

FIRST AMENDMENT TO JOINT USE AGREEMENT

RIVERVIEW MIDDLE SCHOOL
205 PACIFICA AVE., BAY POINT
BAY POINT LIBRARY

This first amendment is dated February 8, 2022 and is between Mt. Diablo Unified School District, a California public school district (the “**School District**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

A. The School District owns that certain property located at 205 Pacifica Avenue, Bay Point California, which is the location of the Riverview Middle School (the “**School Site**”). The School District operates a school library on the School Site.

B. The School District and the County are parties to a Joint Use Agreement dated March 31, 2020, under which the County is jointly using a portion of the school library as the public library (the “**Joint Use Agreement**”). That portion of the school library that is used by the County for the operation of a public library is the “**Premises**”.

C. Under the terms of the Joint Use Agreement, the School District is obligated to provide custodial services to the Premises, and the County will reimburse the cost.

D. The parties now desire to amend the Joint Use Agreement to remove the hourly rate to allow for increases to custodial services costs and include a provision that allows the County to hire unarmed security services at the Premises.

The parties therefore agree as follows:

Agreement

1. Section 6. Custodial Services is deleted in entirety and replaced with the following:

Custodial Services. The School District shall provide the following custodial services at the Premises: cleaning the floors, cleaning the bathroom(s), emptying trash receptacles, stocking the bathroom(s) with paper towels, soap and toilet paper. The County will reimburse the School District for the cost of custodial services that result from having the Premises open to the public in the evenings and on Saturday at the current contracted rate per hour per the School District budget, with a minimum of four hours per day. The School District will invoice the County for this cost quarterly in arrears.

2. Security Services. County, at its sole expense, shall furnish unarmed security services at the Premises during the hours when County staff is onsite.
3. All other terms of the Joint Use Agreement remain unchanged.

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School District and County are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

MOUNT DIABLO UNIFIED
SCHOOL DISTRICT

By: _____
Alison McKee
County Librarian

By: _____
Adam Clark, Ed.D.
Superintendent

RECOMMENDED FOR APPROVAL:

By: _____
Brian M. Balbas
Public Works Director

By: _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED AS TO FORM:
MARY ANN McNETT MASON,
County Counsel

APPROVED AS TO FORM:

By: _____
Kathleen M. Andrus
Deputy County Counsel

By: _____
Cesar A. Alvarado, Esq.
Assoc. General Counsel