

**REVENUE AGREEMENT BETWEEN THE  
COUNTY OF SANTA CLARA  
AND THE CITY OF PALO ALTO**

This Agreement is entered into by and between the **County of Santa Clara** (the “County”) and the **City of Palo Alto** (the “City”), individually, a “Party” and, collectively, the “Parties,” in order to provide funding for and establish roles, rights and responsibilities related to contracting with Root Policy Research, Inc. (“Root Policy”) for services related to preparation of the 2025-2030 Consolidated Plan (“Con Plan”).

**RECITALS**

- A. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires recipients of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) grants to prepare and submit a Consolidated Action Plan (Con Plan), which enables recipients to continue to receive annual CDBG and HOME funds;
- B. WHEREAS, the County and City each are recipients of CDBG and/or HOME funds;
- C. WHEREAS, the County and City each are required to prepare and submit a Con Plan;
- D. WHEREAS, a coordinated effort between the County and City in preparing the Con Plan would reduce costs and optimize community input;
- E. WHEREAS, the County took a lead role in inviting contractors to submit proposals to prepare the Con Plan for the County and Santa Clara County cities, including the City;
- F. WHEREAS, the County previously took a lead role in working with the City and other cities in Santa Clara County in selecting the contractor that prepared the prior Con Plan and entered into the agreement with contractor;
- G. WHEREAS, the City was invited to participate in the process of evaluating contractors’ proposals for preparation of the Con Plan;
- H. WHEREAS, the City seeks to leverage the County’s previous experience in contracting for Con Plan services;
- I. WHEREAS, on June 18, 2024, the County Board of Supervisors approved delegation of authority to the County Executive, or designee, to prepare and execute a Service Agreement with Root Policy for preparation of the Con Plan;

In consideration of the foregoing Recitals, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

## **AGREEMENT**

### **SECTION 1     TERM**

This Agreement is effective upon full execution and will continue thereafter until **June 30, 2025**, unless extended by mutual consent.

### **SECTION 2     ROLES AND RESPONSIBILITIES**

- a) Upon presentation of an invoice by County to the City, the City shall reimburse the County for its share of expenses associated with Con Plan base services in an amount not to exceed **\$47,105** for services through June 30, 2025. Con Plan Additional Tasks shall not exceed **\$4,710**. Invoices for the Con Plan will be billed in two installments.
- b) The total costs identified above shall not exceed (including reimbursed expenses) **\$51,815** for services through June 30, 2025.
- c) The County shall submit all invoices to the City's CDBG & HOME Program Administrator

### **SECTION 3     MUTUAL INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the County and the City agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

#### **SECTION 4      TERMINATION**

Either party may terminate this Agreement with or without cause upon providing thirty (30) days' prior written notice to the other party to the addresses set forth in Section 13 below.

#### **SECTION 5      CALIFORNIA PUBLIC RECORDS ACT**

The County and City are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). If a Party's (the "Submitting Party") proprietary information is contained in documents or information submitted to the other Party (the "Receiving Party"), and the Submitting Party's claims that such information falls within one or more CPRA exemptions, the Submitting Party must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the Receiving Party will make best efforts to provide notice to the Submitting Party prior to such disclosure. If the Submitting Party contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the Receiving Party is required to respond to the CPRA request. If the Submitting Party fails to obtain such remedy within the time the Receiving Party is required to respond to the CPRA request, Receiving Party may disclose the requested information.

The City and County further agree that each shall defend, indemnify and hold each other harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by the other Party of a CPRA request for information arising from any representation, or any action (or inaction), by the indemnifying Party.

#### **SECTION 6      ASSURANCE**

Each Party represents and warrants that it has the authority to enter into this Agreement.

#### **SECTION 7      RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of partners or joint ventures between the City and the County.

#### **SECTION 8      THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

#### **SECTION 9      ENTIRE AGREEMENT**

This instrument contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or the designated agent of either Party that are not contained in this Agreement shall be valid or binding.

#### **SECTION 10     MODIFICATION**

This Agreement may not be enlarged, modified, or altered, except if it is evidenced in writing, signed by the Parties and endorsed to this Agreement.

#### **SECTION 11 INSURANCE**

Each Party shall, at its own expense, keep in force during the Term, Workers' Compensation Insurance, insuring against and satisfying each Party's obligations and liabilities under the workers' compensation laws of the State of California, including employer's liability insurance in the limits required by the laws of the State of California.

#### **SECTION 12 SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

#### **SECTION 13 NOTICES**

Notices to the Parties in connection with this Agreement shall be given personally or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as follows:

##### SANTA CLARA COUNTY

Kathryn Kaminski  
Acting Director, Office of Supportive Housing  
150 W Tasman Dr  
San José, CA, 95134

##### CITY OF PALO ALTO

Janathan Lait  
Planning Director, Planning & Development Services  
250 Hamilton Ave.  
Palo Alto, CA, 94301

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on the date of delivery.

#### **SECTION 14 AMENDMENTS**

This Agreement may be amended only by a written instrument signed by the Parties.

#### **SECTION 15 CONFLICTS OF INTEREST; POLITICAL REFORM ACT**

The City and County shall comply with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the non-breaching Party.

If applicable, in accepting this Agreement, City covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. City further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. City, including but not limited to City's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests. If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, City shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to City's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of City's service to County under this Agreement. City shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. City shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. City shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

## **SECTION 16 LEVINE ACT COMPLIANCE**

If applicable, City will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in City's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. City agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and City shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, City shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and City must submit all such forms to the County as a prerequisite to execution of the Agreement.

## **SECTION 17    WAIVER**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and shall apply to the specific instance expressly stated.

## **SECTION 18    GOVERNING LAW, VENUE**

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

## **SECTION 19    COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

## **SECTION 20    THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

## **SECTION 21    CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

## **SECTION 22    ASSIGNMENT**

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

## **SECTION 23    ENTIRE AGREEMENT**

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into as of the day and year of execution of this Agreement.

COUNTY OF SANTA CLARA

\_\_\_\_\_  
James R. Williams

County Executive

Date: \_\_\_\_\_

CITY OF PALO ALTO

\_\_\_\_\_  
Ed Shikada, City Manager

City of Palo Alto

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Stefanie Wilson

Deputy County Counsel

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Albert Yang

Assistant City Attorney

Date: \_\_\_\_\_