

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

This Revenue Agreement (the “Agreement”) is entered into by and between the County of Santa Clara (the “County”) and the City of Santa Clara (the “City”), in order to provide funding for and establish roles, rights and responsibilities related to preventing and ending homelessness in the City of Santa Clara. 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, temporary housing services, and outreach services;
- E. WHEREAS, the City seeks to prioritize permanent supportive housing for chronically homeless individuals who are significantly impacting the City’s neighborhoods and departments;
- F. WHEREAS, the City seeks to provide individuals and families who are at imminent risk of becoming homeless with financial assistance in order to prevent homelessness;
- 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; and

H. WHEREAS, the County and City entered into a prior agreement on July 1, 2020 for these programs and it was extended through June 30, 2022, is no longer in effect. The Parties wish to continue their relationship by entering into this Agreement.

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 July 1, 2022 and will continue thereafter until June 30, 2024 unless extended by mutual consent or terminated as provided below in Sections 4) and 14).

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's shall designate a Program Manager to:

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

(2) Participate in the process of selecting services providers for the Programs, if applicable;

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

(4) Actively assist in the development and improvement of the Programs to ensure that the Programs meet their goals; and,

(5) Review and process all invoices from the County.

ii) They City shall reimburse the County for all expenses associated with this Agreement as follows:

Time Period	Total Maximum Financial Obligation
7/1/22 – 6/30/23	\$175,000
7/1/23 – 6/30/24	\$175,000
TOTAL	\$350,000

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 coordinating meetings with appropriate stakeholders to ensure the Programs’ success.

(5) Review and submit all invoices from the County.

ii) The County shall provide or subcontract Programs’ services. To the maximum extent practicable, the County shall leverage other resources to offset, expand, improve, or expand the Programs’ services. The County shall select subcontractors through a competitive procurement process unless the Board of Supervisors (“Board”) approves an exception to competitive procurement consistent with County Board Policy.

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, which, to the greatest extent possible, shall be consistent with the Santa Clara County Continuum of Care’s System Performance Measures; and,

ii) Identify means and resources that would enable the Programs to more effectively use City and County fund and improve 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 for the Programs is contingent on annual appropriations that are approved by the City Council and the County Board of Supervisors.

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

Consuelo Hernandez, Director
Office of Supportive Housing
150 W. Tasman, 2nd Floor
San Jose, CA, 95134

CITY OF SANTA CLARA

Andrew Crabtree
Director of Community Development
1500 Warburton Avenue
Santa Clara, CA 95050

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) 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.

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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

CITY OF SANTA CLARA

Dr. Jeffrey V. Smith, M.D., J.D.
County Executive Officer
Date: _____

Rajeev Batra, City Manager
Date: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

Aaron Coskey Voit
Deputy County Counsel
Date: _____

Office of the City Attorney
Date: _____

**EXHIBIT A:
PROGRAM SPECIFICS**

This Exhibit describes the Programs that will be implemented under this Agreement.

A. Permanent Supportive Housing (PSH)

1. Program Description

PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability.

2. Target Population

The Program shall serve chronically homeless households who are current or former residents of the City or who work or go to school in the City. The County will assess households who are considered to be most vulnerable to incidences of personal and public safety by the City of Santa Clara’s Community Response Team. Households shall be referred through the Santa Clara County Continuum of Care Coordinated Assessment System.

3. Number of Households

The County or its contractors shall serve 20 households at a given point in time.

4. Program Funding Amount

The City shall reimburse the County for expenses associated with the PSH Program including Intensive Case Manager (ICM) salary and benefits, program operation costs and client flex funds (to include essential items such as food, identification, transportation, etc.). The budget for the program is as follows:

Time Period	Maximum Financial Obligation for PSH
7/1/22 – 6/30/23	\$125,000
7/1/23 – 6/30/24	\$125,000
TOTAL	\$250,000

5. Program Requirements

- a) The program provides intensive case management services to the chronically homeless in the City of Santa Clara through the Care Coordination Project (CCP).

- b) The County will subcontract with a qualified 501(c)(3) organization to provide one Intensive Case Manager. The ICM will work with the 20 households to assist in securing and maintaining housing.

B. Homelessness Prevention (HP)

1. Program Description

HP programs provide temporary financial assistance (e.g. rent, deposit, or utilities payment) and service connections to low-income families or individuals who are at imminent risk of homelessness.

2. Target Population

The Program shall serve households with incomes 80% of Area Median Income or lower who are at imminent risk of homelessness and who are current or former residents of the City or who work or go to school in the City.

3. Number of Households

The County or its contractors shall serve 20 households.

4. Program Funding Amount

The City shall reimburse the County for expenses associated with the Homeless Prevention Program, the budget for the program is as follows:

Time Period	Maximum Financial Obligation for HP
7/1/22 – 6/30/23	\$50,000
7/1/23 – 6/30/24	\$50,000
TOTAL	\$100,000

5. Program Requirements

- a) Eligible households are individuals or families that:
 - (i) Are at imminent risk of becoming homeless and have income at or below 80% of Area Median Income; and
 - (ii) Have sufficient household income to maintain housing after receiving financial assistance; and
 - (iii) Have a qualifying Homeless Prevention Assessment Tool (HPAT) score.