

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
SOBRATO PHILANTHROPIES**

This is an Agreement by and between the County of Santa Clara, a political subdivision of the State of California, (referred interchangeably as “County” or “Contractor”) and Sobrato Philanthropies, collectively the “Parties,” which are engaged in ending and preventing homelessness in Santa Clara County. The purpose of this Agreement is to specify the roles, responsibilities, and agreements of the Parties as they relate to providing interim housing services at the Willow Glen Studios on Pedro Street.

BACKGROUND AND PURPOSE

Whereas, the Parties have endorsed the Community Plan to End Homelessness and acknowledge homelessness in Santa Clara County is at a crisis level;

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, rapid rehousing programs, supportive services, the Santa Clara County Homeless Management Information System (HMIS), and supportive housing quality assurance standards countywide;

Whereas, Sobrato Philanthropies seeks to leverage the County’s resources and expertise to respond to the need for interim housing services, and work towards reducing and ending homelessness in Santa Clara County; and

Now, therefore, Sobrato Philanthropies and the County agree that the County will provide services pursuant to this Agreement and in accordance with the purpose and goals as follows:

AGREEMENT

I. TERM

The term of this Agreement is from the date this Agreement is fully executed to June 30, 2030.

II. ROLES AND RESPONSIBILITIES OF PARTIES

A. County of Santa Clara

1. County or its contractor shall provide services as specified in this Agreement for the period from the date this Agreement is fully executed through June 30, 2030 to the homeless population in Santa Clara County.

2. The County or its contractor shall serve approximately an average of 90 homeless men and women per night by providing access to medical and social services, property management, maintenance, janitorial, security, and supportive services (“Program”).
3. The County shall designate a Program Manager to implement the terms of this Agreement and ensure successful implementation of the Agreement.
4. The County shall install a plaque at the site of the Program to recognize Sobrato Philanthropies for funding the program.
5. The County shall reference “Willow Glen Studios on Pedro Street by the County of Santa Clara and Sobrato Philanthropies” in building signage and on any Program-related print materials.

B. Sobrato Philanthropies

1. Sobrato Philanthropies shall make an annual payment of \$400,000 to the County. For FY21, payment shall be made within a month of the execution of the Agreement; for FY22-FY30, payments shall be made by July 1 of each year.
2. Sobrato Philanthropies shall designate a Program Manager to implement the terms of this Agreement and ensure successful implementation of the Agreement.

III. PAYMENT

A. Financial Obligation

1. The Financial Obligation (FO) for Sobrato Philanthropies for successful services rendered shall be in the amount indicated in the table below:

Time Period	FO
Agreement Execution Date – June 30, 2021	\$400,000
July 1, 2021 – June 30, 2022	\$400,000
July 1, 2022 – June 30, 2023	\$400,000
July 1, 2023 – June 30, 2024	\$400,000
July 1, 2024 – June 30, 2025	\$400,000
July 1, 2025 – June 30, 2026	\$400,000
July 1, 2026 – June 30, 2027	\$400,000
July 1, 2027 – June 30, 2028	\$400,000
July 1, 2028 – June 30, 2029	\$400,000
July 1, 2029 – June 30, 2030	\$400,000
TOTAL	\$4,000,000

IV. 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 XV below. The notice shall state the effective date of the termination.

Either Party may terminate this Agreement at any time for cause, upon providing a thirty-day (30) notice to the other Party at the addresses set forth in Section XV below. The notice shall state the effective date of the termination.

V. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Sobrato Philanthropies’ proprietary information is contained in documents or information submitted to County, and Sobrato Philanthropies claims that such information falls within one or more CPRA exemptions, Sobrato Philanthropies 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 Sobrato Philanthropies prior to such disclosure. If Sobrato Philanthropies 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 Sobrato Philanthropies fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Sobrato Philanthropies 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 Sobrato Philanthropies.

VI. ASSIGNMENT

The expertise and experience of the County is a material consideration for this Agreement. The County shall not assign or transfer the performance of this Agreement to another entity without the prior written consent of Sobrato Philanthropies. Any attempt by the County to assign its performance of its duties or obligations arising under this Agreement, and any attempt by Sobrato Philanthropies to assign the performance of its duties or obligations arising under this Agreement shall be deemed void.

VII. ASSURANCE

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

VIII. 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 Sobrato Philanthropies and the County.

IX. CONFIDENTIALITY

The Parties agree that by virtue of entering into this Agreement they each will 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.

X. ENTIRE AGREEMENT

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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
Acting Director
Office of Supportive Housing
County of Santa Clara
2310 N. 1st Street, Ste 201
San Jose, CA 95131

SOBRATO PHILANTHROPIES

John A. Sobrato
Chairman
599 Castro Street, Suite 400
Mountain View, CA 94041

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

XV. AMENDMENTS

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

XVI. CONFLICT OF INTEREST

Sobrato Philanthropies shall 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. THIRD PARTY BENEFICIARIES

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

XXI. NON-DISCRIMINATION

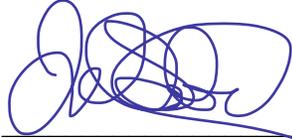
Each Party shall comply with all applicable Federal, State, and local laws and regulations, including the County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act of 1973 (Government Code sections 12900 et seq.); and California Labor Code Sections 1101 and 1102. Each Party shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall a Party discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

XXII. 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 THEREOF, the Parties have executed this AGREEMENT as set forth below.

Sobrato Philanthropies



9/17/20

John A. Sobrato
Chairman

Date

County of Santa Clara

DocuSigned by:



9/21/2020

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

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:



9/18/2020

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Tony LoPresti Date
Assistant County Counsel