

**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”), in order to provide funding for and establish roles, rights and responsibilities related to preventing and ending homelessness in Palo Alto. The County and City are sometimes referred individually as a “Party,” and collectively as the “Parties.”

**RECITALS**

- A. WHEREAS, the Parties have endorsed the 2020-2025 Community Plan to End Homelessness in Santa Clara County and have approved resolutions finding that the problem of homelessness in Santa Clara County is a crisis;
- B. WHEREAS, the City, the County and other partners seek to reduce homelessness while sharing costs, prioritizing services to the community’s most vulnerable homeless persons, using resources strategically, and maintaining effective operational relationships;
- C. WHEREAS, in its role as the lead agency for the Santa Clara County Continuum Care (CoC), the County’s Office of Supportive Housing (OSH) coordinates permanent housing programs, shelter and transitional housing, supportive services, a homeless management information system and supportive housing policies and standards countywide;
- D. WHEREAS, the County has established effective partnerships to manage and coordinate programs such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), Homelessness Prevention, Housing Problem Solving, interim housing services, and outreach services;
- E. WHEREAS, the City has received a funding commitment of \$26,559,544 in State Homekey funds to develop a service-enriched shelter in Palo Alto in partnership with LifeMoves;
- F. WHEREAS, the City seeks to prioritize Interim Housing Services for unhoused or at-risk people who are significantly impacting the City’s neighborhoods and departments; and,
- G. WHEREAS, the City seeks to leverage the County’s resources and expertise in managing supportive housing programs by allowing the County to manage programs for homeless persons.

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

## **AGREEMENT**

### **1) TERM**

This Agreement is effective on April 7, 2025 and will continue thereafter until December 31, 2033 unless extended by mutual consent or terminated as provided below in Sections 4 and 13.

### **2) ROLES AND RESPONSIBILITIES**

a) The Parties shall jointly develop, implement, and monitor the programs described in Exhibit A: Program Specifics (“Programs”).

b) City’s Responsibilities

i) The City shall designate a Program Manager to:

(1) Serve as the County’s liaison to the City’s departments and City Council;

(2) Participate in management meetings for the Programs, which will be held as needed; and,

(3) Actively assist in the development and improvement of the Programs to ensure that the Programs meet their goals.

ii) The City shall remit payment to the County annually for all expenses associated with this Agreement as follows:

<b>Time Period</b>	<b>Total Maximum Financial Obligation</b>
December 31, 2027	\$1,000,000
December 31, 2028	\$1,000,000
December 31, 2029	\$1,000,000
December 31, 2030	\$1,000,000
December 31, 2031	\$1,000,000
December 31, 2032	\$1,000,000
December 31, 2033	\$1,000,000
<b>TOTAL</b>	<b>\$7,000,000</b>

c) County's Responsibilities

i) The County shall designate one or more Program Managers to:

(1) Serve as the City's liaison to County departments;

(2) Plan and lead management and coordination meetings, which will be held as needed;

(3) Lead in development, management, and refinement of the Programs to ensure that the Programs meets their goals.

(4) Lead coordination meetings with appropriate stakeholders to ensure the Programs' success.

ii) The County shall provide or subcontract Programs' services. To the maximum extent practicable, the County shall leverage other resources to offset, improve, or expand the Programs' services.

iii) The County or its contractors shall implement referral criteria and procedures consistent the Santa Clara County Continuum of Care's Coordinated Assessment System.

d) The Parties shall work collaboratively to:

i) Establish the Programs' success and outcome measures consistent with the Santa Clara County Continuum of Care's System Performance Measures; and,

ii) Identify resources that would enable the Programs to more effectively use City and County funds and improve Programs; incorporating lessons learned from similar Programs.

iii) Meet regularly to discuss the performance and progress of the Programs. When appropriate, the Parties shall jointly develop corrective actions to be implemented by the Programs' contractors.

iv) Jointly monitor the Programs' expenses and outcomes. Based on the availability of the City's funds in future years and the Programs' outcomes, the Parties will determine whether to continue, expand, contract, or terminate the Programs at the end of the Term.

- e) Funding under this Agreement is contingent on annual appropriations that are approved by the City Council.

### **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.

### **4) TERMINATION**

Either Party may terminate this Agreement at any time for convenience and without cause, upon providing a ninety-day (90) notice to the other Party at the addresses set forth in section 13) below. The notice shall state the effective date of the termination.

### **5) ASSURANCE**

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

### **6) 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.

### **7) CONFIDENTIALITY**

The Parties agree that by virtue of entering into this Agreement they each shall have access to certain confidential information regarding the other Party's operations. Each of the Parties shall not disclose confidential information and/or materials without the prior written consent of the other Party, unless such disclosures are required by California law. Where appropriate, resident releases shall be secured before confidential resident information is exchanged.

### **8) 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.

#### **9) 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.

#### **10) 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.

#### **11) 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.

#### **12) 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:

COUNTY OF SANTA CLARA

Deputy Director  
Office of Supportive Housing  
150 West Tasman Drive  
San Jose, CA, 95134

CITY OF PALO ALTO

Deputy City Manager  
City of Palo Alto  
250 Hamilton Avenue  
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.

#### **13) AMENDMENTS**

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

**14) 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.

**15) GOVERNING LAW AND 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.

**16) 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.

**17) COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION**

Compliance with All Laws. The Parties shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to all non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

Compliance with Non-Discrimination and Equal Opportunity Laws: The City shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, the City shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall the City discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

Compliance with Wage and Hour Laws: The City shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

Definitions: For purposes of this Subsection 17, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

Prior Judgments, Decisions or Orders against the City: By signing this Agreement, the City affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that the City violated an applicable wage and hour law or pay equity law. The City further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, the City receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then the City shall promptly satisfy and comply with any such Final Judgment. The City shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. The City shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

**Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to the City's records, the City shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, the City shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection 17, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during The City's normal business hours upon no less than 10 business days' advance notice.

**Pay Equity Notification:** The City shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to the City for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of the City's Employees and Job Applicants.

**Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i)Suspend or terminate any or all parts of this Agreement.
- (ii)Offer the City an opportunity to cure the breach.

**Subcontractors:** The City shall impose all of the requirements set forth in this Subsection 17 on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

## **18) CALIFORNIA PUBLIC RECORDS ACT**

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If the City's proprietary information is contained in documents or information submitted to County, and the City claims that such information falls within one or more CPRA exemptions, the City 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 County will make best efforts to provide notice to the City prior to such disclosure. If the City 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 County is required to respond to the CPRA request. If the City fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.



The City further agrees that it shall defend, indemnify and hold County 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 County of a CPRA request for information arising from any representation, or any action (or inaction), by the City.

#### **19) CONFLICTS OF INTEREST**

The City shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest 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 County.

In accepting this Agreement, the 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. The City further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. The City, including but not limited to contractor's employees 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 Political Reform Act are applicable to any individual providing service under this Agreement, the City shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to the City's employees, agents and subcontractors, who 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 the City's service to the County under this Agreement. The City shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. The City shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, the City shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including

but not limited to those listed this Section including, as required, filing of 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.

## 20) 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.

**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  
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: \_\_\_\_\_

**EXHIBIT A:  
PROGRAM SPECIFICS**

This Exhibit describes the Programs that will be implemented under this Agreement, either directly by the County or by a County subcontractor.

**A. Interim Housing**

**1. Program Description**

Palo Alto Homekey is a modular interim housing facility with onsite support services, which will provide privacy, security, mental health support, recovery programs, employment services, financial literacy, and programs for children. The facility includes nightly sleeping accommodations, meals, en suite bathrooms, showers, laundry services, mail services, internet access, and other basic need services. Case management services are provided to all clients in order to develop customized service plans to meet each individual's or household's goals. Case management services will focus on connections to mainstream community resources and support networks to support housing placement and long-term housing retention.

**2. Target Population**

The Program shall serve unsheltered homeless households at its service-enriched shelter site within the City. Households shall be referred from the Santa Clara County Shelter Hotline, and preference shall be given to households who reside in or have a connection to the City.

**3. Number of Households**

The County or its contractors shall serve up to 160 individuals nightly through its 88 units whose door configuration equates to 108 units (per California Department of Housing and Community Development (HCD) definition).

**4. Program Funding Amount**

The City shall remit payment to the County for expenses associated with the Temporary Housing Program as follows:

<b>Time Period</b>	<b>Maximum Financial Obligation for Temporary Housing</b>
December 31, 2027	\$1,000,000
December 31, 2028	\$1,000,000
December 31, 2029	\$1,000,000
December 31, 2030	\$1,000,000
December 31, 2031	\$1,000,000
December 31, 2032	\$1,000,000
December 31, 2033	\$1,000,000
<b>TOTAL</b>	<b>\$7,000,000</b>

#### 5. Reporting Requirements

The County shall provide quarterly reports to the City that include:

- a) Number of unduplicated clients served:
  - a. All clients served.
  - b. Clients served that are connected to the City.
- b) Exit destinations:
  - a. Number of unduplicated clients exits per period by exit categories.
  - b. Number of unduplicated clients exits per period by exit categories for those connected to the City.
- c) Enrollments of Palo Alto connected clients for the time period as well as enrollments that are new in that time period.
- d) Average length of time that individuals and families remain in shelter.
- e) Returns to homelessness within 12 months of individuals and families served, as data becomes available.
- f) Returns to homelessness within 2 years of individuals and families served, as data becomes available.
- g) A summary budget and actual report of operation and maintenance costs spent using City funding. Categories and format to be agreed upon.