any part of the Site. City will be free to negotiate with other persons or entities with regard to all or any part of the Site. If a Definitive Agreement is approved by the City Council and executed by the City and Proposer by the expiration of the Negotiating Period, including any Extension Term, then, upon such execution of the Definitive Agreement by the Parties, this Agreement shall automatically expire and terminate without any action of the Parties, all rights and obligations of the Parties shall be as set forth in the executed lease, operations agreement, and ancillary agreements prepared in relation to the Project, and neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive expiration or termination of this Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, the City shall not negotiate with any entity, other than Proposer, regarding development of the Site, or solicit or entertain bids or proposals to do so.

Section 1.4 Good Faith Deposit Alternative. In lieu of and as an alternate to requiring a good faith deposit from Proposer, and as consideration for the City's execution of this Agreement, each entity making up the Proposer team shall provide the City with copies of all reports, studies, analyses, correspondence, and similar documents prepared or commissioned by Proposer with respect to this Agreement and the proposed Project, all as more fully set forth in Section 2.5, below. Each entity shall provide industry standard financial reports evidencing their respective financial solvency such as the most recent independent audit report, including management letters, bankruptcy history, or other industry standard documentation of financial stability.

## ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the Definitive Agreement, the Parties shall use reasonably good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Definitive Agreement prior to the expiration of the Negotiating Period.

### Section 2.2 Financing and Costs of Project; Lease Requirements.

A. Within ninety (90) calendar days after the Effective Date, Proposer shall, at its sole cost and expense, provide the City with a detailed financial analysis for the Project containing, among other matters, the development costs of the proposed Project, a detailed development budget, an operations budget, including but not limited to costs for maintenance, property management, and supportive services, and other costs that will be associated with the Navigation Center project ("Financing Proposal"). The Financing Proposal shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the proposed Project, to assist in the negotiation of terms, and assist with finalizing a Project Budget. The Financing Proposal shall also include the terms, scope, and limits to annual financing from City, County of Ventura, or other public agencies, including the State and Federal Government, and any third-party financing, as well as a schedule of financing for the proposed Project.

B. The Definitive Agreement will provide that Proposer will be solely responsible for all development (including site development and demolition costs), continual maintenance of the site, and operational costs of the proposed Project, except insofar as Proposer receives funding from other sources as set forth in a Project Budget. Proposer acknowledges that the construction and future maintenance of the proposed Project may be subject to the State of California's prevailing wage requirements and/or federal prevailing wage requirements. The Definitive Agreement will include a provision that establishes Proposer is solely responsible for compliance with all local, state, and federal laws.

C. The negotiations for a Definitive Agreement will address, among other items, the terms; the form, amount, and financing considerations for the proposed Project; the scope and schedule of development; a right-of-entry agreement; the operation procedures for the Navigation Center; the scope and terms and conditions of supportive services at the Navigation Center; responsibilities of the Parties subject to the Definitive Agreement or related agreements; any ancillary documents; maintenance requirements; and, the selection process for individuals referred to or eligible for occupancy of the units at the Site. Any restrictions by the City for use of the Site will be senior in priority to any construction and permanent financing or other liens.

D. The Definitive Agreement will include a "Scope of Development" setting forth, without limitation, a minimum of thirty (30) residential units, the type and total square feet of ancillary facilities, the number of parking spaces, infrastructure plans, and the overall design parameters for the Site.

E. The Project Budget included in the Definitive Agreement will include a sources and uses budget, which will be based upon a financial pro forma, which shall be subject to the approval by the City and an agreement as to the method of any required financing, reasonably demonstrating the availability of all funds needed to complete the development of the proposed Project. The Definitive Agreement will require the confirmation of funding sources, whether through City payment, County of Ventura payment, or proposed loans, tax credits, grants, or donations. During the Term of this Agreement, Proposer agrees that it has a continuing and ongoing duty to fully disclose all material facts regarding the Financing Proposal, the Project Budget, and Proposer's plans for financing the proposed Project.

F. The Proposer was selected based on a number of factors, including the reported and presented capabilities of the three entities that make up the Proposer's team. If any of the three entities ceases to be part of the Proposer's team, City has the right to terminate this Agreement and end further negotiations for the proposed project or review and approve new entities the Proposer seeks to add to the team to replace a prior entity.

G. The Definitive Agreement will be subject to the City's insurance requirements and all other applicable and customary City policies. The Definitive Agreement may require appropriate performance and payment bonds (consistent with industry standards involving public-private projects) with regard to the construction of the proposed Project or another form of assurance that is acceptable to the City.

H. The Definitive Agreement will contain such other provisions as may be customary in City agreements and such other provisions as the City and Proposer determine to be necessary or appropriate to implement the proposed Project.

Section 2.3 Due Diligence. During the Negotiating Period, and subject to the terms and conditions of a Right of Entry Agreement to be entered into by and between the City and Proposer concurrently with this Agreement, Proposer shall conduct due diligence activities, including but not limited to, planning, establishing the metes and bounds of the Site, obtaining certified soils and

hazardous materials report, conducting a financial feasibility analysis, and outlining operational needs to operate and manage a Navigation Center under the general description of the RFP/Q.

A. Proposer shall, at its sole cost and expense, determine whether the Site is suitable for development of the proposed Project, including conducting geotechnical and soils testing. In addition, after conducting such tests, Proposer shall take into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed Project improvements, parking requirements and the other environmental and regulatory factors that Proposer deems relevant.

B. Proposer will be solely responsible for all necessary testing of the Site for hazardous materials pursuant to all applicable laws, statutes, rules, and regulations. All studies and reports generated by Proposer's testing for geotechnical conditions and hazardous materials will be made available to the City.

C. Proposer will also be responsible for making the Site suitable and usable for the proposed Project as a result of any site conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters. Proposer shall deliver to the City all reports within its possession or under its control regarding hazardous materials relating to the Site.

Section 2.4 Operations and Maintenance. In addition to a Definitive Agreement, the parties will negotiate the terms of an operations and maintenance agreement setting forth Proposers responsibility, whether individually or collectively, for the operation of the Navigation Center. The Parties will negotiate in good faith the terms of such agreement including daily operations, minimum and maximum number of employees necessary to operate the facility, transportation requirements, reporting responsibilities, insurance requirements, maintenance obligations, security, and other duties reasonably associated with the operation of an interim emergency shelter at the Site.

Section 2.5 Development Documents. The Definitive Agreement must include a Site plan, design and planning drawings, grading documents, utility connections, parking locations and other documents that identify the development of the Site for the purpose of operating a Navigation Center.

A. Proposer shall, at its sole cost and expense, provide the City with true and correct copies of all reports, studies, analyses, correspondence, and similar documents prepared or commissioned by Proposer with respect to this Agreement and the proposed Project, promptly upon their completion.

B. The City will, without any representation or warranty, provide Proposer any existing information, studies, reports, site and construction plans or other documents in the City's possession and control which the Proposer may reasonably request to facilitate the Project design and development.

C. The City reserves the right, during the Term of this Agreement, to request reasonable additional information and data from Proposer that it considers necessary for review and evaluation of the Site and the proposed Project, which Proposer will provide in a timely manner provided that such information has been obtained by Proposer pursuant to this Agreement or is otherwise in Proposer's possession and control.

#### Section 2.7 Environmental Review.

A. Proposer will be responsible for compliance with the requirements of the CEQA pursuant to California Public Resources Code Sections 21000 *et seq.* and California Code of Regulations Sections 15000 *et seq.*, in connection with the proposed use of the Site and the development of the proposed Project. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to such CEQA documentation. Proposer shall provide such information about the proposed Project as may be required to enable the City to consider any CEQA-required document and shall otherwise generally cooperate with the City to complete this task.

B. If the City, in its sole discretion, determines that the future approval of the Definitive Agreement requires non-feasible mitigation measures, or fails to yield benefits that outweigh significant unavoidable impacts, or the City otherwise determines, in its sole discretion, not to make any finding required by CEQA as a prerequisite to approval of the Definitive Agreement, the City may terminate this Agreement, without penalty. Upon such termination, neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive termination of this Agreement.

C. The Parties intend this Agreement to reflect the basic understanding between them but agree that the Definitive Agreement contemplated herein shall be subject to, and contingent on, the City Council's approval, in its sole discretion, of a final CEQA determination. This Agreement does not constitute a legally binding commitment to a specific project, to the proposed Project, to the lease of the Site, or to the Definitive Agreement.

Section 2.8 Progress Reports. From time to time as reasonably requested by the City, the Proposer agrees to make oral and written progress reports advising the City on all matters related to the proposed Project, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters.

Section 2.9 Community Engagement. The City and Proposer shall confer and seek agreement on an appropriate strategy to obtain input from community members regarding the proposed Project.

Section 2.10 Planning Approvals. Proposer acknowledges that the proposed Project may require the City's approval of various land use or other discretionary approvals and/or other entitlements (collectively, "Entitlements"). Proposer shall be responsible for submitting all site plans, preliminary designs, and plan and specifications for the proposed Project. Proposer will be required to obtain all discretionary approvals and Entitlements for the proposed Project. Planning

documents may include the following: Special Use Permit (“SUP”) for the use as an emergency shelter; a development permit of the site; a protective tree permit; building, electrical, mechanical and plumbing permits; grading, paving and encroachment permits.

Section 2.11 Indemnity. Proposer agrees to defend, indemnify, and hold harmless City and its officers, agents, representatives, and employees (“Indemnified Parties”) from any and all losses, liabilities, damages, claims, costs, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney’s fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any omission, fault or active negligence, of the Proposer or the Proposer’s officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to the this Agreement, any work to be performed by the Proposer related to this Agreement, the Property or the Project, or any authority or obligation exercised or undertaken by the Proposer under this Agreement. Without limiting the generality of the foregoing, the Proposer’s obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the proposed Project or the Property on behalf of the Proposer by any person or entity. The indemnity obligations in this paragraph shall not extend to losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses, including, but not limited to reasonable attorney’s fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, which are caused by the sole negligence or willful misconduct of the City or its agents. This indemnity obligation shall survive the expiration or termination of this Agreement.

Section 2.12 California Surplus Land Act. Proposer acknowledges that a Definitive Agreement that includes a lease of the Site to Proposer for the proposed Project is subject to compliance with and shall be in conformance with all applicable laws, including, without limitation, the California Surplus Land Act (set forth in California Government Code Section 54220 *et seq.*), and may be subject to oversight and approval by the California Department of Housing and Community Development or other regulatory bodies.

### ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate either the City or Proposer to enter into a Definitive Agreement. By execution of this Agreement, the City is not committing itself to, or agreeing to, undertake disposition of the Site or any other matter with respect to the Site. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding a CEQA analysis, the execution of a Definitive Agreement, lease, right-of-entry agreement, an operations agreement, any related ancillary agreements, development plans and specifications, as well as all proceedings and decisions in connection therewith. Any Definitive Agreement resulting from negotiations



pursuant to this Agreement shall become effective only if and after such Definitive Agreement has been considered and approved by the City Council following completion of all legally required procedures and processes and executed by duly authorized representatives of the City and Proposer. Until and unless a Definitive Agreement is signed by Proposer, approved by the City Council and executed by the City, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into, or support entering into, a Definitive Agreement or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document. Each Party assumes the risk that, notwithstanding this Agreement and good faith negotiations, the City and Proposer might not enter into a Definitive Agreement due to their failure to agree upon essential terms of a transaction or a decision by the City Council not to authorize entering into and execution of the lease.

Section 3.2 Notices. Formal notices, demands and communications between the City and Proposer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

To City: City of Thousand Oaks  
2100 E. Thousand Oaks Boulevard  
Thousand Oaks, CA 91362  
Attn: Andrew P. Powers, City Manager

With a Copy to: City of Thousand Oaks  
2100 E. Thousand Oaks Boulevard  
Thousand Oaks, CA 91362  
Attn: Tracy Noonan, City Attorney

To Proposer: Many Mansions  
1259 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91362  
Attn: Rick Schroeder, President

Hope the Mission  
16641 Roscoe Place  
North Hills, CA 91343  
Attn: Ken R. Craft, CEO

DignityMoves  
2406 Bust Street  
San Francisco, CA 94115  
Attn: Elizabeth Funk, CEO

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused. For purposes of

obligations to be performed by the City or of calculation of noticing under this Agreement, a business day on which the City of Thousand Oaks City Hall is closed will not constitute a business day under this Agreement.

Section 3.3 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no *lis pendens* may be filed against any portion of the Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Right of Entry Agreement. The City and Proposer intend on entering into that certain Right of Entry Agreement (“**Right of Entry Agreement**”) concurrently with this Agreement, in which the City will grant Proposer a right of entry to enter the Site.

Section 3.5 Insurance. Proposer shall at all times during the Term of this Agreement keep in full force and effect all policies of insurance required under the Right of Entry Agreement described in Section 3.4, above.

Section 3.6 Assignment. Proposer understands the City is entering into this Agreement based on the experience and qualifications of Proposer and of the key individuals representing or employed by Proposer as of the date of this Agreement. Therefore, all entities that collectively make up the Proposer will not assign, sell, or otherwise transfer any or all of its rights under this Agreement, or interest herein, without the prior written approval of the City, which approval may be withheld in the City’s sole and absolute discretion. Further, no voluntary or involuntary successor in interest of Proposer, and each of them as a separate entity, will acquire any rights or powers under this Agreement except as expressly set forth herein. For the reasons cited herein, Proposer represents and agrees for itself and any successor in interest that prior to the expiration of the Term, and without the prior written approval of the City (which approval may be withheld in the City’s sole and absolute discretion), there will be no significant change in the management or control of Proposer or with respect to the identity of the parties in control of Many Mansions, Hope of the Mission, and Dignity Moves. Proposer will promptly notify the City of all changes whatsoever in the identity of the parties in control of or exercising the management of Proposer, or the degree of control or management, of which it or any of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by the City if there is any significant change (voluntary or involuntary) in membership, management, or control, of any of the entities that make up the Proposer team. For purposes of this paragraph, a significant change will mean any change in the identity of the Executive Director, CEO, or President (or similar person or persons having ultimate control over the day-to-day management of any of the three entities that make up the Proposer team, or the appointment of a receiver or trustee to operate or exercise direct or indirect control over any portion of or interest in any of the three entities. Periodic, routine changes in membership that cumulatively affect less than 50% of the membership of the Proposer’s board of directors will not be considered a “significant change”.

Section 3.7 Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party’s obligations under this Agreement.

Section 3.8 Defaults and Remedies.

A. Default. If a Party defaults with regard to any of the provisions of this Agreement, then the non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting Party of such notice, the non-defaulting Party may immediately exercise the remedies set forth in Paragraph B, below.

B. Remedies. Except for a default or breach of Proposer with respect to Proposer's indemnification, defense and hold harmless obligations set forth in this Agreement or any amendment thereto, for which the City shall have all remedies available at law or in equity, the non-defaulting Party's sole and exclusive remedy in the event of an uncured default by the City or Proposer shall be to terminate this Agreement. Following such termination, no Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except that Proposer's indemnification, defense and hold harmless obligations set forth in this Agreement shall survive such termination and be enforceable against Proposer.

C. No Liability. Except as expressly provided in Paragraphs A and B, above, no Party shall have any liability to any other Party for damages or otherwise for any default or breach, nor shall any Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.9 Time is of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

Section 3.10 Nondiscrimination. Proposer covenants and agrees that it will not discriminate against any employees or applicants for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, disability, medical condition, or marital status.

Section 3.11 Conflicts of Interest.

A. No member, official, officer or employee of the City may have any personal interest, direct or indirect, in this Agreement, nor may any such member, official, officer or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

B. Proposer warrants that it has not paid or given, and will not pay or give, directly or indirectly, any City member, official, officer or employee any money or other consideration at all, whether or not connected in any way with the subject matter of this Agreement. Further, Proposer warrants that it has no knowledge of any financial interest of any City member, official, officer or employee in Proposer, directly or indirectly, or in any person or entity affiliated with Proposer, or in any transaction in which Proposer is or has been involved.

C. Proposer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. The Parties understand and agree that Proposer has retained legal counsel and consultants in connection with the creation and implementation of this Agreement, and that such is not a violation of this Paragraph.

Section 3.12 Heading/Captions. The headings and captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and will not be deemed in any manner to modify, explain, expand, or restrict any of the provisions of this Agreement.

Section 3.13 Severability. Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any Party or circumstance is declared to be illegal, invalid, or unenforceable for any reason whatsoever by statute or a court of competent jurisdiction, such invalidity will not affect the other terms and provisions hereof or the application of the provision in question to any other Party or circumstance, all of which will continue in full force and effect.

Section 3.14 Attorneys' Fees. If an action or court proceeding is brought by a Party against the other Party under this Agreement, whether for interpretation, enforcement or otherwise, the prevailing Party in any such action or proceeding shall be entitled to recover attorneys' fees and costs from the other Party.

Section 3.15 Governing Law. This Agreement and the legal relations between the Parties will be governed by, interpreted under, construed and enforced in accordance with, the internal laws of the State of California without reference to the rules governing the conflict of laws. This Agreement is made and entered into in the County of Ventura, California, and any legal actions or proceedings arising from or related to this Agreement will be brought in the County of Ventura.

Section 3.16 Jointly Prepared. This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein will not be interpreted against any of them. Except as expressly limited by this Section, all of the applicable rules of interpretation of contracts will govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 3.17 Signing Authority. All individuals signing this Agreement for a Party which is a corporation, limited liability company, partnership, or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and City to act for, sign and bind the respective entity or principal on whose behalf they are signing.

Section 3.18 Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements, oral or written, between the Parties with respect to acquisition and development of the Site or the proposed Project.

Section 3.19 Waivers/Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default will not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 3.20 Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed an original, and all of which, when taken together, will constitute but one and the same instrument.

Section 3.21 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and Proposer and no other person shall have any right or cause of action under or by reason of this Agreement.

Section 3.22 Project Images. Proposer hereby consents to the use by the City of images of the Project, its models, plans and other graphical representations of the proposed Project and its various elements (“**Project Images**”) in connection with marketing, public relations, and special events, websites, presentations, and other uses required by the City in connection with the Project. Such right to use the Project Images will not be assignable by the City to any other party (including, without limitation, any private party) without Proposer’s prior written consent. Use by the City of Project Images, Proposer’s name or the names of their affiliates will be subject to prior approval, which will not be unreasonably withheld or delayed. For any Project Images provided to the City by Proposer, Proposer will use reasonable efforts to obtain any rights and/or consents from any third parties necessary to provide these Project Image use rights.

Section 3.23 Actions By the City. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization or waiver of the City without further action of the City Council, unless such approval, consent, authorization, or waiver is otherwise required by applicable law to be made by the City Council or the City Manager otherwise determines such approval, consent, authorization, or waiver should be made by the City Council.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**“CITY”**

**“PROPOSER”**

CITY OF THOUSAND OAKS

MANY MANSIONS

By: \_\_\_\_\_  
Kevin McNamee, Mayor

By: \_\_\_\_\_  
Rick Schroeder, President

**ATTEST:**

HOPE THE MISSION

By: \_\_\_\_\_  
Laura B. Maguire, City Clerk

By: \_\_\_\_\_  
Ken R. Craft, CEO

DIGNITY MOVES

By: \_\_\_\_\_  
Elizabeth Funk, CEO

**APPROVED AS TO ADMINISTRATION:**

By: \_\_\_\_\_  
Andrew P. Powers, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Tracy M. Noonan, City Attorney

ENA-Navigation Center  
1205 Lawrence Drive, Thousand Oaks

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1205 Lawrence Drive, Thousand Oaks