

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
John Forney, Chief Facilities Officer

Date: September 15, 2021

Board Item: Donated Space Temporary Right-of-Entry Agreement for Use of Certain Sites to be determined by the District for COVID-19 Vaccine Center(s) – County of Orange for Voluntary Vaccines

HISTORY

This is a new item. Currently, the County is working with staff to determine sites for public COVID-19 vaccinations. The space would be donated to the County of Orange at no cost.

BACKGROUND INFORMATION

The District is interested in contributing to COVID-19 vaccination site(s) to the County and provide additional vaccine opportunities for District employees. Vaccines are not mandatory for employees or students and this service would be provided as a convenient option for voluntary vaccines.

CURRENT CONSIDERATIONS

The area will be used for the purpose of providing COVID-19 vaccinations, administered by employees of the County, State of California and/or their vendors or service providers. The COVID-19 vaccines will occur on selected weekdays excluding County and national holidays and will take place after school hours. Families and employees will use this service as a convenient option for voluntary vaccines. The County agrees to set aside time for exclusive use for District employees as needed. The agreement will be effective upon execution and will continue indefinitely on a month-to-month basis. The agreement may be terminated by either party at any time with a 30 day written notice.

FINANCIAL IMPLICATIONS

The District will provide custodial support to open site(s) and disinfect restrooms after use.

STAFF RECOMMENDATION

It is recommended the Board approve the Temporary Right-of-Entry Agreement for donated space use of certain sites to be determined by the District for COVID-19 vaccine center(s) with the County of Orange for voluntary vaccines.

PREPARED BY: John Forney, Chief Facilities Officer

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services



TEMPORARY RIGHT-OF-ENTRY AGREEMENT

THIS IS A TEMPORARY RIGHT-OF-ENTRY AGREEMENT (“**Agreement**”) executed on _____ 2021, by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, (hereinafter referred to as “**Donor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (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. PURPOSE: In consideration for and in an effort to facilitate vaccinations for COVID-19 administered by employees of the County, State of California and/or their vendors or service providers (“COVID-19 Vaccinations”), Donor hereby grants to County rent-free use of that certain real property (“**License Area**”) on the dates, times, and location(s) described as follows:

- Location School(s) located within the Capistrano Unified School District.

 Specific school(s) to be determined by Donor.
- Days of Use Monday to Friday, excluding County and national holidays
- Hours of use After-school hours of operation

 County may set aside the initial 60 minutes for vaccinations of Donor’s employees, students and families as needed.

Donor reserves the right to change the above-mentioned dates, times and/or License Area upon prior written notice to County consistent with Section 7, below, so long as the License Area is of comparable size and value and County access is of similar duration.

The Parties agree that the COVID-19 Vaccinations meet the social needs of the population and directly benefit the Donor’s mission and goals. The Parties also agree that to the extent such services may benefit the District’s teachers, staff, students, and community, the value of the services being provided by County pursuant to this Agreement are comparable to the value of the License Area being provided to the County by Donor, and to the extent the COVID-19 Vaccinations continue to be offered as stated above, there will be no fee for this Agreement.

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. Donor hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board (“**County Entities**”), with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the

ownership, maintenance, or use of the License Area, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees. Said defense of County shall include the cost of defense (including attorney fees) of any lawsuit arising therefrom.

County hereby agrees to indemnify, hold harmless, and defend Donor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by the County or County Entities, except for liability arising out of the negligence of Donor, its officers, agents, or employees. Said defense of Donor shall include the cost of defense (including attorney fees) of any lawsuit arising therefrom.

In the event either Party is named as co-defendant, each Party shall notify the other of such fact upon written notice consistent with Section 7. In the event judgment is entered against County and Donor because of the concurrent negligence of County and Donor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

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.

5. 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.

6. In the event of a dispute between Donor and County concerning claims arising out of this Agreement, or in any action or proceeding brought to enforce or interpret any provision of this Agreement or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

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7. This Agreement shall continue for a period of twelve (12) months, unless further extended by the Parties, 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, CA 92701

DONOR

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

Attention: Clark Hampton
Deputy Superintendent

With a copy to:

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

8. All written notices pursuant to this Agreement shall be addressed as set forth above or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

9. This 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 Agreement.

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

APPROVED AS TO FORM:

CAPISTRANO UNIFIED SCHOOL DISTRICT

Office of County Counsel

By _____
Deputy County Counsel

By _____
Clark Hampton, Deputy Superintendent

Date: _____

Date: _____

COUNTY

COUNTY OF ORANGE

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

Date: _____