

**AMENDMENT NO. 1 TO CONTRACT NO. 1557819
BETWEEN THE CITY OF PALO ALTO AND
THE COUNTY OF SANTA CLARA**

This Amendment No. 1 (this "Amendment") to Contract No. 1557819 (the "Contract" as defined below) is entered into as of September 12, 2023 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. The Parties now wish to amend the Contract in order to extend the term of the lease, revise Exhibit C entitled "Performance Standards", and revise miscellaneous provisions.

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.
- 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 2 of the Contract is hereby amended to read as follows:

2. Term. The term of this Agreement shall commence upon the Effective Date and end on September 16, 2026 ("Term"). Notwithstanding anything to the contrary this Agreement, the Term shall expire no later than the date Government Code Section 8698.4 (or any statutory replacement thereof) is repealed. It is understood that this Agreement is intended to give County a temporary use of the Premises and that County shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from City upon expiration, termination, or cancellation of this Agreement.

SECTION 3. Section 4 of the Contract is hereby amended to read as follows:

4. Acceptance of Premises.

a. County expressly acknowledges and agrees that the Premises is being made available for County's use "as is" "where-is" "with all faults" and the City makes no warranties or representations whatsoever regarding the condition of the Premises or of its suitability for Safe Parking.

b. The City shall not have any obligation to make any alterations, repairs, maintenance or improvements to the Premises prior to the commencement of the Term or at any time thereafter.

c. County shall not alter the Premises without the prior written consent of the City. County shall obtain, maintain and pay for all permits and licenses that may be or are required for the use of the Premises. County acknowledges and agrees that construction or improvement work performed under this Agreement may be considered a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. County is solely responsible and liable for ensuring compliance with all applicable prevailing wage laws. County shall not allow any mechanic's or other liens to be made against the property and shall indemnify and save harmless City against all costs, liabilities, suits, claims and demands, including legal fees and court costs, resulting from any such liens.

d. Prior to opening the Premises for Safe Parking, County shall, at its own expense, make the following improvements to the Premises:

- i. Ensure the Premises have two pedestrian exiting gates that allow persons to exit the Premises towards Geng Road. Notwithstanding anything to the contrary in this Agreement, the County shall not be required to remove or restore any new exiting improvements added to the Premises at the end of the Term. The plans for any new exiting gates shall be subject the reasonable approval of the City.
- ii. Install means of controlling access to the garage bays on the Premises. Such means of controlling access may be chain link fencing and gates or other means. County shall remove the means of access control at the end of this Lease unless City waives this in writing.
- iii. The County is permitted, though not required, to stripe the surface of the parking area to demarcate where vehicles may be permitted. The County shall submit to the City plans for the layout of the vehicles prior to operating the Safe Parking program. Such layout plan shall be reviewed by the City for compliance with the local and state Fire Code. Should County stripe the surface of the parking area, County shall remove the striping at the end of this Lease unless City waives this in writing.
- iv. County shall provide City with a copy of all keys, access codes, etc.

for any locks or other means of access control installed by County. City shall return these keys at the end of this Lease if the locks are being returned to County.

Notwithstanding subsection c. above, the County may make the improvements set forth in subsection d. above without the prior consent of the City, except as may be specifically set forth in subsection d. above.

e. Beginning October 1, 2023, the City shall, at its own expense and on a schedule determined by the City, maintain the landscaping extending from the right-of-way along Geng Road to the fence line and the adjoining contiguous line created by the exterior wall of the building on the Premises.

f. County shall provide and pay for its own power and utilities, if necessary, to operate on the Premises.

g. County shall not open the Premises to Safe Parking clients until the City's ordinance permitting safe parking in its PF Districts becomes effective. Prior to this, the County may prepare the Premises for Safe Parking use, including making the improvements listed in Section d. above.

SECTION 4. 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 "C" entitled "Performance Standards", AMENDED, REPLACES PREVIOUS.

SECTION 5. 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 6. 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

DocuSigned by:



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Name: Jeff Draper

Title: Director, Facilities and Fleet
Department

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:



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Name: Karen M. Willis

Title: Deputy County Counsel

Attachments:

Exhibit C – Performance Standards

EXHIBIT C
PERFORMANCE STANDARDS

County and its safe parking operator(s) shall adhere to these performance standards under this Agreement:

- (1) **Target Population.** The Safe Parking Program Operator shall give preference to households who reside in or have a connection to the City.
- (2) **Noise.** Audio, video, generator, or other amplified sound that is audible outside the vehicles parked in the Safe Parking program is prohibited.
- (3) **Shelter in vehicles.** All persons receiving Safe Parking shall shelter within their vehicles overnight. No person shall be housed in tents, lean-tos, pop-outs, or other temporary facilities outside of vehicles.
- (4) **Required facilities.** Accessible restroom facilities, including a toilet and handwashing sink, shall be available to persons utilizing the site for Safe Parking at all times during the hours of operation. These facilities may be the existing onsite facilities or mobile facilities brought onsite on a temporary basis to serve persons utilizing Safe Parking.
- (5) **Contact information.** The following emergency contact information shall be posted on site in a place readily visible to persons utilizing Safe Parking: (i) a contact phone number for the Safe Parking Program Operator; (ii) the police non-emergency phone number; and (iii) 911. The Safe Parking Program Operator shall be available at all hours of operation at the posted phone number and shall be the first contact for non-emergency matters.
- (6) **Connection to Homeless Management Information System.** The Safe Parking use shall be managed and operated by a Safe Parking Program Operator that participates in the Santa Clara County Homeless Management Information System.
- (7) **Safe, clean, orderly premises.** The Safe Parking Area and other onsite areas accessed by persons utilizing Safe Parking shall be maintained in a safe, clean and orderly condition and manner.
- (8) **No leakage of contaminants.** Black/grey water from vehicles shall be properly disposed offsite in accordance with all relevant laws and regulations. Vehicles that leak domestic sewage (including black/gray water) or other waste fluids or solids, or other fluids (including, but not limited to, gasoline, transmission or radiator fluid or engine oil), excluding potable water, are prohibited.
- (9) **Compliance with laws.** The Safe Parking use shall be operated in a manner that is fully in conformance with all State and local laws.