

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

This Amendment ("Amendment") to the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic is entered into _____, 2021, and effective as of August 31, 2021, between the City of Antioch, 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

- A. On January 5, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Nick Rodriguez Community Center (the "Premises"). The term of the MOU extended through July 31, 2021.
- B. On July 1, 2021, the Parties entered into an agreement to extend the term of the MOU through August 31, 2021.
- C. The Parties now wish to extend the term of the MOU through December 31, 2021, and change the portion of the Premises to be made available for operation of COVID-19-related services.

AGREEMENT

- 1. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on January 5, 2021, and continue through December 31, 2021 (the "Term"), unless terminated early in accordance with Section 19 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement on behalf of City. 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. Section 2 of the MOU is amended to read as follows:

Use of Premises. City shall make available a portion of the Premises, shown as the area with the dashed outline on Exhibit A attached hereto ("Testing Site"), for the exclusive use by County to provide COVID-19 testing, COVID-19 vaccinations 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.

The Testing Site shall be used for COVID-19 testing and COVID-19 vaccinations from Tuesday through Saturday, 7:00 a.m. to 7:00 p.m. with the option to open on the weekend after a written request by a County representative and approval from the City of Antioch. No other use of the Premises is allowed.

3. Exhibit A attached to the MOU is removed and replaced with Exhibit A attached hereto.
4. In all other respects, the terms of the MOU, as amended, are ratified and confirmed.

COUNTY OF CONTRA COSTA

CITY OF ANTIOCH

By: _____
Timothy Ewell
Chief Assistant County
Administrator

By: _____
Rowland E. Bernal, Jr.
City Manager

ATTEST:

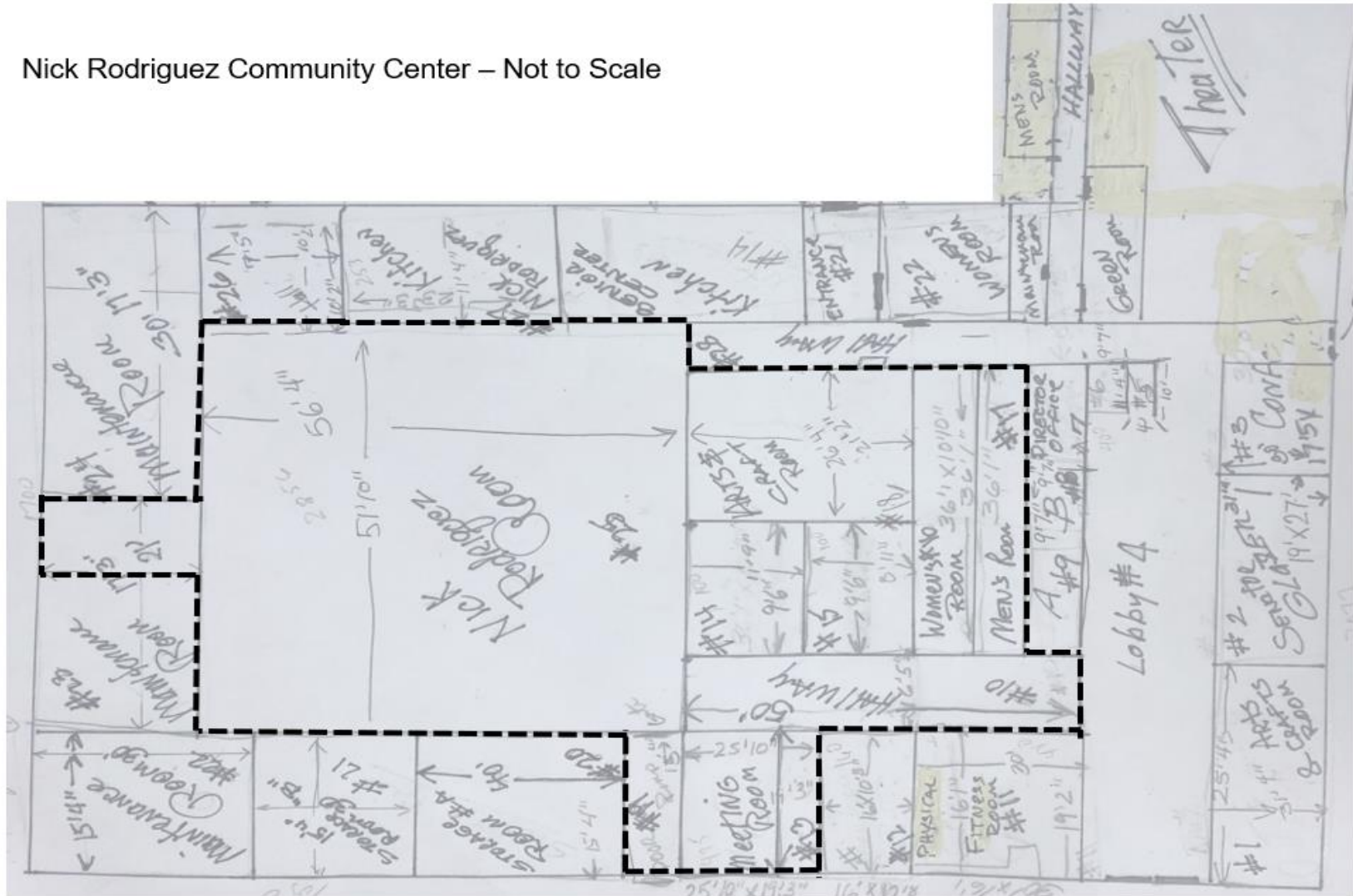
By: _____
Elizabeth Householder
City Clerk

Approved as to Form:

By: _____
Thomas Lloyd Smith
City Attorney

Exhibit A

Nick Rodriguez Community Center – Not to Scale



--- General Outline of Community Center space
Multi-Use room, Classrooms, NRCC Kitchen