

**SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES**

**CITY OF LODI**

**Access Center Transitional Respite Infrastructure Agreement**

**XXX 1, 2025 – XXX 30, 2045**

This AGREEMENT (“Agreement”) made and entered into this day \_\_\_\_\_, 2025 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through **SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES**, (hereinafter “COUNTY” or “SJBHS”), and the **CITY OF LODI** (hereinafter “CONTRACTOR”). COUNTY and CONTRACTOR may each be referred to herein as “Party” or collectively the “Parties.”

**RECITALS**

**WHEREAS** eligible uses of Behavioral Health Bridge Housing (“BHBH”) funds are to address the unique needs of their local communities and create a stronger national economy by using these essential funds for various vital public services in supports including navigation centers, respite crisis housing, and emergency shelters; and

**WHEREAS** eligible uses of BHBH funds include investment in a wide variety of projects such as housing projects, homelessness prevention, resilience planning and other critical infrastructure and services; and

**WHEREAS**, CONTRACTOR has identified a need for supportive and transitional respite housing for North County residents; and

**WHEREAS**, CONTRACTOR acquired an industrial building at 710 N Sacramento Street, Lodi, CA 95240 and is developing an Access Center and Emergency Shelter, that will now provide 12 beds for supportive transitional respite housing; and

**WHEREAS**, COUNTY provides wrap-around services to San Joaquin County residents, including those in the North County area, who are homeless or at-risk of homelessness with serious behavioral health conditions, including Serious Mental Illness (SMI) and/or Substance Use Disorders (SUD); and

**WHEREAS**, the California Department of Health Care Services (DHCS) has granted BHBH program funds to COUNTY for the purposes of reducing homelessness for individuals with SMI and/or SUD; and

**WHEREAS**, the Parties hereto now desire to enter into this Agreement and to comply with the purposes and requirements set forth for the use of COUNTY’S BHBH funds;

**NOW, THEREFORE**, the Parties do hereby agree as follows:

**I. SCOPE OF AGREEMENT:**

- A. COUNTY will provide CONTRACTOR BHBH program funds to renovate an industrial building located at 710 N Sacramento Street, Lodi, CA 95240, (the “Access Center”), to create 12 transitional respite beds (Exhibit A) for use by residents who are homeless or at-risk of homelessness with serious behavioral health conditions, including SMI and/or SUD, or are justice involved with prioritization for CARE Court participants.
- B. Upon completion of the renovations, the 12 transitional respite beds shall be made available to residents who are homeless or at-risk of homelessness with serious behavioral health conditions, including SMI and/or SUD, in addition to those who are justice involved with prioritization for CARE Court respondents, which shall constitute the “Services” required under this Agreement.
- C. CONTRACTOR, or its designee, shall open the Access Center and Emergency Shelter and begin providing low-barrier shelter with wraparound services by April 30, 2026. COUNTY and CONTRACTOR will negotiate in good faith additional agreements for the operation and provision of the Services at the Access Center upon completion of the infrastructure improvements.
- D. The Parties acknowledge that the California Department of Health Care Services (DHCS) requires COUNTY place a deed restriction on non-COUNTY owned properties purchased or improved with BHBH Program infrastructure funds through June 30, 2027. As such, the Parties agrees as follows:
  - 1. CONTRACTOR shall record a deed restriction against the property that ensures it will be used to provide the Services for the term of this Agreement. If the property is no longer used to provide the Services due to sale, transfer or lease, then:
    - a. The BHBH funding received under this Agreement and any interest thereon shall be repaid to COUNTY; or
    - b. CONTRACTOR shall find an alternative use of the BHBH proceeds to provide bridge housing for individuals who are homeless or at-risk of homelessness with serious behavioral health conditions in a manner acceptable to DHCS.
  - 2. CONTRACTOR shall provide a copy of the recorded deed restriction to COUNTY by March 1, 2026.

3. The deed restriction will remain in place for the balance of the Agreement term until April 30, 2045. The Access Center will be operated so that one hundred percent (100%) of the 12 transitional respite beds will be used for the Services.

## II. GOVERNANCE

From August 1, 2025, to June 30, 2027, this Agreement shall be governed by the requirements governing the use of BHBH program funds. Effective August 1, 2027, this Agreement shall be governed by any and all applicable Federal and State laws and regulations.

## III. TERM

The term of this Agreement shall be from May 1, 2025, through April 30, 2045. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

## IV. FISCAL PROVISIONS

- A. COUNTY will provide \$575,910 (Five Hundred Seventy-Five Thousand Nine Hundred and Ten Dollars) from the BHBH-infrastructure funding for the renovation and construction to create twelve (12) beds at the Access Center.
- B. CONTRACTOR shall submit one original and one copy of each invoice to the COUNTY'S, [DEPT/DIV NAME], at the address referenced above. All invoices must reference this Agreement Number/Contract ID # and the Work performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

## V. COMPLIANCE

- A. Both Parties shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted Services and this Agreement. Furthermore, the Parties shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. Each Party shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
- B. Compliance with Immigration Law: Each Party shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service.
- C. Federal Equal Opportunity Compliance: Each Party shall treat individuals in compliance with Equal Opportunity requirements and clauses, Section 503 of the Rehabilitation Act of

1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Executive Order 11246.

- D. ADA Compliance: Each Party shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC Sections 12101 et seq.).
- E. Drug Free Workplace: Each Party shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- F. Each Party shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.
- G. Neither Party shall discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2). Nor shall either Party retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## VI. INDEMNIFICATION

- A. Each Party shall, at its expense, defend, indemnify and hold harmless the other Party, (defined as the Party and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the Party, its employees, officers, agents or subcontractors.
- B. Each Party shall hold the other Party, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

## VII. INSURANCE REQUIRMENTS

A. CONTRACTOR shall submit proof of insurance with liability limits, or affirm self-insurance in the corresponding amounts, as set forth below to COUNTY showing COUNTY, its officers, employees and agents named as Additional Insured. COUNTY insurance requirements must be met prior to starting work with San Joaquin County. CONTRACTOR agrees to be responsible to ensure that the requirements set forth are also to be met by CONTRACTOR's subcontractors. During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing ongoing operations and duties under this Agreement:

1. Workers' Compensation and Employer's Liability: As required by any applicable State or Federal law or regulation and Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, CONTRACTOR will comply with a program of Workers' Compensation Insurance or a state-approved self-insurance program.
2. Commercial General Liability Insurance: The policy shall have combined single limits for bodily injury or property damage including personal injury of not less than two million dollars (\$2,000,000), for each occurrence. The aggregate limit shall be \$4,000,000.
3. Professional Liability with \$1,000,000 minimum limit as appropriately relates to services rendered including coverage for medical malpractice and/or errors and omissions.
4. Cyber Liability with \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Automobile Liability: CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. In addition, if vehicles are used to

transport members, CONTRACTOR shall maintain comprehensive automobile liability, with a \$1,000,000 minimum limit.

6. Additional Named Insured: All certificates of insurance except for workers' compensation and professional liability shall contain additional endorsements naming COUNTY as Certificate Holder, San Joaquin County as 44 North San Joaquin Street, Suite 540, Stockton, CA 95202. San Joaquin County and its officers, agents and employees respectively shall be made Additional insured except for workers' compensation and professional liability.
- B. Policies Primary and Non-Contributory: All insurance policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY or CONTRACTOR.
  - C. Proof of Coverage: The Parties shall immediately furnish certificates of insurance to the other Party's department administering the Agreement evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be cancelled, reduced or expire, without thirty (30) day's written notice to the other Party. CONTRACTOR shall maintain such insurance and furnish to COUNTY certified copies of the certificates and all endorsements from the time CONTRACTOR commences performance of services hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with copies of the certificates and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.
  - D. Liability: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve either Party from liability in excess of such coverage, nor shall it preclude such other actions as are available under any other provision of this Agreement or otherwise in law.

## VIII. CONFLICT OF INTEREST

- A. The Parties are aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agree to be bound thereby. Each Party certifies that it is unaware of any financial or economic interest of any public officer or employee relating to this Agreement. It is further understood and agreed by the Parties that if such a financial interest does exist at the inception of this Agreement, the other Party may immediately terminate this Agreement by giving written notice thereof.

- B. Each Party certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- C. Each Party shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties. Further, any member of either Party's governing body or its officers is prohibited from working for the other Party.

#### IX. NON-EXCLUSIVE RIGHTS

This Agreement does not grant any exclusive privileges or rights to provide services to the other Party. Either Party may contract with other counties, private companies or individuals for similar services.

#### X. GOVERNING LAW

The laws of the State of California, county of San Joaquin shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

#### XI. VENUE

Venue for any action arising out of this Agreement shall be the County of San Joaquin, California.

#### XII. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.

#### XIII. SEVERABILITY

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

#### XIV. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to a Party is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.

#### XV. MODIFICATION, AMENDMENTS AND WAIVER

No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

#### XVI. HEADINGS

Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.

#### XVII. FORCE MAJEURE

Without affecting any right of termination set forth in this Agreement, either Party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the Party, by giving the other Party written notice of, and reason for, the suspension.

#### XVIII. INDEPENDENT CONTRACTOR

In the performance of work duties, and obligations imposed by this Agreement, each Party is at all times acting as an independent contractor practicing his or her own profession and not as an employee of the other Party. Each Party shall perform its work in strict accordance with approved methods and standards of practice in that professional specialty. The sole interest of each Party is to assure that all services provided in this Agreement are rendered in a competent and efficient manner in order to maintain the high standards of both Parties. Neither Party shall have any claim under this Agreement or otherwise against the other Party for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. Each Party acknowledges the fact that it is an independent contractor and is in no way to be construed as



an employee of the other Party, nor are any of the persons employed by the Parties to be so construed. Both Parties shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and facilities necessary for performance of its obligations under this Agreement, except as provided in Exhibit C. Each Party shall provide copies of any current professional, local, state or other business license required to conduct the services stated herein, to the other Party.

#### **XIX. ASSIGNMENT**

This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.

#### **XX. TERMINATION**

- A. Termination for Cause:** If either Party breaches or habitually neglects the it's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the non-breaching Party may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which it may be entitled, either at law, in equity, or under this Agreement.
- B. Termination for Convenience:** In addition, either Party may terminate this Agreement for its convenience upon thirty (30) days written notice to other Party.
- C. Funding out Clause:** If either Party fails to appropriate funds to continue to perform under this Agreement, this Agreement will be cancelled immediately and the the other Party will be given written notice of such termination.
- D. If this Agreement is terminated under paragraphs 1, 2 or 3 above, each Party shall only be entitled to payment for any work completed or BHBH funds distributed prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, the Parties shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this Agreement.**
- E. Neither Party shall incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that it can legally cancel; nor shall either Party be liable for any expenses incurred by the other Party subsequent to the notice of termination**

#### **XII. NOTICES**

Notices concerning this Agreement shall be given by regular mail address as follows:

COUNTY:

San Joaquin County  
County Administration Building  
44 North San Joaquin Street, Suite 640  
Stockton, CA 95202

CONTRACTOR:

City of Lodi  
Attn: Community Development Department  
Email Address  
NeighborhoodServices@lodi.gov  
Address 221 W Pine Street  
PO Box 3006  
Lodi, CA 95241

COPY TO:

San Joaquin County  
Behavioral Health Services  
Attn: Contract Management  
1212 North California Street  
Stockton, CA 95202

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this Agreement, which shall be deemed effective on the day and year first written above.

COUNTY OF SAN JOAQUIN, a  
political subdivision of the State of California

Paul Canepa, Chairman Board of Supervisors

DATE:

ATTEST: Rachel DeBord

Clerk of the Board of Supervisors Of the County of San Joaquin State of California

By:

DATE:

APPROVED AS TO FORM

Office of the County Counsel

Claudine Sherron, Deputy County Counsel

DATE:

CITY OF LODI, a municipal corporation

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JAMES LINDSAY  
Acting City Manager

Attest:

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OLIVIA NASHED  
City Clerk

Approved as to Form:

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KATIE O. LUCCHESI  
City Attorney