

First Amendment to Joint Use Agreement  
Health Services Department – Health Clinic  
John F. Kennedy High School  
4300 Cutting Blvd, Ste. 505  
Richmond, CA

This first amendment is dated August 15, 2024, and is between WEST CONTRA COSTA 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 (“**County**”).

**Recitals**

A. The School District is the owner of certain property located at 4300 Cutting Blvd., in Richmond, California (the “**School Site**”). The School District and County are parties to a joint use agreement (the “**Agreement**”), dated May 14, 2014, under which the County operates a health clinic at the School Site located in Room 505 of Building 500, which consists of approximately 2,407 square feet of floor space (the “**Health Clinic**”).

B. The parties desire to amend the Agreement to modify the Term.

The parties therefore amend the Agreement as follows:

**Agreement**

1. All defined terms used but not defined in this first amendment have the meaning ascribed to them elsewhere in the Agreement.
2. Section 4. Term is deleted in its entirety and replaced with the following:

Term. The “**Term**” of this Agreement is 20 years, commencing on September 1, 2014, and ending August 31, 2034.

- 4.1 Renewal. If the parties renew this Agreement, each renewal period is a “**Renewal Term**.” Each Renewal Term will commence on the day following the last day of the prior term. Upon commencement of a Renewal Term, the Term of this Agreement will be deemed to mean the Term as extended by each Renewal Term.
- 4.2 Termination. Subject to Section 23, HRSA Rights, below, either party may terminate this Agreement at any time by giving the other party written notice at least one year prior to the proposed termination date. Subject to the County's agreement with HRSA, in the event of termination, the County shall leave the Health Clinic and all School District Property, as defined in Section 10.2, School District Property, below, in good working

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order, and shall remove only County Property, as defined in Section 10.1, County Property, below.

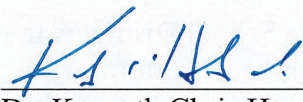
3. All other terms of the Agreement remain unchanged.

Lessor 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

WEST CONTRA COSTA UNIFIED  
SCHOOL DISTRICT, a California public  
school district

By: \_\_\_\_\_  
Warren Lai  
Public Works Director

By:   
\_\_\_\_\_  
Dr. Kenneth Chris Hurst Sr.  
Superintendent

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Margaret Eychner  
Senior Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel