



Health Care Agency
Capistrano Unified
School District
COVID-19 Testing

DONATED SPACE AGREEMENT

THIS IS A DONATED SPACE AGREEMENT executed _____, 2021~~10~~, by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, hereinafter referred to as “**Donor**” and the COUNTY OF ORANGE, hereinafter referred to as “**County**,” without regard to number or gender. County and Donor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

1. In consideration of the agreements herein contained, Donor hereby grants to County rent-free use of that certain property (“**License Area**”) described as:

Serra High School, 31422 Camino Capistrano, City of San Juan Capistrano, County of Orange, State of California; parking lot off ~~El Camino Real~~ Camino Capistrano as shown in Exhibit A.

The License Area shall be used for purpose of providing medical testing for COVID-19 (“COVID-19 Testing”), administered by employees of the County, State of California and/or their vendors or service providers 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 County. Such COVID-19 Testing, and use of this License, shall be in accordance with the following schedule:

A. Days of Use Wednesdays and Saturdays, excluding County and national holidays

B. Hours of use Wednesdays: 1:30 p.m. to 7:00 p.m.
 Set-Up: 1:30 p.m. to 2:00 p.m.
 Testing for CUSD Staff: 2:00 p.m. to 3:00 p.m.
 Testing for Public: 3:00 p.m. to 7:00 p.m.

Saturdays: 9:00 a.m. to 3:00 p.m.
 Set-Up: 8:30 a.m. to 9:00 a.m.
 Testing for CUSD Staff: 9:00 a.m. to 10:30 a.m.
 Testing for Public: 10:30 a.m. to 3:00 p.m.

County agrees to set aside the initial 60 minutes on Wednesdays, and initial 90 minutes on Saturdays for exclusive testing of District employees as needed.

C. Frequency of use Year Round

The Parties agree that the COVID-19 Testing meet the social needs of the population and directly benefit the Donor’s mission and goals. The Parties also agree that the value of the services being provided by County pursuant to this Donated Space Agreement are comparable to the value of the License Area being provided to the County by Donor, and to the extent the COVID-19 Testing continues to be offered as stated above, there will be no fee for this Donated Space Agreement.

The Parties reserve the right to change the above-mention date, time and/or License Area at any time upon written notice. Changes to License Area and scheduling must be agreed upon by both Parties.

2. Donor shall supply all repair, maintenance, janitorial supplies and services to the License Area.
3. Donor shall be responsible for all charges for utilities supplied to the License Area.
4. The Donor shall provide County with access to a designated restroom facility, whether existing or portable, within reasonable distance from License Area, for exclusive use by County, its officers, agents, and employees during the use of this Donated Space Agreement. The Donor shall provide County with prior notice as to the location of the designated restroom facility, which may from time to time be changed at the sole discretion of the Donor with prior notice to County.
5. County shall indemnify and save harmless Donor, its board members, officials, officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which Donor, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to properties as a result of, or arising out of, the sole negligence of County, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the occupancy and use of the License Area by County.

Likewise Donor shall indemnify and save harmless County, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which County, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to properties as a result of, or arising out of, the sole negligence of Donor, its officers, agents, employees, invitees, or licensees, in connection with the ownership, maintenance, or use of the License Area.

Notwithstanding the foregoing, the monetary limitation of the indemnification provided by County and Donor shall not exceed One Million Dollars (\$1,000,000) for each party.

6. The County agrees to maintain insurance consistent with the insurance requirements contained in Exhibit B, through the term of this agreement.
7. This agreement shall continue indefinitely, but may be terminated by either Party hereto at any time by giving thirty (30) days written notice addressed to:

COUNTY

County of Orange
Health Care Agency
405 West 5th Street, Suite 203
Santa Ana, Ana 92701

DONOR

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Attention: Clark Hampton, Deputy
Superintendent

With a copy to:

With copy to:

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

CUSD Facilities Department
33122 Valle Road
San Juan Capistrano, CA 92675

Attention: John Forney, Chief Facilities
Officer

8. This Donated Space Agreement may be executed in one or more counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument. An electronic signature shall be deemed as an original for purposes of this Donated Space Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first above written.

APPROVED AS TO FORM:

Office of County Counsel

By _____
Deputy County Counsel

Date: _____

CAPISTRANO UNIFIED SCHOOL
DISTRICT,

a California public school district

By _____
Clark Hampton, Deputy Superintendent

Date: _____

RECOMMENDED FOR APPROVAL:

CEO/RISK MANAGEMENT

By _____

HEALTH CARE AGENCY

By _____
Director of Administrative Services

COUNTY EXECUTIVE OFFICE

By _____
Administrative Manager

COUNTY

COUNTY OF ORANGE

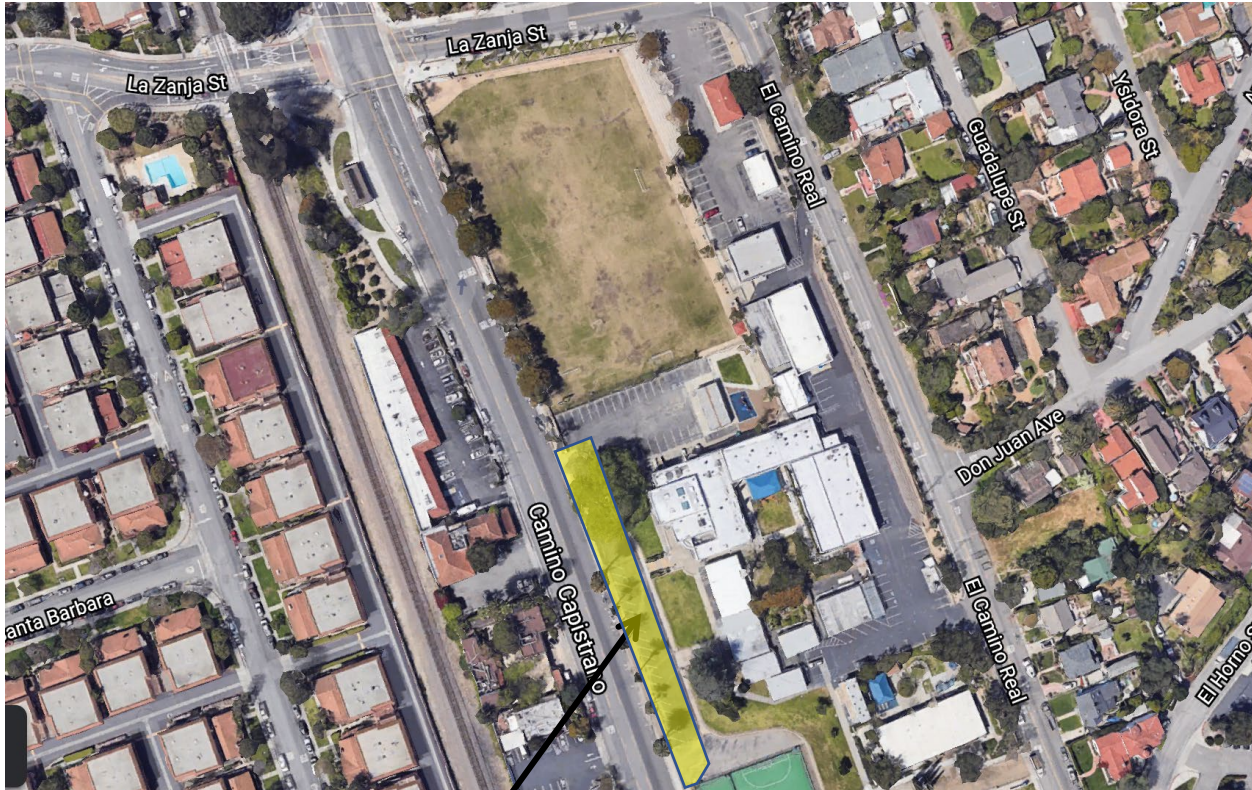
By _____

Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Resolution No. 20-016 dated March 10, 2020 of
the Board of Supervisors

Date: _____

EXHIBIT A

Serra High School
31422 Camino Capistrano
City of San Juan Capistrano



License Area

EXHIBIT B

INSURANCE REQUIREMENTS

County Insurance: County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of \$1,000,000 per occurrence and auto liability with a minimum limit of \$1,000,000 per occurrence, Worker's Compensation with statutory limit and Employers' Liability insurance with a \$1,000,000 limit. Evidence of the County's self-insurance shall be provided upon request, with Capistrano Unified School District, its board members, officials, officers, agents, employees and volunteers, named as an Indemnified Party on the County's program of self-insurance.