

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF CONTRA COSTA AND THE
CITY OF SAN PABLO PERTAINING TO MUTUAL AID ASSISTANCE
PROVIDED TO RESPOND TO THE COVID-19 PANDEMIC

This Memorandum of Agreement ("Agreement") is made and entered into on November 10, 2020 (the "Effective Date"), by and between the City of San Pablo, a municipal corporation ("City") and the County of Contra Costa, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, a novel coronavirus that causes a respiratory illness referred to as coronavirus disease 2019 ("COVID-19") has resulted in a pandemic; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of COVID-19; and

WHEREAS, on March 10, 2020, the County Board of Supervisors declared the existence of a local emergency throughout Contra Costa County caused by the introduction of COVID-19; and

WHEREAS, on March 16, 2020, the City Council for the City adopted Resolution No. 2020-123 proclaiming a local emergency to exist in the City of San Pablo due to the COVID-19 Pandemic; and

WHEREAS, on March 22, 2020, President Trump approved a Major Disaster Declaration for the State of California in connection to COVID-19 and ordered federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance to bolster California's COVID-19 emergency response efforts; and

WHEREAS, the County has identified Davis Park Multi-Purpose Room at 1667 Folsom Avenue, City of San Pablo, California (the "Premises"), as a suitable location for COVID-19 Testing, and requested the City to make the Premises available for this purpose as either a county, or state facilitated testing site;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence on November 16, 2020, and continue through June 30, 2021 (the "Term"), unless terminated early in accordance with Section 10 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.
2. **Use of Premises.** City shall make available the Premises, particularly described in Exhibit A attached hereto (the "Testing Site"), for the exclusive use by County to provide COVID-19 testing or services related thereto at the Testing Site, including but not limited to supplies, staff, security and sanitation services, through the Term of this Agreement.

Premises shall be used for CCOVID-19 testing by appointment from Monday through Friday, 7:00 a.m. to 7:00 p.m. No other use of Premises is allowed.

- a. Hazardous Materials. No storage of flammable liquids or products shall be allowed unless approved by City. At the end of each day of use, County shall ensure that all biohazardous materials are removed from the Premises.
 - b. Janitorial Services. County shall be responsible for providing all janitorial, cleaning and sanitation services at the Premises, including but not limited to portable sanitation stations outside of the Premises. Janitorial, cleaning and sanitation services shall be provided every day after use.
 - c. Parking. There are no dedicated parking spaces for the Premises. County acknowledges that the Contra Costa Food Bank uses the Parking Lot for food distribution purposes, which will continue during the term of this Agreement.
 - d. Security; Damage; Loss. County shall be responsible for providing appropriate security services during testing and after-hours. County will be provided keys and alarm codes to enter and exit the Premises. County shall ensure that the Premises are secured after use by locking and setting the alarm. City shall not be responsible for any damage to or loss of County's personal property and County shall carry appropriate property insurance for such loss. County shall be responsible for all damage or loss to Premises or City's personal property in Premises, normal wear and tear excepted.
 - e. Improvements; Signs. County may not make any improvements or alterations to Premises or construct or install any sign without the prior written consent of the CITY. At this time, City is not approving any antenna to be affixed to the Premises, but will consider a non-permanent approach, if County desires to provide a more detailed proposal, while retaining complete discretion whether to approve or not. County shall have the right to place portable signs directing the public to the Premises.
 - f. Nondiscrimination. County shall comply with all laws, including but not limited to, federal and state nondiscrimination laws related to employment and provision of services.
 - g. Compliance with Public Health Orders. County shall comply with all State and County public health orders, including all applicable social distancing and face covering requirements related to the COVID-19 pandemic.
 - h. No Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Premises to or for the general public. Use of Premises shall not entitle anyone to any relocation benefits pursuant to federal, state or local law and County and Contractors waive any such claim against CITY.
3. Payment. Given the public purpose of the COVID-19 Testing, City has agreed to the use of the Testing Site by CDPH and its Contractors, at no cost, through the Term of

this Agreement. City calculates the deferred value of the use of the Testing Site to be \$7,700 per month, consistent with the Premises rental fees as provided for in the City's current Master Fee Schedule.

4. **Indemnification.** Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.
5. **Injuries.** To the extent that County or City personnel provide services under this Agreement, such services will be considered to be disaster service activities under Government Code section 3100, and subject to applicable workers' compensation requirements.
6. **Disclaimer of Condition of Premises.** City makes no warranty or representation of any kind or nature regarding the Premises or the fitness of the Premises for the use intended by County. County and its employees and contractors waive any claims against the City regarding the Premises.
7. **Compliance with Laws.** The parties will comply with all applicable local, state, and federal laws and regulations with respect to the terms and conditions of this Agreement.
8. **Amendments.** This Agreement may be amended by mutual consent of the Parties. Any amendment will be in writing, signed by both Parties.
9. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law.
10. **Termination.** Each Party may terminate this Agreement upon 30 days written notice to the other Party.
11. **Notices.** Any notices relating to this agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by email, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of San Pablo
13880 San Pablo Avenue
San Pablo, CA 94806
Phone No.: (510) 215-3000
Attn: Matt Rodriguez, City Manager
Email: MattR@sanpabloca.gov

For County:


Contra Costa Health Services
1220 Morello Ave., Suite 200
Martinez, CA 94553
Phone No.: (925) 608-5459
Attn: Anna Roth, Health Director
Email: Doc.Logistics@cchealth.org

Either party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

- 12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.
- 13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original, but such counterparts together will constitute one and the same instrument. A copy of this Agreement will be as effective as an original.
- 14. **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though the unenforceable provision was not contained in this Agreement. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, the Agreement may be terminated by either Party pursuant to Section 10 of this Agreement.
- 15. **Costs; Reimbursement.** Each Party will be responsible for its own mutual aid assistance costs and other costs arising from this Agreement, and for seeking any reimbursement from the State of California, Federal Emergency Management Agency or any other source of funding. County shall not be responsible for making claims for funding or reimbursement on behalf of the City.
- 16. **Disputes.** In the event of a dispute between the parties as to the language of this Agreement or its construction or meaning of any term, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any part to this Agreement.

COUNTY OF CONTRA COSTA

CITY OF SAN PABLO

By: 
 Anna Roth, Director
 Contra Costa Health Services

By: _____
 Matt Rodriguez, City Manager

ATTEST:

By: _____
 Patricia Ponce, City Clerk

APPROVED AS TO FORM:

Contra Costa County Counsel

APPROVED AS TO FORM:

By: 
 County Counsel

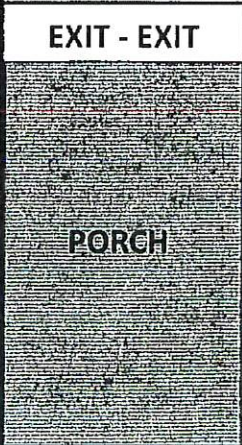
By: _____
 Lynn Tracy Nerland, City Attorney

Attachments: Exhibit A

Exhibit A

Stage
(Approximately 34'x15')

Wheel Chair
Lift



OFFICE

KITCHEN

WOMEN'S
RESTROOM

MEN'S
RESTROOM