

COOPERATION AND IMPLEMENTATION AGREEMENT

THIS COOPERATION AND IMPLEMENTATION AGREEMENT (“**Agreement**”) is made as of _____, 2019 by COUNTY OF ORANGE, a political subdivision of the State of California (“**County**”), and SHELTER PROVIDERS OF ORANGE COUNTY, INC., a California non-profit corporation, dba HomeAid Orange County (“**HomeAid**”) (each a "**Party**" and collectively, the "**Parties**").

RECITALS

A. County is the fee owner of that certain real property containing approximately 2.30 acres (APN 408-191-08) with an address of 2229 South Yale Street in the City of Santa Ana, California (the “**Premises**”).

B. County and HomeAid in partnership with public and private stakeholders desire to develop a transitional center for individuals experiencing homelessness (“**Facility**”) at the Premises that serves Orange County.

C. HomeAid (together with other HomeAid chapters) is a leading national non-profit provider of housing for today’s homeless that builds and renovates multi-unit housing developments including emergency shelters, interim/bridge housing and permanent housing for families and individuals experiencing homelessness throughout the United States. As a non-profit, HomeAid is able to obtain various services at lower cost or by donation.

D. HomeAid will collaborate with public and private sector partners to cause the development and construction of the Facility at the Premises. The Facility is intended for the purpose of providing shelter services and uses to the public, including wellness and social services, crisis and stabilization unit, substance use disorder intake and referral, withdrawal management, crisis residential and substance use disorder with co-occurring residential treatment.

E. The County has agreed to lease the Premises to HomeAid, and fund a portion of the construction costs for the Facility, as further provided in that certain Ground Lease executed concurrently herewith by and between HomeAid and County (the “**Lease**”).

F. As a condition to HomeAid entering into the Lease, HomeAid and County have agreed to enter into this Agreement.

RECITALS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce HomeAid to enter into the Lease, County and HomeAid hereby agree as follows:

1. HomeAid Services. HomeAid will use commercially reasonable efforts to arrange for and obtain donations of in-kind labor and materials and/or cash donations for the Facility (collectively, the “**Donations**”) and all such Donations shall be applied as follows: (a) First, as earmarked by the donor, (b) Second, if not earmarked by the donor, towards the cost to construct

and develop the Facility until the Facility is fully completed, and (c) Third, following completion of the Facility, to the operation of the services at the Facility, including the purchase of equipment necessary to operate the Facility; provided, however, it is understood and agreed that HomeAid, while it may set goals with respect to obtaining such Donations, is not representing, warranting, covenanting or committing any minimum Donation amount, with its contribution and responsibility with respect thereto being limited to such Donations as it may actually obtain. At County's written request, HomeAid will provide County with quarterly reports summarizing the total value of all Donations.

2. Mutual Cooperation. County and HomeAid each agree to cooperate with each other and assist each other relating to the solicitation of Donations, the development of the Project and the construction of the Improvements (as defined below). County and HomeAid intend for the Donations to be used to help fund the Facility's construction costs and to decrease the County's Facility costs, including the equipment necessary for the Facility.

3. County Authorization. All actions required to authorize the execution of the Lease by the County and performance under the Lease by the County have been taken, and the Lease constitutes a valid and binding agreement, enforceable against County. County agrees to protect, indemnify, defend (with County Counsel or legal counsel reasonably acceptable to HomeAid), release and hold harmless HomeAid, C.W. Driver (the general contractor for the construction of the Facility, or other general contractor as mutually approved by the Parties) and their respective past, present and future officers, directors, shareholders, members, managers, employees, and attorneys (collectively, the "**HomeAid Related Parties**") from and against any and all claims, causes of action, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants), or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, accrued or not accrued, liquidated or unliquidated, fixed or contingent of any kind or character (collectively, "**Claims**") arising from, related to or caused by any challenge (legal, administrative, court or governmental order, or otherwise) to the legality or validity of all or any portion of the County's approval of the Lease, the County's approval of the Work, or the County's approval of the Project or to the County's approval of the use of the Premises for the Project, or to attack, set aside, void or annul any approval of the County, its Board of Supervisors, elected and appointed officials, officers, directors, agents, employees or contractors concerning the County's approval of the Lease, the County's approval of the Work, or the County's approval of the Project (collectively, the "**Legal Challenge**"). For purposes of this section: the "**Project**" means and includes the design and construction of the Facility at the Premises; "**Work**" means and includes construction activity with respect to the Improvements required under the Lease, including permitted future changes, alterations and renovations thereto and also including, without limiting the generality of the foregoing, site preparation, landscaping, installation of utilities, street construction or improvement and grading or filling in or on the Premises pursuant to the Lease, and; "**Improvements**" means and includes, but is not limited to, initial improvements to be constructed or caused to be constructed by HomeAid at the Premises pursuant to the Lease, including but not limited to all buildings (including above-ground and below ground portions thereof, and all foundations and supports), building systems and equipment (such as HVAC, electrical and plumbing equipment), physical structures, fixtures, hardscape, paving, curbs, gutters, sidewalks, fences, landscaping and all other improvements of any type or nature

whatsoever now or hereafter made or constructed on the Premises. HomeAid and County shall reasonably cooperate in all aspects of a Legal Challenge, and HomeAid shall have the right to review all litigation pleadings, defense and settlement that materially impacts the HomeAid Related Parties. Without limiting the obligations set forth in this section, HomeAid shall have the right, but not the duty, to defend or appeal the Legal Challenge at its own cost and expense. No settlement of the Legal Challenge that requires the HomeAid Related Parties to undertake some act, to pay any money, to return any money (other than portions of the County Financial Contribution not required to be paid for Work performed, or expended towards the completion of the Work or the construction of the Improvements), or that in any other way purports to bind the HomeAid Related Parties, shall be binding on the HomeAid Related Parties unless HomeAid approves such settlement or applicable portion of such settlement in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Signatures. County and HomeAid each represents and warrants to the other that the person or persons signing this Agreement on behalf of the signing Party has full authority to do so and that this Agreement binds the signing Party.

5. Governing Law. This Agreement shall be governed by and construed in conformity with the laws of the State of California.

6. Invalid Provisions. A determination that any provision of this Agreement is void, unenforceable or invalid shall not affect the enforceability of any other provision, and a determination that the application of any provision of this Agreement to any party or circumstance is void, invalid, illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other parties or circumstances.

7. Survival. HomeAid and County agree that this Agreement shall constitute a separate agreement and approval from any Project, Work or Lease agreement and approval, and if the Project, Work, Lease, or any approval concerning the foregoing, is invalidated, rendered null or void, or set aside by a court of competent jurisdiction, in part or in whole, or if any Lease agreement expires or terminates (except for a default under the Lease caused solely by HomeAid), HomeAid and County agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

8. Legal Construction. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the Parties and without regard for or aid from any canons requiring construction against the Party drawing this Agreement.

9. Counterparts Modification. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one agreement. This Agreement may be amended only in writing executed by each of the Parties hereto.

[signatures on the following page]

IN WITNESS WHEREOF, County has duly executed this Agreement as of the date first written above.

COUNTY

COUNTY OF ORANGE,
a political subdivision of the State of California

Thomas A. Miller, Chief Real Estate Officer
Orange County, California

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Michael A. Haupt

Date 10/30/19

SHELTER PROVIDERS OF ORANGE COUNTY,
a California nonprofit corporation, dba HomeAid Orange County

By:
Name: _____

Title: _____

By:
Name: _____

Title: _____