

AGREEMENT FOR THE FUNDING AND OPERATION OF THE SANTA CLARA FAMILY COMMUNITY INTERIM HOUSING PROJECT

This agreement for the funding and operation of the Santa Clara Family Community Interim Housing Project (“Agreement”) is entered into effective as of _____, 2026 (“Effective Date”) by and between the County of Santa Clara, a political subdivision of the State of California (the “County”) and the City of Santa Clara, a California chartered municipal corporation (the “City”); each a “Party,” and sometimes collectively referred to as the “Parties” hereunder), with reference to the following facts:

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; and
- B. WHEREAS, the Parties 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; and
- C. WHEREAS, in its role as the lead agency for the Santa Clara County Continuum of 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; and
- 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; and
- E. WHEREAS, in July 2021, the City Council asked City staff to find a site that could be used to develop a new emergency interim housing facility by leveraging the State of California’s Homekey Program—a direction that was reinforced by the finding of an increase of 35% in homelessness in the City of Santa Clara from 2019 to 2022 according to the Santa Clara County Homeless Census and Survey and the finding that there are not enough interim housing options in Santa Clara by the City of Santa Clara’s Homelessness Task Force; and
- F. WHEREAS, the County had identified County-owned property located at Benton Street and Lawrence Expressway, which was no longer needed for its original purpose and suitable for the construction of new interim housing and LifeMoves began to explore the development of interim housing on that site for single adults; and

- G. WHEREAS, through feedback and information obtained through an extensive community engagement process organized by the City, the County, and LifeMoves, the proposal for the site was modified to the development of interim housing for families with children instead of single adults; and
- H. WHEREAS, on May 2, 2023, the Santa Clara City Council voted to support the County's and LifeMoves (as co-sponsors) application to the California Department of Housing and Community Development's Homekey Program and to support the project through the City's financial contribution towards operation of the project, which is now known as the Santa Clara Family Community ("Project") more particularly described below and in **Exhibit A** attached hereto, to be located at Lawrence Expressway and Benton Street at the address commonly known as 3590 Benton Street, Santa Clara, California (APN: 290-22-154) (the "Property"); and
- I. WHEREAS, the County and LifeMoves were awarded \$25,740,000 in Homekey funds towards development and \$3,240,000 in Homekey Operating Subsidy for the Project; additionally, the County secured a \$1,000,000 California State Budget Appropriation and \$10,000,000 in funds from private philanthropy and LifeMoves towards development of the Project, and the County is contributing \$6,793,771 in County Funds towards development and operation of the Project; and
- J. WHEREAS, the Project will be comprised of 30 family units with a capacity to house approximately 90-120 people, will be operated as an interim housing facility serving families with children under age 18 experiencing homelessness or at risk of homelessness, prioritizing current City of Santa Clara residents, with on-site services and staffing, and design features and operational plans to maximize security of residents and the surrounding neighborhood, all as more particularly described in this Agreement; and
- K. WHEREAS, the Project will cost an estimated \$65,000,000 to operate over the first 15 years; and
- L. WHEREAS, in furtherance of the Parties' mutual interests in addressing homelessness within the City, the City has authorized the allocation of up to \$6,592,139 ("City Contribution") to support seven (7) years of operations of the Project, conditioned on City approval of agreements setting forth the terms and conditions of its support and Project operations; and
- M. WHEREAS, a portion of the City Contribution for the operations of the Project will come from a portion of the City's Permanent Local Housing Allocation Entitlement Funds ("PLHA Funds"), as set forth in the Second Amendment to the Permanent Local Housing Allocation Consortium Agreement Between the County of Santa Clara and the City of Santa Clara; and

- N. WHEREAS, the Project must be developed and operated according to Homekey grant terms and conditions, including but not limited to: use restriction for interim housing for a minimum of 30 years, employment of Housing First in its property management and tenant and participation selection practices such that Homekey Projects must accept tenants and participants regardless of sobriety, participation in services or treatment, history of incarceration, or credit or eviction history, and use of Coordinated Entry and Homeless Management Information Systems, with certain exceptions, all as more particularly set forth under the terms of this Agreement; and
- O. WHEREAS, the County desires to design, build, and operate an effective family interim housing facility that is focused on successfully connecting families to permanent housing and the City desires to provide financial support for the interim housing facility's operations through the City Contribution according to the terms and conditions set forth in this Agreement; and
- P. WHEREAS, the Parties have negotiated terms for the City's provision of the City Contribution to the Project and desire to set forth those terms in this Agreement, including the Project Description and Project Programs set forth in Exhibits A and B attached hereto.

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

AGREEMENT

1) TERM

The term of this Agreement shall commence on the Effective Date and will terminate one year after the payment of the seventh annual installment of the City Contribution unless extended by mutual consent or terminated as provided below in Section 5 (**TERMINATION AND REMEDIES**).

2) PROJECT DEFINITIONS AND ROLES AND RESPONSIBILITIES

a) The Parties have agreed to the general description for the design and operations of the Project which are attached hereto and incorporated herewith as **Exhibit A** ("Project Description") and **Exhibit B** ("Project Programs"). The Parties shall work together in good faith to jointly develop more detailed programs and policies, as contemplated in the Project Programs and as otherwise necessary to implement the Project.

b) City's Responsibilities

i) The City Manager shall designate a City employee to serve as the Project's program manager ("Program Manager"). The Program Manager shall:

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

- (2) Participate in management meetings for the Project Programs, which will be held as needed; and,
 - (3) Actively assist in the development and improvement of the Project Programs to ensure that the Project Programs meet the City's goals.
- ii) Subject to the conditions set forth in this Agreement, during the Term the City shall contribute to the Project a total maximum amount of six million five hundred ninety-two thousand one hundred thirty-nine dollars (\$6,592,139) (the "City Contribution") through seven annual installment payments in the amount of nine hundred forty-one thousand seven hundred thirty-four dollars and fourteen cents (\$941,734.14) each to offset a portion of the operating expenses that were included in the budget submitted to HCD for the Homekey application. The City will approve the disbursement of the first installment of the of the City Contribution on or after the date of issuance of the Project's Certificate of Occupancy. The City Contribution is comprised of (A) \$1,467,770 in Permanent Local Housing Allocation funds ("PLHA Funds") which are currently being held and administered by the County pursuant to that certain Second Amended Permanent Local Housing Allocation Consortium Agreement between the County and the City dated as of February 13, 2025, and (B) \$5,124,369 from the City's Affordable Housing Funds ("City Local Funds"). Each installment payment shall be made first using available PLHA Funds and remainder of the installments, if any, will be paid using City Local Funds.
 - iii) City's funding obligations and amounts each year under this Agreement are, in part, contingent upon the County demonstrating to the City's reasonable satisfaction the availability of adequate funds to operate the Project consistent with Homekey Program requirements, the Santa Clara County Continuum of Care Quality Assurance Standards for family shelters, as may be amended from time to time, which can be located at <https://osh.santaclaracounty.gov/continuum-care/service-provider-partners-training-and-resources> and are incorporated by this reference ("CoC Quality Assurance Standards"), and Project Programs (**Exhibit B**).
- c) Process for Disbursement of Installment Payments
- i) Prior to the use by the County of any of the PLHA Funds to the Project, the County shall submit to City advance notification of its intent to disburse PLHA funds to the Project. The County's notification shall include information reasonably necessary for the City to confirm the satisfaction of the contingency set forth in subsection 2(b)(iii) above. The County may disburse funds upon the City's confirmation that the information provided is to its satisfaction. Notwithstanding this provision 2(c)(i), the City will not unreasonably prevent the County from meeting the deadlines and other program requirements required by the State for PLHA funds, including but not limited

to expenditure and reporting deadlines. The County's maintenance and expenditure of the PLHA funds shall be in accordance with the PLHA Program Grant Agreement between the State of California (approved Oct. 5, 2020).

- ii) Prior to the disbursement by the City of any City Local Funds to the County, the County shall submit to City a request for disbursement of funds ("Request for Disbursement") which shall include information reasonably necessary for the City to confirm the satisfaction of the contingency set forth in subsection 2(b)(iii) above.
- iii) The City Manager shall issue written approval for the drawdown of the funds within fifteen (15) days after receipt of a Request for Disbursement.
- iv) The County may submit its first Request for Disbursement any time after issuance of the Certificate of Occupancy for the Project. The County may only submit a Request for Disbursement one time in any twelve-month period.

d) County's Responsibilities

- i) The County shall designate one or more Program Managers to:
 - (1) Serve as the City's liaison to County departments and Board of Supervisors;
 - (2) Plan and lead management and coordination meetings, which will be held as needed;
 - (3) Lead in development, management, and refinement of the Project Programs to ensure that the Project Programs meets their goals;
 - (4) Lead coordination meetings with appropriate stakeholders to ensure the Project Programs' success;
- ii) The County shall make a good faith effort to obtain additional Project funding from sources that do not conflict with Homekey requirements or the Project Programs (**Exhibit B**).
- iii) The County shall use all reasonable efforts to make sure the Project is developed and operated in accordance with all applicable Project grant and legal requirements, including use restrictions and covenants, and in a manner consistent with the Project Description attached as Exhibit A and Project Programs attached at **Exhibit B**.
- iv) The County shall provide and/or subcontract with LifeMoves or other qualified contractors ("Qualified Contractors") for the provision of, any and all services

necessary to implement the Project Program as further described in **Exhibit B**. The contracts with Qualified Contractors shall include the County's standard insurance requirements for service providers, which are attached hereto as **Exhibit C**. Before the first payment of the City Contribution, County will cause the agreement between the County and Qualified Contractors to include a provision whereby the Qualified Contractors add the City as additional insureds on its insurance policies related to operations of the Project, and agree to indemnify the City for third-party claims arising out of Qualified Contractor's operations of the project in a form at least as protective as those terms set forth on **Exhibit C** (County's Indemnity and Insurance). This obligation is a material obligation of this Agreement and shall endure until this Agreement terminates. County shall provide the City with a copy of the agreement with the Qualified Contractors once fully executed, and City may withhold payment of City Contributions until receipt of agreement(s) and confirmation that the agreement(s) include the indemnity language and insurance obligations required by this Section.

- v) The County or its contractors shall implement referral criteria and procedures consistent with the Santa Clara County Continuum of Care's Coordinated Assessment System and Homekey requirements.
- e) The Parties shall work collaboratively to:
 - i) Establish the Project Programs' success and outcome measures consistent with the Santa Clara County Continuum of Care's System Performance Measures and City Grant Requirements;
 - ii) Identify resources that would enable the Project Programs to more effectively use City and County funds and improve Project Programs; incorporating lessons learned from similar Project Programs; and
 - iii) Meet regularly to discuss the performance and progress of the Project Programs. When appropriate, the Parties shall jointly develop corrective actions to be implemented by the Project Programs' contractors.
 - iv) Jointly monitor the Project Programs' expenses and outcomes.

3) AGREEMENT REGARDING PROJECT TARGET POPULATION AND OVERSIGHT

- a) Consistent with the terms of this Agreement and the Homekey Standard Agreement, the County will require that the Project exclusively serve homeless families as defined in **Exhibit B**, Section 3, so long as such a restriction does not render available shelter beds at the Project to go vacant or prevent the County or Qualified Contractors from complying with the occupancy requirements of the Homekey Standard Agreement with the State of California.

While the Project serves homeless families with minor children, County shall include in its agreement with the Qualified Contractors to require the Qualified Contractors to conduct the Sex Offender Registry Verification process described in **Exhibit B**, Section 3.

- b) Consistent with the terms of this Agreement and the Homekey Standard Agreement, the County will require that the Project will prioritize local families in accordance with the Local Preference provisions of Section 3 of **Exhibit B**.
- c) In the event that the demographics of the local unhoused population and/or the households on the shelter waiting list change to such an extent that there is a significant and foreseeable risk the Project will be non-compliant with the occupancy requirements of the Homekey Standard Agreement with the State of California, it is agreed that the City and the County will meet in good faith to determine a mutually agreeable solution to maintain occupancy of shelter beds, consistent with Homekey restrictions on the Project.
- d) It is understood that the Parties' interests are best served when the Project is operated in a safe, effective, and humane manner. The County shall require LifeMoves (or other Qualified Contractor in control of the Project) to afford reasonable access to the City to monitoring reports and related non-confidential or privileged records, and site visits. The County will work in good faith and collaborate with the City to respond to and address any issues or concerns raised regarding operation of the Project.
- e) It is expressly agreed that the obligations and commitments in this Section 3, Agreement Regarding Project Target Population and Oversight, shall endure for a period of 30 years and shall survive expiration or termination of this Agreement.

4) 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 obligations, 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.

5) DEFAULTS, REMEDIES, AND TERMINATION

a) Defaults – General

- i) Failure by either Party (“Defaulting Party”) to perform a material obligation of this Agreement constitutes a default under this Agreement. Upon receiving written notice of default (“Notice of Default”) from the Non-Defaulting Party in the manner set forth in Section 12 (Notices) of this Agreement, the Defaulting Party must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.
 - ii) Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
 - iii) If the default is reasonably capable of being cured within thirty (30) days of issuance of Notice of Default, the Defaulting Party shall have such period to effect a cure prior to exercise of remedies by the Non-Defaulting Party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the Defaulting Party (1) initiates corrective action within said period, and (2) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Defaulting Party shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the Non-Defaulting Party. In no event shall the Non-Defaulting party be precluded from exercising its legal and equitable remedies for breach of contract if its rights become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after issuance of the Notice of Default.
- b) **Termination.** City may terminate this Agreement with or without cause upon providing thirty (30) days’ prior written notice to the addresses set forth in Section 12 (Notices), below; provided, however, in the event the City elects to terminate this Agreement without cause prior to full expenditure of the City Contribution, the provisions of Section 3 above shall not survive termination of this Agreement. After PLHA funds are expended, the County may terminate this Agreement with or without cause upon providing thirty (30) days’ prior written notice to the address set forth in Section 12 (Notices), below, provided

that the County will reimburse the City a pro-rata portion of the City Contribution paid for that operational year.

c) Acceptance of Service of Process.

i) In the event that any legal action is commenced by the County against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

ii) In the event that any legal action is commenced by the City against the County, service of process on the County shall be made by personal service upon the County Clerk of the Board, or in such manner as may be provided by law.

d) Rights and Remedies Are Cumulative. The rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6) AUTHORITY

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

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.

8) 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 and the Project. 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.

9) ENTIRE AGREEMENT

This Agreement and its Appendices and Exhibits (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.

10) MODIFICATION

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

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

KJ Kaminski, Director
Office of Supportive Housing
150 West Tasman Drive
San José, CA, 95134

CITY OF SANTA CLARA

Jōvan Grogan, City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
With a Copy To: City Attorney

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) ASSIGNMENT

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

18) COMPLIANCE WITH LABOR LAWS

County shall comply with, and its subcontracts for operation or services at the site shall require compliance with, all applicable Federal, State, and local wage and hour laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage, prevailing wage, or living wage Laws.

Upon the written request of the City, County shall provide written evidence of compliance with this Section 18 (**COMPLIANCE WITH LABOR LAWS**).

19) INSPECTION OF BOOKS AND RECORDS

County shall maintain complete, accurate, and current records pertaining to the Project and the Project Program for a period of five (5) years after the creation of such records, and shall permit any duly authorized representative of the City to inspect and copy records, during regular business hours upon reasonable advance notice. County shall require Qualified Contractors to do the same. Records must be kept accurate and current.

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.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into effective as of the Effective Date.

COUNTY OF SANTA CLARA

CITY OF SANTA CLARA

James R. Williams
County Executive

Jōvan Grogan
City Manager

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM

Stefanie Wilson
Deputy County Counsel

Glen R. Googins
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

The proposed project (“Project”) will be located on the Property and will provide interim housing with thirty (30) housing units containing at least 90 bedrooms, along with support service spaces for unhoused families living in the City and the County.

The Project proposes to construct one three story building, surface parking and ground floor space for providing services. The building will contain the housing units and amenity spaces for families with children, including a welcome area, childcare facility with its own outdoor space for children ages 18 months - 5 years, dining and pantry, warming kitchen, cafeteria, laundry room, therapeutic spaces, utility room, storage room and community room for use by the residents. The outdoor areas of the Project will include a multi-use lawn area, dog park, community garden and rooftop deck for resident use.

EXHIBIT B

PROJECT PROGRAMS

This Exhibit describes the Project Programs that will be implemented under this Agreement, either directly by the County or by the Qualified Contractors. The Parties shall work together in good faith to jointly develop more detailed programs and policies, consistent with the Project Programs outlined in this Exhibit, and as otherwise necessary to implement the Project.

1. General Project Description

Santa Clara Family Community is an 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 will include nightly sleeping accommodations, a dining hall, community room, bike storage, therapy rooms, pet area, en suite bathrooms, kitchenettes, showers, laundry services, mail services, internet access, and other basic need services. Case management services are to be made available 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 increase income, support housing placement, and to facilitate long-term housing retention.

2. Number of Households

The Project shall serve up to 30 families through its 90 bedrooms housing approximately 90-120 people (i.e., single-bedrooms, two-bedrooms, three-bedrooms).

3. Project Operations

The Project will be operated in accordance with the following terms and conditions:

- a) Interim Housing for Families. The Project will be developed and operated as an "interim housing project" for "families." "Interim housing" shall mean housing for currently homeless families including access to on-site and off-site support services designed to prepare the family for and identify permanent residency opportunities at another location. "Families" shall be defined to mean a family unit that includes at least one minor child or a child who is 18 and enrolled in high school.
- b) Local Preference. Households shall be referred from the Santa Clara County Shelter Hotline using the triage tool to assess households that are affiliated with Santa Clara based on responses to the following questions. Priority and preference shall be for households that have children enrolled in the Santa Clara Unified School District or families with children that are affiliated with the City of Santa Clara according to the remaining questions listed below.

- i) In which city do you spend most of your time?
 - ii) Which city did you live in prior to becoming homeless?
 - iii) If you are employed, in which city is your workplace?
 - iv) If you or your children go to school, in which city is the school?
- c) Quarterly Community Meetings. Prior to the issuance of the certificate of occupancy, the County shall organize a community meeting for anyone who wishes to attend. The County shall convene community meetings at least four times per year for the first two years of operation, and the County may delegate these obligations to the Qualified Contractor. If the Project is running smoothly after two years of operation, the County may reduce the community meetings to an annual or as-needed basis with notice to the City. However, City at its sole discretion may require the County to hold additional Community Meetings on an as-needed basis, and the County may delegate this obligation to Qualified Contractors. At least one City staff member shall attend all additional Community Meetings unilaterally requested by the City; if no City staff member will be in attendance, a Community Meeting requested by the City may be cancelled or rescheduled to a time when City staff is available to attend. The purpose of these community meetings is to receive and respond to community feedback on issues or concerns that arise during construction and operations. LifeMoves and the County will jointly coordinate these meetings in consultation with the City.
- d) Sex Offender Registry Verification. Clients referred to the Project will be checked by LifeMoves staff against the public sex offender registry prior to enrollment and if confirmed to be on the registry, those clients will not be allowed to access this facility. However, under no circumstance will this contractual agreement require the County or Qualified Contractors to violate applicable state or federal law.
- e) Compliance with Homekey and Other Legal Requirements. At all times, the Project will be operated in strict conformance with any and all Homekey or other funding source requirements, and any and all applicable federal, state and local laws.

4. Reporting Requirements

The County shall provide quarterly reports that include the following:

- a) Number of unduplicated clients served:
 - i) All clients served.

- ii) Client demographics (age, race, ethnicity, household size, single parent households, etc.)
 - iii) Clients served that are affiliated with the City of Santa Clara as defined by HMIS.
- b) Exit destinations for:
 - i) Number of unduplicated client exits per period by exit categories.
 - ii) Number of unduplicated client exits per period by exit categories for those affiliated with the City.
- c) Average length of time that individuals and families remain in shelter.
- d) Returns to homelessness within 12 months after exiting the program, of individuals and families served, as data becomes available.
- e) Returns to homelessness within 2 years after exiting the program, of individuals and families served, as data becomes available.
- f) A summary expenditure report that outlines costs City funding contributed to. Categories and format to be agreed upon.

EXHIBIT C

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE \$100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- (1) Each occurrence - \$1,000,000
- (2) General aggregate - \$2,000,000
- (3) Products/Completed Operations aggregate - \$2,000,000
- (4) Personal Injury - \$1,000,000

2. General liability coverage shall include:

- (1) Premises and Operations
- (2) Products/Completed
- (3) Personal Injury liability
- (4) Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa

Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- (1) Statutory California Workers' Compensation coverage including broad form all-states coverage.
- (2) Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

7. Cyber liability coverage shall include at a minimum, but not limited to:

- (1) Information Security and Privacy Liability
- (2) Privacy Notification Costs

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.