

## FACILITIES JOINT USE AGREEMENT FOR USE OF DISTRICT PROPERTY AS A COVID-19 VACCINATION SITE

This FACILITIES JOINT USE AGREEMENT FOR USE OF DISTRICT PROPERTY AS A COVID-19 VACCINATION SITE (Agreement) is dated for identification purposes only this \_\_\_\_ day of February 2021, by and between the GILROY UNIFIED SCHOOL DISTRICT (DISTRICT), and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (COUNTY). DISTRICT and COUNTY are sometimes hereinafter each referred to as a “Party” and collectively as the “Parties”.

### RECITALS

A. WHEREAS, DISTRICT is the owner of that certain real property commonly identified as Gilroy High School, located at 750 W 10<sup>th</sup> St, Gilroy CA 95020 (hereinafter the “PROPERTY”); and

B. WHEREAS, COUNTY wishes to use a portion of the PROPERTY as a point of distribution (POD) site to provide and administer the COVID-19 vaccine to the general public as part of the Santa Clara County Public Health System’s mass vaccination effort; and

C. WHEREAS, COUNTY will administer vaccines through an appointment-based system with individuals who pre-register for an appointment in advance, potentially serving up to 1,000 persons per day at the PROPERTY; and

D. WHEREAS, the PROPERTY will be a critical, mass-vaccination site in southern Santa Clara County; and

E. WHEREAS, DISTRICT wishes to grant COUNTY joint use of the PROPERTY as shown on **Exhibit A** (JOINT USE AREA) as a COVID-19 vaccination site to facilitate the vaccination of persons in Santa Clara County; and

F. WHEREAS, the Parties do not intend this Agreement to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*; and

G. WHEREAS, the mass vaccination of Santa Clara County residents and workers is necessary to mitigate the COVID-19 pandemic and health emergency, and allow the eventual full reopening of businesses, schools and other activities, including the DISTRICT’S schools.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual benefits and promises contained herein, DISTRICT and COUNTY agree as follows:

1. **Allowed Use.** DISTRICT hereby grants to COUNTY a non-exclusive license to use the JOINT USE AREA, including ingress and egress, for the sole purpose of providing and administering COVID-19 vaccines to the public and subject to the terms and conditions of this Agreement. In addition, COUNTY shall use all reasonable efforts to comply with the District’s

Board Policies and Administrative Regulations in connection with the use of the JOINT USE AREA. Notwithstanding the reference to the use of the JOINT USE AREA as “non-exclusive”, COUNTY shall have the right to (i) exclude persons from certain areas of the JOINT USE AREA during the hours of operation of the vaccination program for health, safety, privacy and other vaccination program related purposes, and (ii) exclude persons from the Secure Room (defined below) as provided in this Section below.

- a. Days and Hours of Use. Commencing on February 12, 2021, COUNTY may enter the JOINT USE AREA to store equipment and medical supplies and to make improvements as described in subsection b below. Commencing on February 12, 2021, COUNTY may use the JOINT USE AREA for the provision and administration of the COVID-19 vaccine to individuals. The days and hours of operation shall be as agreed upon by the DISTRICT’S representative. DISTRICT may modify the days and hours of use if needed to reasonably accommodate DISTRICT’S needs; provided, however, the DISTRICT shall coordinate any modification in the days and hours of use at least 35 days prior to such modification to accommodate first and second doses of vaccine scheduling.
- b. Equipment; Security Improvements. COUNTY may maintain refrigerators and freezers (Authorized Equipment) to store vaccines in the JOINT USE AREA. COUNTY is further authorized to make the following improvements, at its own cost, to secure one room in the JOINT USE AREA approved by the DISTRICT (Secure Room):
  - (i) As requested by COUNTY, DISTRICT will change and install a new grade 1 lock to the Secure Room at the COUNTY’S sole expense. COUNTY shall have exclusive access to the Secure Room. DISTRICT shall not access the Secure Room except in case of emergency or as requested by COUNTY. DISTRICT shall provide five sets of keys to COUNTY for the Secure Room. If COUNTY desires to install a secondary lock (including a key pad/badged entry system, or lock box), such proposed installation shall require DISTRICT review and written approval by the DISTRICT. If approved by the Director, the approved installation would be required to be implemented, as well as removed at the end of the term of the Agreement, at COUNTY’s sole cost.
  - (ii) COUNTY may install an alarm system and a security camera system in the Secure Room to monitor the Authorized Equipment. The proposed installation shall require DISTRICT review and written approval by the DISTRICT. If approved by the DISTRICT, the approved installation would be required to be implemented, as well as removed at the end of the term of the Agreement, at COUNTY’s sole cost.
  - (iii) Within the Secure Room and across other applicable facilities to be used by the COUNTY, COUNTY may install or affix necessary IT

infrastructure, such as Wi-Fi mounts and related improvements, and emergency power backup, but each only with the prior review and written approval of the DISTRICT. If approved by the DISTRICT, the approved improvements would be required to be implemented, as well as removed at the end of the term of the Agreement, at COUNTY's sole cost.

- c. Vaccination Personnel and Supplies. COUNTY will provide all necessary personnel and supplies in order to conduct the vaccinations.
- d. Registration as Pharmacy. COUNTY will register the PROPERTY as a pharmacy with the State of California to the extent COUNTY uses the PROPERTY in a manner which requires registration under applicable law.
- e. Disposal of Special and Biohazard Waste. COUNTY shall comply with applicable laws and regulations regarding the storage and disposal of special and biohazard waste and shall arrange for the daily disposal of such waste from the JOINT USE AREA.
- f. Security. COUNTY shall be responsible for securing the JOINT USE AREA, including, but not limited to, any equipment and medical supplies stored thereon. COUNTY shall provide all necessary security personnel as follows:
  - i. Contract security Monday-Friday from 7:30 am-5:00 pm and 10:00 pm to 7:30 am,
  - ii. 1-2 unarmed officers during vaccine clinic open hours, and
  - iii. Coordination with Gilroy Police Department for patrol checks throughout clinic hours and at night.
- g. Parking. COUNTY shall have exclusive access to the parking lot located on Princeville Street for use by Santa Clara County employees, contractors, and vaccination site attendees to park their vehicles.

2. **Term and Termination.** The term of this Agreement shall begin on February 12, 2021 and continue until July 31, 2021 or until such time as either Party gives written notice of termination (which termination shall be without cause or penalty) to the other Party. Such written notice of termination shall be given at least 35 calendar days in advance of the effective date of termination.

3. **COUNTY's Responsibilities During Operations.**

- a. COUNTY shall be responsible for all activities related to the provision and administration of COVID-19 vaccinations, including, but not limited to, scheduling of appointments; implementing security measures; checking in and line management; traffic and parking management; sharps disposal and providing all required staffing, materials, supplies and equipment.

- b. COUNTY shall be responsible for all expenses related to the administration of COVID-19 vaccines, and any additional costs described in **Exhibit A**.
- c. COUNTY shall regularly meet and coordinate with DISTRICT on any operational changes anticipated, planned, or implemented, including increases or decreases in the volume of vaccinations per day.
- d. To the extent required by law or safety protocol, COUNTY shall maintain a staffed ambulance on the PROPERTY during hours of operation when vaccines are being administered.
- e. COUNTY shall provide wayfinding and directional signage onsite and in areas visible from the street. COUNTY shall coordinate with and receive approval from the DISTRICT with respect to the content, location, and placement of the signs.
- f. COUNTY shall ensure the public messaging for the use of the PROPERTY for COVID-19 vaccinations clearly states appointments are required and vaccinations are not available on a “first come, first served” or walk-in basis.
- g. COUNTY’s activities shall not interfere or conflict with other allowed uses of the PROPERTY.
- h. To facilitate coordination between the Parties, DISTRICT shall contact Serena Sy for communications regarding the COUNTY’S use of the PROPERTY.

4. **DISTRICT’S Responsibilities During Operations.**

- a. DISTRICT’S sole responsibility is to coordinate the use of the PROPERTY and facilities with the COUNTY. The DISTRICT has no obligation to make any payment of any kind to the COUNTY or any other party under this Agreement. Except for certain facility expenses and program support to be provided by DISTRICT as described on Exhibit A, all expenses related to conducting the vaccinations shall be borne by the COUNTY. In the event DISTRICT determines there are expenses incurred by the DISTRICT which the DISTRICT desires to have reimbursed by COUNTY and COUNTY has not already agreed on **Exhibit A** to reimburse DISTRICT for such expenses, DISTRICT shall review such expenses with COUNTY prior to charging COUNTY for such expenses, so that the COUNTY can assess the feasibility of such expenses and the need for the expenses going forward.
- b. To the extent DISTRICT’S operational needs allow, DISTRICT may, but has no obligation to (except as specifically provided on Exhibit A), provide assistance to COUNTY at the PROPERTY, including providing staffing to support the onsite registration/check-in of individuals with appointments, line management, and traffic operations management. DISTRICT and COUNTY will regularly coordinate regarding DISTRICT’S capacity to provide support, which DISTRICT will determine in its sole discretion.

- c. To facilitate coordination between the Parties and if no DISTRICT employee is onsite, COUNTY shall contact Dr. Deborah A. Flores for questions regarding use of the PROPERTY and DISTRICT assistance.

5. **Requirements and Restrictions on Use of Property and School Property.** Immediately upon completion of the use of the PROPERTY permitted by this AGREEMENT, or upon the expiration of the term or earlier termination of this AGREEMENT, whichever occurs first, COUNTY shall restore and clean the PROPERTY to substantially the same condition as it was existing prior to COUNTY's use, as determined by DISTRICT representatives. At that time, COUNTY shall remove from the PROPERTY any and all equipment or materials used in conducting the permitted activities. COUNTY shall repair any damage caused to the PROPERTY, including, but not limited to, the existing underground electric ducts, storm sewer and water lines, manholes and/or appurtenances located on, above or under the surface or in the walls of the Property. COUNTY expressly acknowledges its financial obligation to fulfill the conditions of this Section promptly. Immediately upon restoration of the PROPERTY, COUNTY shall conduct a walk-through of the PROPERTY with DISTRICT representatives to ensure that the PROPERTY is restored to the satisfaction of the DISTRICT. The PROPERTY is a smoke free environment, and no smoking is allowed in or on the DISTRICT'S buildings or grounds. COUNTY shall be fully responsible for all damage or loss of school property or equipment during the time the PROPERTY is in use under this Agreement, except in the case of the negligence or willful misconduct of the DISTRICT. No school property or equipment shall be taken off the PROPERTY.

6. **No Property Interest.** DISTRICT and COUNTY expressly acknowledge this Agreement does not constitute a deed or grant of an easement or any other real property interest by DISTRICT but rather constitutes a limited grant of permission by DISTRICT to COUNTY to use the PROPERTY, and remains subordinate to the right of DISTRICT to use the PROPERTY in its sole discretion.

7. **Hazardous Materials.** COUNTY shall not store any hazardous materials on the PROPERTY. The term "Hazardous Materials" shall mean any substance or material that is designated, defined, or described as a "hazardous materials," "hazardous substances," "hazardous wastes," "toxic substances," or "toxic waste" in or under any Federal, State, or local law, rule, or regulation, whether in effect now or enacted in the future (collectively "Hazardous Materials"). The term "Hazardous Materials Release" shall mean the use, disposal, presence, or release of Hazardous Materials from, in, on, or under the PROPERTY, unless such use, disposal, presence, or release was conducted in compliance with all applicable laws, rules, and regulations, and it will not create any liability for DISTRICT now or in the future, or it has been explicitly approved in writing by DISTRICT.

If COUNTY knows or receives notice of any Hazardous Materials Release on the JOINT USE AREA or related to its activities on the PROPERTY, COUNTY shall immediately give DISTRICT written notice thereof, together with a copy of any notice and related documentation received.

Should any Hazardous Materials Release occur upon or from the JOINT USE AREA during the term of this Agreement, or related to COUNTY's activities on the PROPERTY

under this Agreement, COUNTY, at its own expense, shall investigate, remove, remediate, and otherwise clean all property affected thereby to the satisfaction of DISTRICT (insofar as the property owned or controlled by DISTRICT is concerned) and of any governmental body having jurisdiction thereof.

To the fullest extent permitted by law, COUNTY shall indemnify, hold harmless, and defend DISTRICT from and against all liability, claims, damages, loss, costs, and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering, and construction costs) (collectively "Claim") suffered or incurred by DISTRICT to the extent resulting from COUNTY's breach of this Section, or resulting from any Hazardous Materials Release related to COUNTY's activities on the PROPERTY under this Agreement occurring at any time during the term of this License, regardless of whether such Claim arises during or after the term.

The provisions of this Section shall survive the expiration or termination of this Agreement.

8. COUNTY shall at all times maintain the JOINT USE AREA in a safe condition and good appearance to the reasonable satisfaction of the Community Services Director of DISTRICT. Failure to maintain the JOINT USE AREA in such condition and appearance shall be considered a material breach of this Agreement which may, in DISTRICT'S sole discretion, result in termination of this Agreement.

9. **Insurance.**

- a. Commercial General Liability Insurance. COUNTY shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate.
- b. Automobile Liability Insurance. COUNTY shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.
- c. Professional Liability Insurance. COUNTY shall obtain and maintain Professional Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per claim. Professional Liability insurance must be maintained and evidence of insurance shall be provided to DISTRICT for at least three (3) years after completion of work under this Agreement.
- d. Workers' Compensation Insurance. COUNTY shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to DISTRICT.



f. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to DISTRICT'S approval. Original Certificates of Insurance with endorsements shall be received and approved by DISTRICT before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to DISTRICT or increase the duration of the project.

g. Other Insurance Provisions:

(1) If COUNTY maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or the higher limits maintained by COUNTY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

(2) The DISTRICT, its board members, officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by the DISTRICT.

(3) For any claims related to COUNTY's services pursuant to this Agreement, COUNTY's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to DISTRICT, its board members, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its board members, officers, officials, employees, and volunteers shall not contribute to it.

(4) COUNTY grants DISTRICT a waiver of any rights to subrogation which any insurer of COUNTY may acquire against DISTRICT by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not DISTRICT has received a waiver of subrogation endorsement from the insurer.

(5) COUNTY shall provide thirty (30) days' notice to DISTRICT in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event COUNTY employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of COUNTY to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by DISTRICT or acceptance of the Certificate of Insurance by DISTRICT shall not relieve or decrease the extent to which COUNTY may be held responsible for payment of damages resulting from COUNTY's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of DISTRICT'S rights to insurance coverage hereunder.

(8) If, for any reason, COUNTY fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of

Agreement. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from COUNTY resulting from said breach.

(h) Notwithstanding anything to the contrary in this Section 9, in the event COUNTY self-insures for any of the coverage required above, COUNTY's self-insurance shall satisfy the requirements of this Section 9 so long as COUNTY provides DISTRICT with a Certificate addressed to DISTRICT setting forth the type of self-insurance maintained by COUNTY.

10. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, COUNTY hereby releases and agrees to protect, defend, hold harmless and indemnify DISTRICT, its board members, officers, employees, agents, and volunteers, from and against all claims, injuries, liabilities, loss, costs, expenses or damages (including reasonable attorneys' fees), including without limitation, personal injury, property damage, and death, to the extent arising out of, occurring by reason of, or in any way connected with, (i) COUNTY's negligence or willful misconduct in connection with its use of the PROPERTY or exercise of its rights under this AGREEMENT or (ii) the acts or omissions of DISTRICT personnel who are providing on-site support for COUNTY's activities under this AGREEMENT which actions or omissions are done under the direction of COUNTY; provided, however, COUNTY's indemnification shall not include claims arising out of the gross negligence or willful misconduct of DISTRICT. Without limiting the generality of the foregoing, COUNTY's obligations hereunder shall apply to any claims related to the negligent or willful misconduct of COUNTY in connection with the administration and effects of the vaccine on persons. The provisions of this Section shall survive the expiration or termination of this Agreement.

11. DISTRICT will protect, defend, hold harmless and indemnify COUNTY, its council, officers, employees, agents, and volunteers, from and against all claims, injuries, liabilities, loss, costs, expenses or damages (including reasonable attorneys' fees), including without limitation, personal injury, property damage, and death, to the extent arising out of, occurring by reason of, or in any way connected with DISTRICT'S gross negligence or willful misconduct.

12. **Applicable Laws.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

13. **Legal Proceedings.** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, the parties agree to engage in good faith negotiations to attempt to resolve the matter. In the event of any action at law or in equity, including an action for declaratory relief, between the parties arising out of or relating to this AGREEMENT, then the prevailing party in such action will be entitled to recover from the other party a reasonable sum as attorneys' fees and costs. The prevailing party will be determined in accordance with Civil Code Section 1717(b)(1) or any successor statute. The prevailing party will also be entitled to its reasonable attorneys' fees and costs in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and will survive the merger of this AGREEMENT into any judgment on this AGREEMENT.



14. **Nondiscrimination.** COUNTY shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

15. **District Employees Eligible to be Vaccinated at the Property.** All DISTRICT employees, when eligible to be vaccinated in accordance with State and local guidelines, shall be permitted to be vaccinated at the PROPERTY regardless of the type of insurance coverage such employees hold, at no cost to DISTRICT or the employee. For the avoidance of doubt, this provision in no way conveys any preferential treatment for receiving the COVID-19 vaccine to any group including DISTRICT employees, nor does it prohibit the County Health System from billing the insurance providers for vaccine administration to DISTRICT employees.

16. **Amendment.** This Agreement may be amended in writing and signed by both Parties.

17. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

18. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

19. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

20. **Waiver.** The failure of DISTRICT to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that DISTRICT may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

21. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

22. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

23. **Compliance with Law.** COUNTY shall comply with all applicable laws and regulations of the Federal, State, and local government. COUNTY specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Center for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and DISTRICT'S protocols related to

COVID-19 as well as its Board Policies, administrative regulations relating to use of its facilities in general. DISTRICT represents and warrants that use of the Property by the COUNTY as contemplated in this Agreement does not violate the DISTRICT's Board Policies and in the event any specific actions or omission of the COUNTY violate such Board Policies, the COUNTY shall be given reasonable prior notice to cure such violations.

24. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To DISTRICT:      Gilroy Unified School District  
                              7810 Arroyo Circle  
                              Gilroy, CA 95020  
                              Attention: Alvaro Meza

To COUNTY:        County of Santa Clara  
                              70 West Hedding Street  
                              11<sup>th</sup> Floor  
                              San José, California 95110  
                              Attention: County Executive

With a copy to:

County of Santa Clara  
 70 West Hedding Street  
 11<sup>th</sup> Floor  
 San José, California 95110  
 Attention: County Counsel

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Agreement between the Gilroy Unified School District and the County of Santa Clara is executed by DISTRICT and COUNTY.

“DISTRICT”:  
GILROY UNIFIED SCHOOL DISTRICT

“COUNTY”:  
COUNTY OF SANTA CLARA,

By: \_\_\_\_\_  
Name: Dr. Deborah A. Flores  
Title: Superintendent

By: \_\_\_\_\_  
Name: Jeff Smith  
Title: County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary T. Hernandez, General Counsel  
Garcia Hernandez Sawhney, LLP

\_\_\_\_\_  
Karen M. Willis, Deputy County Counsel

## EXHIBIT A

### JOINT USE AREA

COUNTY will have access to the following spaces of the PROPERTY as shown in red outline on Exhibit A-1:

1. Main gym and auxiliary gym, including the open gymnasium areas, team rooms, entrance foyers, and other mutually agreed upon rooms within the gym buildings
2. Mutually agreed-upon room for a County staff break area and/or as a backup vaccination facility
3. Choir room or other mutually agreed-upon locations for secured storage of vaccination freezers and refrigerators, along with sufficient adjacent space for a backup generator
4. Restrooms for County staff and public
5. Student parking lot off Princeville Street
6. Space to park on-site ambulance
7. Associated ingress and egress for County staff and public for the vaccination program
8. Other ancillary facilities requested by County and approved by District

### PROGRAM SUPPORT

DISTRICT shall provide the following program support at no cost to COUNTY:

1. Re-key of rooms used for vaccination program
2. Access to data/Wi-Fi. COUNTY will at its own cost establish an as-needed network with multiple access points
3. County permission to install special freezers and refrigerators, and permission to install associated security measures to the freezers and refrigerators
4. Power distribution to vaccination stations, registration, ancillary staff, including use of charging carts
5. Tables, chairs and white boards from District inventory
6. Stanchions, traffic cones, and other similar dividers from District inventory
7. Installation and use of floor covers for the main gym and auxiliary gym

DISTRICT may charge COUNTY for the following program support:

1. In the event COUNTY does not provide its own custodial services (or separately contract with a third party to provide such services), DISTRICT may charge COUNTY a fee for custodial and “porter” services for the operation of the Program, including, emptying trash, supplying trash bags, thorough cleaning of vaccination facilities at the end of each day, monitoring/cleaning/ supplying restrooms, garbage disposal (including third party hauling fees), breaking down cardboard recycling, and associated tasks. COUNTY must pay DISTRICT for any over-time, weekend and holiday pay for DISTRICT janitorial staff with a two hour minimum per day, at the following rates:
  - Rate of \$35/hour on weekdays
  - Rate of \$54.50/hour on weekends

- Rate of \$70/hour on holidays
- 2. In the event the COUNTY elects not to use the service provided, in #1, COUNTY shall separately reimburse DISTRICT for DISTRICT's increased out of pocket expenses in disposing of the garbage created by COUNTY's use of the Joint Use Area, provided, however, COUNTY will separately contract and pay for "sharps disposal".
- 3. If DISTRICT determines that DISTRICT's staff is needed to open and close the Joint Use Area each morning and night for COUNTY's use, DISTRICT may charge the COUNTY for the staff time needed to open and close the site, at the following rates:
  - Rate of \$35/hour on weekdays (with a minimum fee of two hours per each opening and closing)
  - Rate of \$54.50/hour on weekends (with a minimum fee of two hours per each opening and closing)
  - Rate of \$70/hour on holidays (with a minimum fee of two hours per each opening and closing)
- 4. COUNTY shall be responsible for reimbursing DISTRICT for any increase in utility charges due to COUNTY's use of the Joint Use Area.
- 5. COUNTY shall be responsible for reimbursing DISTRICT for any increase in DISTRICT's insurance premiums required in connection with the commencement of COUNTY's activities under this Agreement.

# EXHIBIT A-1

## SITE PLAN



### Gilroy High School

750 West 10th Street Gilroy, CA 95020  
P: (669) 205-5400 | F: (408) 847-3505

