

**MEMORANDUM OF AGREEMENT  
BETWEEN CONTRA COSTA COUNTY AND CONTRA COSTA COMMUNITY COLLEGE  
DISTRICT FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

This Memorandum of Agreement ("Agreement") is made and entered into on July 31, 2021, by and between Contra Costa Community College District, a community college district established pursuant to California law ("District"), 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 22, 2020, President Donald J. 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**, Contra Costa County has identified an overflow parking lot located at District's Diablo Valley College campus at 321 Golf Club Road, Pleasant Hill, California (the "Property"), as a suitable location for COVID-19 testing, COVID-19 vaccinations and services related thereto, and requested District to make a portion of the Property, depicted on Exhibit A attached hereto and incorporated herein by reference as the area outlined in white (the "Premises"), available for this purpose;

**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 July 31, 2021, and continue through December 31, 2021 (the "Term"), unless terminated early in accordance with Section 15 or extended by mutual agreement of the Parties. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to District the Premises in good order, condition and repair, excepting reasonable use and wear.

2. Use of Premises. County will have use of the Premises to set up and operate a site where members of the public can obtain COVID-19 services, such as COVID-19 testing and vaccinations ("COVID-19 Services Site"), and provide related security and sanitation services, through the Term of this Agreement, in accordance with all of the following

a. Days and Hours of Operation. The COVID-19 Services Site may operate Monday through Saturday, from 7 a.m. to 7 p.m. The COVID-19 Services Site may also operate on Sunday from 7 a.m. to 7 p.m. with prior written permission of District.

b. Nature of Use. Use of the Premises will be exclusive throughout the Term of this Agreement.

c. Entrance and Exit. Persons who will provide services at the Premises (“COVID-19 Services Site Staff”) and members of the community who come to the Premises may enter and exit the Premises through the southwesterly access point adjacent to Golf Club Road. Access through the southerly access point is authorized in emergencies only. District will open the Golf Club Road entrance gate no later than 7 a.m. each day of operation.

d. Portable Containers and Portable Structures. Portable storage containers and portable structures, in such number and type as is determined by County to be necessary for operation of the COVID-19 Services Site, may be placed on the Premises and used by COVID-19 Services Site Staff. The portable containers and portable structures, and any personal property contained in them, may remain on the Premises through the Term of the Agreement.

e. Portable Sanitation Facilities. Up to three portable toilets and up to three portable handwashing stations may be placed on the Premises and utilized by COVID-19 Services Site Staff and members of the community who come to the Premises. The portable sanitation facilities may remain on the Premises through the Term of the Agreement.

f. Generators. Generators, in such number and type as is determined by County to be necessary for operation of the COVID-19 Services Site, may be placed on the Premises and utilized to provide sufficient power to operate the COVID-19 Services Site. The generators may remain on the Premises through the Term of the Agreement.

g. Vehicle Parking. Staff and members of the community who come to the Premises may bring their vehicles into and park on the Premises during operation of the COVID-19 Services Site.

h. Traffic Control. County may place portable traffic control equipment, including but not limited to stanchions, cones, and signage, anywhere within the Premises. The equipment may remain on the Premises through the Term of the Agreement. To the extent reasonably necessary, County staff will assist with control of traffic flowing in and out of the Premises.

3. Payment. Given the public purpose of COVID-19 testing, COVID-19 vaccinations or services related thereto, District has agreed to the use of the Premises by County at no cost, through the Term of this Agreement.

4. Hazardous Materials. At the end of each day of use, County will remove all biohazardous materials from the Premises.

5. Janitorial Services. County shall be responsible for removing trash generated during the hours of operation.

6. Security; Damage; Loss. District shall provide security at the Premises during hours of operation. County shall be responsible for providing security services after-hours. District shall not be responsible for any damage to, or loss of, personal property utilized as part of the COVID-19 Services Site.

7. Improvements; Signs. County may not make any improvements or alterations to the Premises or construct or install any sign without the prior written consent of the District. County may place portable signs directing the public to the Premises.

8. 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 waives any such claim against District.

9. 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.
10. Injuries. To the extent that County or District 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.
11. Disclaimer of Condition of Premises. District 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 waives any claims against the District regarding the condition of the Premises.
12. 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.
13. Amendments. This Agreement may be amended by mutual consent of the Parties. Any amendment will be in writing, signed by both Parties.
14. 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.
15. Termination. Each Party may terminate this Agreement upon 30 days written notice to the other Party.
16. 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 District:**

Contra Costa Community College District  
 500 Court Street  
 Martinez, CA 94553  
 Phone No.: (925) 229-6955  
 Attn: Amy Sterry, Director of Purchasing  
 and Contract Services  
 E-mail: [asterry@4cd.edu](mailto:asterry@4cd.edu)

**For County:**

Contra Costa County Administrator's Office  
 1025 Escobar Street, 4<sup>th</sup> Floor  
 Martinez, CA 94553  
 Phone No.: (925) 655-2043  
 Attn: Timothy Ewell, Chief Assistant County Administrator  
 Email: [DOC.Logistics@cchealth.org](mailto: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.

17. 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.

18. 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.

19. 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 15 of this Agreement.

20. 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 District.

21. 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**

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Timothy Ewell  
Chief Assistant County Administrator

By: \_\_\_\_\_  
Dr. Bryan Reece  
Chancellor

By: \_\_\_\_\_  
Amy Sterry  
Director of Purchasing and Contract Services

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
District Counsel

Attachment: Exhibit A

# Exhibit A

## COVID-19 Services Site

