

SECOND AMENDMENT MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF CONTRA COSTA AND THE
CITY OF SAN PABLO PERTAINING TO MUTUAL AID ASSISTANCE
PROVIDED TO RESPOND TO THE COVID-19 PANDEMIC

This Second Amendment to the Memorandum of Agreement (“Amendment”) is made and entered into on March ____, 2021, by and between the City of San Pablo, 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

WHEREAS, to respond to the COVID-19 pandemic, the County identified Davis Park Multi-Purpose Room at 1667 Folsom Avenue, City of San Pablo, California as a suitable location for COVID-19 Testing, and requested the City to make it available for this purpose as either a county, or state facilitated testing site; and

WHEREAS, the City and County entered into a Memorandum of Agreement between the County of Contra Costa and the City of San Pablo pertaining to Mutual Aid Assistance Provided to Respond to the COVID-19 Pandemic dated November 10, 2020 (“Agreement”) with a First Amendment executed to expand the hours of operation (“First Amendment”); and

WHEREAS, with the County now also administering a COVID-19 vaccine, and recognizing that flexibility is desired to respond to the needs of the San Pablo community during the COVID-19 pandemic, the Parties desire to further amend the Agreement to apply to both testing and vaccination sites at any mutually agreed upon City facility;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Section 1, “Term.”** Section 1, “Term” is amended to extend the Agreement through September 30, 2021, with the San Pablo City Manager continuing to be delegated the authority to extend the Agreement if the Parties mutually agree in writing. All other provisions in Section 1 of the Agreement remain in effect.
2. **Section 2, “Use of Premises.”** Section 2, “Use of Premises” is amended to provide that “Premises” shall be defined to include any City-owned facility for which the Contra Costa Health Services Director or designee and the San Pablo City Manager agree in writing to use for COVID-19 testing, vaccination or other COVID-19 public health purposes. Such use may not be exclusive such as the San Pablo Senior Center where paratransit operations continue to operate. Likewise, the term “Testing Site” shall be defined to include “Testing or Vaccination Site.” Such additional “Testing or Vaccination Sites” shall be identified by a map or description to be attached as an Exhibit to this Second Amendment. Exhibit A-1 showing the portions of the San Pablo Senior Center available for use as a Testing or Vaccination Site is attached and incorporated to this Second Amendment. City shall not be prohibited entry to any Testing or Vaccination Site. All other provisions in Section 2 of the Agreement remain in effect.
3. **Section 2.i, “City Staff.”** Section 2.i. is added to the Agreement:

City Staff. If City staff is available to assist County testing or vaccination operations by mutual agreement of the Parties, they will do so only as ancillary, disaster service

workers. If present, City staff will be responsible for opening and closing of the Premises. County shall remain solely responsible for the provision of health and medical services, as well as sanitation and janitorial services.

4. **Section 2.j, "Insurance."** Section 2.j. is added to the Agreement

Insurance. County shall ensure that any Contractor at the Testing or Vaccination Site shall not have access to Premises until either the County or the Contractor provides the City with a certificate of insurance and additional insured endorsement acceptable to the City with the following insurance coverage to be maintained throughout the term of the Agreement:

- a. Commercial general liability insurance of at least \$1,000,000 per occurrence for property damage, bodily injury, personal and advertising injury and products and completed operations. By endorsement, the policy shall state that this insurance will operate as primary insurance and City, its officers, employees and agents are named additional insureds.
 - b. Workers Compensation Insurance. Workers' Compensation Insurance and Employers' Liability for at least \$1,000,000 for all of Contractor's employees, including a waiver of subrogation.
 - c. Professional Liability Insurance for at least \$1,000,000.
5. All other terms of the Agreement and First Amendment shall remain in full force and effect.

COUNTY OF CONTRA COSTA

CITY OF SAN PABLO

By: _____
Anna Roth, Director
Contra Costa Health Services

By: _____
Matt Rodriguez, City Manager

ATTEST:

By: _____
Dorothy Gantt, City Clerk

APPROVED AS TO FORM:

Contra Costa County Counsel

By: _____
County Counsel

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland, City Attorney