

**AMENDMENT NO. 2 TO CONTRACT NO. 1557819
BETWEEN THE CITY OF PALO ALTO AND
THE COUNTY OF SANTA CLARA**

This Amendment No. 2 (this “Amendment”) to Contract No. 1557819 (the “Contract” as defined below) is entered into as of August 26, 2024 by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (“COUNTY”). CITY and COUNTY are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of the use of a portion of 2000 Geng Road for the County’s 24-hour safe parking program for recreational and other vehicles and persons residing in such vehicles on a temporary basis (“Safe Parking”), as detailed therein.

B. On September 18, 2023, the Parties entered into Amendment No. 1 to the Contract to extend the term, prioritize local populations, and clarify the City’s landscaping responsibilities.

C. The Parties now wish to amend the Contract in order to expand the premises of the lease as more particularly described in revised Exhibit A, and increase the number of parking spaces permitted.

D. In accordance with Palo Alto Municipal Code Section 18.42.170, the City provided notice that the City Council was considering this amendment to owners and residents of property within 600 feet of the subject property.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. 1557819 between COUNTY and CITY, dated September 17, 2020, as amended.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 1 of the Contract is hereby amended to read as follows:

- 1. **Grant of Lease.** City hereby grants to County a lease for the exclusive right to use the Premises solely to provide Safe Parking in compliance with all federal, state, and local laws. Notwithstanding the previous

Vers.: Aug. 5, 2019

sentence, City may pass through the Premises with reasonable notice to County to access adjacent lots; and City may enter the Premises without any notice in emergency situations if there is a substantial risk to health, safety, or property. The County's use of the Premises for Safe Parking is restricted to uses directly associated with providing a temporary location for and services to the homeless in compliance with the standards in Exhibit C and shall be limited to no more than twenty-two (22) RV-sized parking spaces at any one time (each such space may fit one RV or two cars). In addition to the 22 RV-sized parking spaces, additional vehicle spaces on the Premises may be used for staff parking and for the parking of commuter vehicles for Safe Parking program participants. Other than for Safe Parking, County will not, nor will County allow anyone else to, park on, remove, relocate, alter, attach anything to, or otherwise modify the Premises, without the prior written consent in each instance of the City, which consent may be granted or withheld in the City's sole and absolute discretion. County understands, acknowledges, accepts and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing herein shall limit in any way County's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers. Notwithstanding anything to the contrary in Section 4 of or elsewhere in the original Contract, the City shall be responsible (at the City's expense) for removing the existing fencing/wall between the original Premises and the newly expanded portion of the Premises and shall be responsible for restriping the newly expanded portion of the Premises to provide for the 10 new RV-sized parking spaces and 10 additional spaces for commuter parking.

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "Premises", AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

COUNTY OF SANTA CLARA

Name: Jeff Draper
Title: Director, Facilities and Fleet
Department

APPROVED AS TO FORM AND LEGALITY:

Name: Karen M. Willis
Title: Deputy County Counsel

Attachments:
Exhibit A – Premises