

AGREEMENT

FOR CODE ENFORCEMENT SERVICES AND HOMELESS OUTREACH

This Agreement for Code Enforcement Services and Homeless Outreach ("Agreement") is entered into as of May __, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and the City of San Pablo, a municipal corporation ("City"). The County and the City are sometimes referred to together as the "Parties," and each as a "Party."

RECITALS:

- A. The County owns the real property located southwest of the intersection of Fordham Street and El Portal Drive, within the City of San Pablo, commonly identified as Assessor's Parcel No. 416-102-007 (the "Property"). The City and the County agree that the persistent unauthorized homeless encampments that may occur at the Property could present, or eventually present, a blight and cause deterioration and instability in the neighborhood and pose a serious threat to the public's health and safety, therefore constituting a public nuisance. These conditions may violate one or more provisions of the County Ordinance Code or the City Municipal Code (together, the "Codes").
- B. The City is willing to utilize City staff to provide Code Enforcement Services and Homeless Outreach at the Property. Code Enforcement Services include investigating, inspecting, and abating temporary homeless encampments presenting serious health and safety concerns, and Homeless Outreach includes providing information and resources to persons experiencing homelessness, all as set forth in Attachment A attached hereto and incorporated herein. The Code Enforcement Services and Homeless Outreach are sometimes referred to together as the "Services."
- C. The purpose of this Agreement is to set forth the terms for the City to provide Services at the Property, including to remove any unauthorized individuals camping at the Property.

NOW, THEREFORE, the Parties, for good and valuable consideration, agree as follows:

Section 1. SERVICES TO BE RENDERED

- A. The County agrees to permit the City to provide, and the City agrees to provide, Code Enforcement Services and Homeless Outreach at the Property, as set forth in Attachment A. The County's Public Works Director, or designee, ("County Director") will furnish direction to the City staff, as needed, through the City's Public Works Director, or designee, ("City Director") in order to accomplish the Services under the terms of this Agreement. The City will provide equipment, materials, and staff, as deemed necessary by the City, in connection with the Services.
- B. The County hereby grants to the City, for use by the City, its officers, employees, and agents, a right to enter the Property, whenever necessary, to perform the Services. The City shall inform the County of its entry onto the Property within a reasonable time after the City enters the Property. If the City requires entry onto the Property for any purpose

other than providing Services under this Agreement, the City shall contact the County Director to request permission to enter the Property.

- C. City staff shall remain employees of the City. County shall not be responsible for worker's compensation or any employee benefits of City staff.

Section 2. TERM

This Agreement is effective as of the Effective Date first written above, and it shall remain in effect until terminated, as set forth in this Agreement.

Section 3. CONSIDERATION

- A. **Code Enforcement Services:** In exchange for the ability of the City to enter the Property to conduct Code Enforcement Services, thereby benefiting the surrounding neighborhood and public within the City, the City shall be responsible for all costs associated with the performance of Code Enforcement Services at the Property.
- B. **Homeless Outreach:** In exchange for the ability of the City to enter the Property to conduct Homeless Outreach, thereby benefiting the surrounding neighborhood residents and the affected individuals within the City, the City shall be responsible for all costs associated with the performance of Homeless Outreach at the Property, except those cost incurred by Contra Costa County Health Services Department's Coordinated Outreach Referral Engagement ("CORE") program.
- C. **County Responsibilities:** The role of City staff is limited to Code Enforcement Services and Homeless Outreach, as more particularly described in Attachment A. The County shall be responsible for the costs associated with general maintenance of all other aspects of the Property, including but not limited to basic upkeep, maintaining existing trees, and managing erosion control.

Section 4. HOLD HARMLESS AND INDEMNIFICATION

City shall indemnify, defend, and hold harmless the County, its officers, agents, and employees (collectively, "County Parties") from and against any claims, demands, damages, liabilities, expenses, penalties, fees, judgments, and costs of any kind, including but not limited to attorney's fees and attorney's fee awards, (collectively, "Liabilities") to the extent that those Liabilities arise from or are connected with the negligence or willful misconduct of, or the violation of any Codes by, the City, its officers, agents, or employees in the performance of any Services under this Agreement. Notwithstanding the foregoing, the City shall not have any obligation to indemnify any County Parties from the proportion of any Liabilities that arise from or are connected with the negligence or willful misconduct of, or the violation of any Codes by, any County Parties. This Section 4 shall survive the termination of this Agreement.

Section 5. INSURANCE

City agrees, at no cost to County, to obtain and maintain during the term of this Agreement liability insurance, or an equivalent policy of self-insurance, with a minimum limit coverage of \$1,000,000

for each occurrence and \$2,000,000 in the aggregate for all claims or losses due to bodily injury, including death, or damage to property, and to name Contra Costa County, its officers, employees, and agents as additional insureds thereunder. Within 10 days after the Effective Date and prior to any entry onto the Property, the City shall provide the County evidence of insurance coverage meeting these requirements.

Section 6. NOTICES

All correspondence regarding this agreement, including notices, shall be delivered in person, sent by overnight carrier with delivery charges prepaid for next-day delivery, or sent by U.S. Mail with postage prepaid, to the following persons:

COUNTY: Warren Lai
Director
ATTN: Chris Lau, Division Manager
Public Works Department
Contra Costa County
255 Glacier Drive, Martinez, CA 94553
(925) 313-2000
Email:

CITY: Matt Rodriguez
City Manager
City of San Pablo
1000 Gateway Avenue, San Pablo, CA 94806
(510) 215-3016
Email:

Correspondence will be deemed given on the same day if delivered in person, on the next business day if delivered by overnight carrier, and on the third day after mailing if delivered by U.S. Mail. A Party may change its address for notices by giving notice to the other party in any manner authorized under this Section at least five days before the change of address becomes effective. A courtesy copy of a notice may be sent by email or given by telephone, but giving a courtesy copy of a notice in either of those manners does not substitute for giving the notice in one of the manners required under this Section.

Section 7. TERMINATION

- A. This Agreement may be terminated by either Party, giving at least 30 days advance written notice thereof to the other Party.
- B. Should either Party be in default of the terms of this Agreement, the non-defaulting Party may give written notice of such default, and should such default not be cured within 30 days after the mailing of said notice, this Agreement may be terminated by the non-defaulting Party by giving 10 days written notice thereof.

Section 8. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

Section 9. AMENDMENT

This Agreement may not be modified or amended except in a writing signed by all Parties hereto.

Section 10. CONSTRUCTION

This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Section 11. WAIVER

A waiver of breach of any obligation under any provision in this Agreement shall not be deemed a waiver of any other obligation under any provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

Section 12. GOVERNING LAW

This Agreement shall be governed and construed in accordance with California law.

Section 13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

The Parties, by the Director of the County's Public Works Department, as authorized by the County Board of Supervisors, and by the City Manager of the City, as authorized by the City Council, each hereunto duly authorized, have executed this Agreement as of the Effective Date set forth above.

CONTRA COSTA COUNTY

CITY OF SAN PABLO

By: _____

Warren Lai
Director
Public Works Department

Matt Rodriguez
City Manager
City of San Pablo

Approved as to form:
Thomas L. Geiger, County Counsel

Approved as to form:

By: _____

Deputy County Counsel

City Attorney

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE CITY OF SAN PABLO TO CONTRA COSTA COUNTY

I. CODE ENFORCEMENT SERVICES

a. Investigation and Inspection

1. At the request of, and as directed by the County Director, the City will investigate complaints regarding Zoning, Building, and Health and Safety Code violations on the Property, to determine compliance with applicable City and County codes, including but not limited to the applicable provisions of the County Ordinance Code, and the applicable provisions of the City's Municipal Code.

b. Code Enforcement

1. The City will perform investigations, inspections, and other code enforcement actions related to unauthorized homeless encampments at the Property. Consistent with the applicable requirements of the Codes, the City will abate any conditions on the Property in violation of any Codes, and the City will remove any unauthorized homeless encampments at the Property.

II. HOMELESS OUTREACH

- a. The City will be responsible for coordinating Homeless Outreach between the San Pablo Police Department's Crisis Response Team ("CRT") and Contra Costa County Health Services Department's Coordinated Outreach Referral Engagement ("CORE") program, to provide information and resources, where appropriate, to individuals experiencing homelessness at the Property.