



MEETING DATE: 6/6/05  
ITEM NO. 9

## COUNCIL AGENDA REPORT

DATE: May 26, 2005

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

A handwritten signature in black ink, appearing to read "Debra J. Figone", written over the name in the "FROM" field.

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SANTA CLARA, "JOINT EXERCISE OF POWERS AGREEMENT AND COOPERATION AGREEMENT TO UNDERTAKE OR TO ASSIST IN THE UNDERTAKING OF ESSENTIAL ACTIVITIES PURSUANT TO TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, FOR THE PERIOD OF OCTOBER 1, 2005 TO SEPTEMBER 30, 2008"

### RECOMMENDATION:

Adopt a resolution authorizing the Town Manager to execute an agreement with the County of Santa Clara, "Joint Exercise of Powers Agreement and Cooperation Agreement to Undertake or to Assist in the Undertaking of Essential Activities Pursuant to Title I of the Housing and Community Development Act of 1974, as Amended, for the Period of October 1, 2005 to September 30, 2008."

### BACKGROUND:

The Town has participated in the Community Development Block Grant (CDBG) program since 1975, as a part of the "Urban County" group administered by the County of Santa Clara. Through this program, the Town is provided CDBG funds for activities which benefit primarily low-income households. Projects funded by these grant monies include affordable housing developments, the Housing Conservation program, Americans with Disabilities Act (ADA) accessibility improvements, and human service programs through local nonprofit agencies.

### DISCUSSION:

In order for the Town to continue to participate in the program for the next three-year cycle, it must enter into a new Joint Powers Agreement (JPA) with the County of Santa Clara ( Exhibit A to

PREPARED BY: Regina A. Falkner, Director of Community Services  
N:\CSD\TCRPTS\2005 TCRPTS\cdbjpa05-08.doc

Reviewed by: RSJ Assistant Town Manager OK Town Attorney \_\_\_\_\_ Clerk Administrator  
SC Finance \_\_\_\_\_ Community Development Revised: 6/2/05 11:17 am

PAGE 2

MAYOR AND TOWN COUNCIL

SUBJECT: "JOINT EXERCISE OF POWERS AGREEMENT AND COOPERATION AGREEMENT TO UNDERTAKE OR TO ASSIST IN THE UNDERTAKING OF ESSENTIAL ACTIVITIES PURSUANT TO TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, FOR THE PERIOD OF OCTOBER 1, 2005 TO SEPTEMBER 30, 2008"

*May 26, 2005*

Attachment 1). The current JPA expires on September 30, 2005. The language of the proposed JPA includes non-substantive format changes to clarify wording or move a section to a more appropriate heading. It also includes one substantive change, reflecting the merge of the Citizens Advisory and Council Committees into one new committee, the Housing and Community Development Advisory Committee. This merge was made during the 2004/05 year.

Please note that the JPA does not specify annual funding amounts; this is addressed in the annual "Community Development Block Grant City/County Contract."

ENVIRONMENTAL ASSESSMENT:

The recommended action is not a project defined under CEQA, and no further action is required.

FISCAL IMPACT:

Staff costs for administering the CDBG program are included in the operating budget for Special Revenue Fund 219, "Community Development Block Grant." No additional fiscal impact will result from the recommended action.

Attachments:

1. Draft Resolution of the Town Council of the Town of Los Gatos authorizing the Town Manager to execute an agreement with the County of Santa Clara, "Joint Exercise of Powers Agreement and Cooperation Agreement to Undertake or to Assist in the Undertaking of Essential Activities Pursuant to Title I of the Housing and Community Development Act of 1974, as Amended, for the Period of October 1, 2005 to September 30, 2008" (Exhibit A)

Distribution:

Marjorie Matthews, Director, County of Santa Clara Office of Affordable Housing, 1735 North First Street, Suite 265, San Jose, CA 95112

**RESOLUTION****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT  
WITH THE COUNTY OF SANTA CLARA,**

**“JOINT EXERCISE OF POWERS AGREEMENT AND COOPERATION  
AGREEMENT TO UNDERTAKE OR TO ASSIST IN THE UNDERTAKING OF  
ESSENTIAL ACTIVITIES PURSUANT TO TITLE I OF THE HOUSING AND  
COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, FOR THE  
PERIOD OF OCTOBER 1, 2005 TO SEPTEMBER 30, 2008”**

**WHEREAS**, Congress has enacted the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, Title I of the Act provides for a program of Community Development Block Grants; and

**WHEREAS**, Title I of the Act makes entitlement grants available to cities with a population of 50,000 or more persons and to counties that qualify as an urban county; and

**WHEREAS**, the Town of Los Gatos is not eligible to apply directly for entitlement funds under the Act but may, by entering into a cooperation agreement with the County of Santa Clara, qualify the County of Santa Clara as an urban county applicant and may thereby receive such funds; and

**WHEREAS**, the parties hereto wish to enter into an agreement to enable the County of Santa Clara to apply for and receive entitlement funds as an urban county and to establish the respective rights and obligations of the contracting parties to such funds;

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
DOES HEREBY RESOLVE** that the Town Council does hereby authorize the Town Manager to execute an agreement with the County of Santa Clara, “Joint Exercise of Powers Agreement and Cooperation Agreement to Undertake or to Assist in the Undertaking of Essential Activities Pursuant to Title I of the Housing and Community Development Act of 1974, as Amended, for the Period of October 1, 2005 to September 30, 2008” (attached as Exhibit A).

**PASSED AND ADOPTED** at a \_\_\_\_\_ meeting of the Town Council of the Town of Los Gatos, California, held on the \_\_\_\_\_ day of June, 2005 by the following vote:

**COUNCIL MEMBERS:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**SIGNED:**

**MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA**

**ATTEST:**

**CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA**

N:\CSD\TCRPTS\Resolutions\cdbgjpa05-08.wpd

**JOINT EXERCISE OF POWERS AGREEMENT AND  
COOPERATION AGREEMENT TO UNDERTAKE  
OR TO ASSIST IN THE UNDERTAKING OF  
ESSENTIAL ACTIVITIES PURSUANT TO  
TITLE I OF THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974, AS AMENDED,  
FOR THE PERIOD OF OCTOBER 1, 2005 TO SEPTEMBER 30, 2008**

This Agreement ("Agreement") is entered into by and between the County of Santa Clara ("County") and TOWN OF LOS GATOS ("City") relating to essential community development and housing assistance activities funded by the Federal government.

**RECITALS**

- a. That Congress has enacted the Housing and Community Development Act of 1974, as amended;
- b. That Title I of the Act provides for a program of Community Development Block Grants;
- c. That Title I of the Act makes entitlement grants available to cities with a population of 50,000 or more persons and to counties that qualify as an Urban County;
- d. That City is not eligible to apply directly for entitlement grants under the Act but may, by entering into a cooperation agreement with County, qualify County as an Urban County applicant and may thereby receive such funds;
- e. That the parties hereto wish to enter into this Agreement to enable the County of Santa Clara to apply for and receive entitlement funds as an Urban County and to establish the respective rights and obligations of the contracting parties to such funds.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Authorities.**

This Agreement is made pursuant to Section 6500 et. seq. of the California Government Code and constitutes an exercise of powers common to both City and County, each being empowered to carry out the purposes of the grant in their own jurisdictions.

This Agreement is further made pursuant to the Housing and Community Development Act of 1974, as amended.

All provisions contained in this Agreement that refer to the Housing and Community Development Act of 1974, as amended, which provides for the distribution of CDBG funds, shall also refer to the HOME Program under Title II (the Home Investment Partnerships Act) of the National Affordable Housing Act of 1990, as amended.

## **2. Definitions.**

For purposes of simplicity and clearer understanding, some of the definitions below have been shortened or rephrased from those set forth in the Act and Regulations thereunder. In the event of any conflict between the definitions in this Agreement and those set forth in the Act and Regulations, the latter shall govern.

- a. "Act": Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended.
- b. "Applicant": the County of Santa Clara applying as an Urban County.
- c. "Regulations": the rules and regulations of the U.S. Department of Housing and Urban Development; particular reference is made to those regulations stated in 24 Code of Federal Regulations Part 570 (containing the general regulations of Community Development Block Grants) and Part 58 (containing the regulations on the Federal Environmental Review Procedures).
- d. "County": the County of Santa Clara through action by its Board of Supervisors.
- e. "Board of Supervisors": the County's legislative body which is the legal recipient of the Community Development Block Grant from HUD and is legally responsible for the administration of the Urban County HCD Program.
- f. "City": is the city or town that is a party to this Agreement; such city or town may be referred to as a "Non-Entitlement City," that is, a city which cannot directly apply for or receive funds through cooperation agreements with the HUD.
- g. "Urban County": a county that is (1) in a metropolitan area;

(2) authorized by state law to undertake essential community development and housing assistance activities within its unincorporated areas, and (3) has a population of 200,000 or more within its unincorporated areas and units of general local government (cities) within the county with which it entered into cooperation agreements to undertake or to assist in the undertaking of eligible activities.

- h. "Urban County Staff": HCD staff persons of the County and cities participating in the Urban County HCD Program.
- i. "Application": the application for a grant to be submitted by the County, as an Urban County, for entitlement funds under Title I of the Act.
- j. "HUD": the United States Department of Housing and Urban Development.
- k. "HCD": Housing and Community Development, the Urban County's program to address housing and community development needs of lower income persons in the County of Santa Clara.
- l. "CDBG": Community Development Block Grant, a federal program administered by HUD which provides funding to eligible entitlement Cities and Urban Counties to address housing and community development needs of lower income persons.
- m. "Grant": the CDBG funds allocated by HUD to the County of Santa Clara as the legal recipient of the Community Development Block Grant for the Urban County.
- n. "HOME": the HOME Investment Partnership Program, a federal program administered by HUD to assist in addressing the affordable housing needs of lower income persons in Santa Clara County through such means as new housing development and construction; acquisition and rehabilitation of existing housing units; and provision of emergency rent subsidies.
- o. "HCD Advisory Committee": an advisory committee established by the Board of Supervisors of the County to advise the Board of Supervisors on CDBG and HOME funding activities. Its role is to recommend policies to the Board of Supervisors on the planning, monitoring, and evaluation of the CDBG and HOME-funded projects of the HCD Program and the development of a comprehensive coordinated housing and community

development plan, as well as recommend awarding loans and grants to agencies and non-profit organizations.

- p. "Public Participation Plan": the plan adopted by the Board of Supervisors of the County which outlines the opportunities and process for citizen input on matters pertaining to planning, monitoring, and evaluation of the Urban County HCD projects.
- q. "Project Proposals": requests for an allocation of CDBG or HOME funds submitted by eligible applicants to implement specific eligible CDBG or HOME activities, as defined by HUD.
- r. "Consolidated Plan": describes the housing conditions and goals to address the housing needs of lower income persons, and identifies specific housing actions to be taken by the Urban County to address its housing needs. The Consolidated Plan also serves as a guide for HUD in the distribution of assisted housing resources to communities.
- s. "OAH": Office of Affordable Housing, the office established by the County of Santa Clara Board of Supervisors to operate the County's housing programs and to assist in the development of affordable housing for low and lower income residents of Santa Clara County.

### **3. Purpose of Agreement.**

This Agreement is formed to meet the requirements and purposes of the Act and Regulations with respect to the application for an entitlement grant pursuant to Title I of the Act and to establish the respective rights of the parties to such grant.

The purpose of this Agreement shall be accomplished in the manner hereinafter set forth.

### **4. Cooperation Agreement.**

- a. The parties hereto agree to cooperate in undertaking, or assist in the undertaking of essential activities as defined in the Act and Regulations thereunder for the term of this Agreement. More specifically, the parties hereto agree to cooperate in undertaking, or to assist in the undertaking, community renewal and lower income housing assistance activities.
- b. City and County will take all actions within their power to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974,



as amended, including provisions of Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws and requirements of the application and grant.

- c. City and County agree, pursuant to 24 CFR 570.501(b) that cities are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503. City understands and agrees that should it fail to comply with such requirements or with the terms of this Agreement, that funds which may be allocated to City during the effective dates of this Agreement may be terminated, or reduced or otherwise limited in accordance with the Act and Regulations.
- d. All units of general local government participating in this Agreement understand and agree that they may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the Urban County's CDBG Program.
- e. All units of general local government (i.e. Cities and the County) participating in this Agreement understand and agree that they may not participate in a HOME program except through the Urban County.
- f. The County will submit to the City the Joint Exercise of Powers Agreement and Cooperation Agreement to be signed by the City if it chooses to participate in the Urban County Program. If a City decides not to participate in the Urban County program by not signing a Joint Exercise of Powers Agreement and Cooperation Agreement, it may not be eligible to receive Urban County entitlement CDBG funding for three successive program years commencing on October 1, 2005 and ending September 30, 2008.
- g. Upon qualifying, the County will remain an Urban County (including its unincorporated areas and the included units of general local government) for a period of three years. That is, during the three year qualification period no included units of general local government can be removed from the Urban County, nor can any additional units of general local government generally be included in the Urban County during that period. To assure that included units of general local government remain an effective part of the Urban County for the entire three year qualification period, this cooperation Agreement between the Urban County and its

included units of general local government covers three successive program years.

- h. All units of general local government participating in this Agreement understand and agree that this Agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and in any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and participating units of general local government may not terminate or withdraw from this Agreement while this Agreement remains in effect.
- i. All units of general local government participating in this Agreement have adopted and are enforcing a policy prohibiting the use of excessive force by law enforcement agencies within their own jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- j. All units of general local government participating in this Agreement have adopted and are enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

##### **5. Administration of Agreement.**

- a. The officers and agents of both parties will cooperate in furnishing information and assistance necessary for the preparation, completion and filing of the County's application with HUD in accordance with the requirements of the Act and the Regulations. In accordance with such cooperation, the City shall annually furnish the County with the City's local plan and process for citizen participation in the development of the City's project proposals requested to be funded with Urban County CDBG funds. The City's local citizen participation commitments will be incorporated into the official Urban County Public Participation Plan.
- b. The City shall, prior to the final project proposal submission deadline approved by the County, submit project proposal requests for CDBG funding to the County in the format developed by the County. These project proposals will include a description of the project's activities, the Urban County's need the project is addressing, a detailed time schedule for the implementation of the project's activities, and other data items needed in the evaluation of the project proposal. These project proposals must be formally approved by the City council for transmittal to the

County and be developed and reviewed during the local citizen participation process.

- c. The City shall submit to the County all necessary information required for the completion of a Consolidated Plan in the form required by HUD. This information will detail the City's commitments to providing housing assistance to low and very low income persons within the City. The local commitments to housing assistance by the cities will be incorporated into the Urban County's Consolidated Plan, which will be reviewed by HUD to determine the local commitments to address housing needs of low to very low income persons.
- d. The County shall not alter or amend the information furnished to County by cities in compliance with the Act and Regulations and consistent with identified Urban County needs and priorities, the County shall have full authority and necessary control of the preparation and filing of its Application for Federal Assistance to HUD and of other papers and documents in support thereof.

#### **6. Term of Agreement.**

This Agreement shall become effective upon full execution by the governing bodies of County and of City and it shall remain in full force and effect through September 30, 2008.

#### **7. Project Proposals.**

Any and all project proposals for eligible HCD activities totally within the sphere of influence of a city must be submitted to the City and considered as a part of the City's project proposal development process. No project proposals may be submitted directly to the County by applicants other than cities for activities to be conducted totally within the sphere of influence of a city unless applicant has notified the City of their intentions in writing.

Project proposals of a countywide nature may be submitted directly to the County during its funding cycle. Cities shall have the right to review and comment on all project proposals for the funding of countywide HCD eligible activities.

#### **8. Grant Disbursement.**

- a. City understands and agrees that CDBG and HOME funds disbursed under this Agreement are the obligation of County and that such obligation of the County is dependent upon the qualification of the

County as an Urban County applicant and upon the availability of federal funds to implement Title I of the Act. Funds disbursed to the City will be expended on eligible activities which have been approved by the Board of Supervisors and described in the adopted Urban County HCD Plan. The HCD Plan includes a description of prioritized needs, strategies to address the needs, and a project funding submission and evaluation process. This process will be used to evaluate all project proposals according to their ability to address the adopted, prioritized needs and other criteria described in the adopted Urban County HCD Plan.

Parties hereto agree that Urban County funding will be prohibited for activities in or in support of any participating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. Housing has been identified as the highest priority need within the Urban County by the HCD Advisory Committee and the Board of Supervisors; therefore, the City and the County agree that all funds allocated on a competitive basis will be utilized for housing activities as set forth below. Housing needs include but are not limited to housing rehabilitation, activities to increase the supply of new affordable housing, and housing-related services which increase the availability and/or affordability of new and existing housing.
- c. After the deadline for submission of project proposals, the Urban County staff, composed of members of the County and City HCD staffs, will evaluate the project proposals according to the approved criteria and make recommendations on projects to be funded. These recommendations will be reviewed by the HCD Advisory Committee and the Board of Supervisors.
- d. The Urban County staff report and the HCD Advisory Committee recommendations will be reviewed at a public hearing before the Board of Supervisors. Should there be a difference of opinion between the HCD Advisory Committee and the Board of Supervisors on projects to be funded, the HCD Advisory Committee and the Board of Supervisors will hold meetings to resolve the differences. The meetings will continue until mutual agreement is reached. Voting separately, when a majority of the HCD Advisory Committee and a majority of the Board of Supervisors vote to accept specific project proposals, mutual agreement is achieved. It is understood and agreed that as legal recipient of the grant, the County, through its Board of Supervisors, must officially approve the mutually agreed upon project proposals to be included in the application in order to

ensure that the program submitted to HUD is consistent with the County's adopted housing and community development plan.

- e. Upon approval of the CDBG and HOME application and the release of funds by HUD, the City may begin implementation of approved activities. Information on the progress of approved activities will be submitted to the County on a quarterly basis during the program year the activities are being carried out. This information will be included in the Urban County's monitoring reports which are reviewed by HUD during the program year. Projects which fail to meet schedules according to the approved time schedule will be evaluated according to the process detailed in the approved Urban County CDBG and HOME Reprogramming Guidelines.

**9. Areas of Housing Authority Operation.**

Nothing herein shall affect the rights and obligations of the parties with respect to any agreement which the City may have with the Housing Authority of the County of Santa Clara (HACSC).

**10. Services, Equipment and Property; Reimbursement.**

County shall provide or be primarily responsible for providing the services, equipment and other property necessary for the planning, preparation and filing of the CDBG application and for the administration of the grant funds subject to the right of the County to seek reimbursement for actual expenses and costs of furnishing such services, equipment and property. Subject to the provisions of the application or of the grant award made thereon, all property furnished by County as herein-above described shall belong to County during the term of this Agreement and after its termination.

At the termination of the CDBG program, all property and equipment acquired with CDBG funds will be subject to the requirements and conditions of OMB Circular A-102 Attachment N, Property Management Standards.

**11. Program Income.**

- a. The City shall report to the County any gross income directly generated from the use of CDBG funds.
- b. Any such program income generated by the City must be reported to the County and may be either paid to the County or the City may retain the program income subject to requirements set forth in Santa Clara County

Community Development Block Grant Program Reallocation Guidelines  
and in accordance with all CDBG requirements.

- c. Any program income the City is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may apply.
- d. The County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the City as may be needed for this purpose.
- e. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to close-out or change in status shall be paid to the County, with the exception of program income generated by an approved rehabilitation program and held in a revolving loan fund. Such revolving loan fund amounts shall be maintained and used for housing rehabilitation activities that meet all existing and subsequent HUD regulations and requirements. All rehabilitation activities must benefit low and moderate income households.

The purpose of this provision is to enable the City to continue a housing rehabilitation program in the event of close-out or a change in status of the City. Such program income shall not be used for any purpose other than housing rehabilitation for the benefit of low and very low income households. On an annual basis the City shall submit to the County written certification that such program income shall be used for these established housing rehabilitation purposes.

#### **12. Revolving Loan Fund.**

- a. The City is allowed to retain a separate fund in conjunction with a single family home rehabilitation program for eligible activities in accordance with all CDBG requirements as may apply. The Revolving Loan Fund cash balance must be held in an interest bearing account and the interest must be remitted to the County annually. The County, in turn, remits the interest to HUD.
- b. Eligible activities may be funded only through loans, which, in turn, generate payments to the fund for use in carrying out the same activities.

#### **13. Records.**

City and County shall maintain appropriate books, records, files, and accounts relating to the receipt and disbursement of the grant funds, including records in accordance with 24 CFR Sec 570.503 as they relate to the application, acceptance, and use of federal funds for this federally assisted program and any other records imposed by County's contract with HUD. All such books, records, files and accounts shall be made available for inspection at reasonable times and places by authorized representatives of City, County, and Department of Housing and Urban Development or any other person authorized by the Act or the Regulations.

#### **14. County Disbursement of Funds.**

The Director of Finance of the County shall receive and have custody of all funds until disbursement of such funds to be made in a manner designated by the County. County shall, by a date no later than 7 days after receipt of the current year funding money, notify City of the manner of disbursement of such funds.

#### **15. Contractual Obligations.**

It is expressly understood and agreed that, as the applicant to HUD, County must take the full responsibility and assume all obligations of an applicant under the Act and that HUD will look only to the County in this regard. However, County assumes no responsibility nor liability towards City for any failure to include City in the application as a result of City's failure to supply County with information necessary to prepare and file the application, or as a result of City's failure to supply County with such information, upon designated dates, or as a result of City's failure to comply with the Act and the Regulations.

#### **16. 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 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 by 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 performance of obligations required by this Agreement, the Act, Application, Regulations or other applicable laws relating to this Agreement delegated to such party under this Agreement. No party, nor any officer, board member, employee 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 officer, board members, employees or agents, under or in connection with or arising out of any performance of obligations required by this Agreement, the Act, Application, Regulations or other applicable laws relating to this Agreement delegated to such other parties under this Agreement.

**17. Discretionary Actions.**

Nothing herein contained shall be construed to prohibit the City from exercising its discretion on any legislative quasi-judicial and/or administrative matter (including but not limited to any action involving zoning of General Plan amendments).

Nothing herein shall compel the City to take any action on any matter save and except as expressly required in this Agreement. It is understood and agreed that the City does not by this Agreement commit itself or delegate the exercise of any of its police powers in any matter whatsoever save and except as expressly set forth in this Agreement.

**18. Timeliness.**

When any action is required hereunder upon request for action on a document or material furnished by the County to the City said request for action on a document or material shall be furnished at least 30 days prior to the date said action is required in order to allow sufficient time for the City to review and act on said document or material.

Time is of the essence in this Agreement.

**19. Severability.**

Should any part, term, provision of this Agreement be judicially determined to be illegal or in conflict with any law of the State of California or any law of the United States, or should any part, term, or provision of this Agreement be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**20. Section Headings.**

All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

//  
//  
//  
//  
//  
//



//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

**21. Notices.**

Any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by certified mail, return receipt requested. Mailed notices shall be addressed as set forth below. Each party may change its address by written notice in accordance with this Section.

IN WITNESS WHEREOF, parties hereto have executed this Agreement on the dates set forth below.

CITY/TOWN OF \_\_\_\_\_

COUNTY OF SANTA CLARA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor (Print name)  
City/Town Council

\_\_\_\_\_  
CHAIRPERSON  
Board of Supervisors

Attest:

Attest:

By: \_\_\_\_\_  
City/Town Clerk

By: \_\_\_\_\_  
Clerk, Board of Supervisors

Approved as to form and legality:

Approved as to form and legality:

By: \_\_\_\_\_  
City/Town Attorney

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_