

**CITY OF COSTA MESA
AMENDMENT NUMBER ONE
TO TEMPORARY LICENSE AGREEMENT**

This Amendment Number One to Temporary License Agreement ("Amendment") is made and entered into this 31st day of January, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation (hereinafter referred to as "City") and COVID CLINIC, INC., a California nonprofit corporation (hereinafter referred to as "Licensee"). Licensee and City may sometimes hereinafter be referred to individually as "Party" or jointly as "Parties."

WHEREAS, City and Licensee entered into a Temporary License Agreement dated October 4, 2021 for Licensee's use of a portion of the Costa Mesa Senior Center to provide coronavirus (COVID-19) vaccinations and COVID-19 testing services ("Agreement"); and

WHEREAS, City and Licensee desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2 (Use of Property) of the Agreement shall be amended to read as follows:

2. Use of Property. The portion of the Property designated by the City for Licensee's use shall be used solely for the purpose of providing free coronavirus (COVID-19) vaccinations and free and fee-based COVID-19 testing services, including installing and maintaining a testing kiosk or similar structure, in a form approved by City, administered by employees of Licensee in order to meet the social needs of the population and serve a valuable public purpose, which is consistent and compatible with the mission of the City and Licensee. Licensee shall not use the Property for any other purpose or business without first obtaining City's written consent.

Licensee agrees that vaccination services and testing services shall be provided by appointment only; provided, however, that Licensee may provide walk-in testing services for law enforcement, firefighters, paramedics, and healthcare workers. Licensee agrees to give priority for COVID-19 testing services to City personnel. City agrees to pay the costs associated with COVID-19 testing services for City personnel.

Licensee's COVID-19 vaccination services and testing services shall be provided in accordance with the following schedule:

a. Days and Hours of Use:

Mondays	Tuesdays	Wednesdays	Thursdays
8:00 a.m.-5:00 p.m.	1:00 p.m.-5:00 p.m.	8:00 a.m.-5:00 p.m.	8:00 a.m.-5:00 p.m.

b. Duration of Use: October 4, 2021 – June 30, 2022

Notwithstanding the foregoing, Licensee acknowledges and agrees that the Property will be closed on January 17, 2022, February 21, 2022 and May 30, 2022 due to holiday closures and Licensee will not be permitted to use the Property on such dates.

The City reserves the right to change the above-mentioned dates, times and/or the City property at which the Kiosk may be placed at any time upon written notice to Licensee. Any such changes will be evidenced by a written amendment to this Agreement executed by the Parties.

2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA



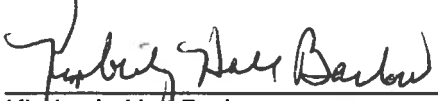
Lori Ann Farrell Harrison
City Manager

LICENSEE




Wendy Dahl
Chief Growth Officer

APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

ATTEST:



Brenda Green
City Clerk

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management