

Attachment A

RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

This Right of Entry and Indemnification Agreement (Agreement) is made by and between the **Pajaro/Sunny Mesa Community Services District**, a community services district of Monterey County formed pursuant to Title 6, Division 3 of the Government Code (hereinafter referred to as "District") and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "County"), and collectively referred to as "the Parties".

This Agreement permits the right to enter and temporarily use the District's Pajaro Park property located at **24 San Juan Road, Pajaro, California 95076 ("Property")** and as further defined on **Exhibit "A"**, which is attached and incorporated herein, for the purposes set forth below.

Term: **November 15, 2021 through February 13, 2022, with the exception of December 21, 2021 thru December 25, 2021**

Hours: **Monday through Friday 7:30 am to 4:00 pm***
***By arranged access with District**

County Contact: **Department of Public Work (Facilities), Real Property Specialist
George Salcido, 831-755-4859, email: salcidog@co.monterey.ca.us**

District Contact: **General Manager
Don Rosa, 831-722-2137, email: info@pajarosunnymesa.com**

Fee: **\$0.00**

Purpose: **To perform necessary storage activities for homeless individuals under the direction of the County and Agency, and as further defined below.**

The County will store unattended personal property and personal property entrusted to it by individuals relocated from illegal campsites in or near the Pajaro River Homeless Encampment. Consistent with due process of law, County will store such personal property securely, and will provide individuals who have relocated the opportunity to establish ownership of the property and reclaim it during normal weekday business hours for a period of at least ninety (90) days from the date it is first stored. County will not store property that is large or bulky; hazardous; illegal to possess; severely damaged; or infested with insects, rodents, or other vermin. County will not store property determined to be abandoned as opposed to unattended.

In the furtherance of the specified purpose, the County agrees to indemnify, defend, and hold harmless the District's officers, agents, and employees from and against any and all claims and losses whatsoever arising out of or in any way related to the County's performance under this Agreement, including but not limited to claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees) incurred by the District in connection with such claims. "The County's performance" includes the County's action or inaction, and the action or inaction of its officers, employees, contractors, agents or designees. The County's obligation to indemnify the District does not extend to any claim or losses arising out of the sole negligence or willful misconduct of the District, or of the District's officers, agents, or employees. The County shall restore, or cause the restoration of, the Property to the original condition or to a

condition reasonably acceptable to the District upon completion of the purpose for entry onto the Property.

County may designate in writing to the District an agent, or other person or entity, to perform or be responsible for the work set forth above. The County, or its agent or designee, shall comply with all applicable local, state or federal laws and regulations in the performance of the work pursuant to this Agreement.

This Agreement may be executed in two 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. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by all Parties. To facilitate execution of this Agreement, the Parties may execute and exchange by facsimile or electronic counterparts of the signature pages.

The Parties acknowledge that they had an opportunity to seek respective counsel in the development and approval of this Agreement.

The persons executing this Agreement on behalf of the County and the District hereby covenant and warrant that they are duly authorized to execute this Agreement.

County of Monterey

Pajaro/Sunny Mesa Community Services District

By: _____
Dr. Debra R. Wilson

By:  _____
Don Rosa

Title: Acting Contracts-Purchasing Officer
Date: _____

Title: General Manager
Date: 11/4/2021 | 8:40 AM PDT

Approved as to form:

Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Mary Grace Perry

Title: Deputy County Counsel
Date: _____

Office of the County Counsel-Risk Management
Approved as to Liability Provisions:

By: _____
Danielle P. Mancuso

Title: Risk Manager
Date: _____

Exhibit "A"

Pajaro Park
24 San Juan Road, Pajaro, California

