

## ATTACHMENT H

### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE AUTHORIZING THE CHIEF REAL ESTATE OFFICER, OR DESIGNEE, TO ACCEPT DONATED SPACE AGREEMENTS ON BEHALF OF THE COUNTY OF ORANGE

April 13, 2021

WHEREAS, Government Code Section 25355 permits the Board to delegate the authority to accept “any gift, bequest, or devise made to or in favor of the county;” and

WHEREAS, donated space agreements (“DSA(s)”) are property arrangements whereby County agencies are allowed to occupy and provide certain services on property owned by another entity without the payment of rent; and

WHEREAS, DSAs are used by various County agencies to provide services such as: public health testing, vaccinations, therapeutic care for children, elder care services, nutritional counseling, welfare to work programs and children and facility services; and

WHEREAS, consistent with Government Code Section 25355, the Board desires to delegate the authority to execute DSAs to the Chief Real Estate Officer or designee under certain circumstances, as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that:

1. The Chief Real Estate Officer, County of Orange, or designee, is hereby the authorized to accept and execute donated space agreements, in substantially the form attached as Exhibit A, that allow the County use of non-County office space on a rent-free basis, when the following criteria are met:
  - a. The donor has provided proof of insurance coverage consistent with the attached form.
  - b. The acquisition of the property interest has been approved by the Chief Real Estate Officer, County of Orange, or designee and the acquiring agency/department; and the acquisition documents have been approved by County Counsel.

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- c. The Chief Real Estate Officer, County of Orange, or designee, may make non-material modifications to the attached form that do not increase the County's liability or obligations.
2. The Board of Supervisors hereby directs the Chief Real Estate Officer, County of Orange, or designee, to submit an annual report to the Board of the property interests accepted under this authority, however, in the event that any interests accepted are valued at more than \$10,000, those shall be reported on a quarterly basis.

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## EXHIBIT A

### DONATED SPACE AGREEMENT

THIS IS A DONATED SPACE AGREEMENT (“Agreement”) executed \_\_\_\_\_, 2021, by and between \_\_\_\_\_ (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 \_\_\_\_\_ by County (“\_\_\_\_\_”), Donor hereby grants to County rent-free use of that certain property (“License Area”) on the dates, times, and location(s) described as follows:

• \_\_\_\_\_

Donor reserves the right to change the above-mentioned dates, times and/or License Area upon prior written notice to County consistent with Section 6, below, so long as the License Area is of comparable size and value and County access is of similar duration.

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, 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 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, 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 of any lawsuit arising therefrom.

In the event County is named as co-defendant, Donor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County elects and undertakes to represent itself as co-defendant in such legal action, in which event Donor shall pay County’s litigation costs, expenses and attorneys’ fees. 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.

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**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. 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.

6. This Agreement shall continue indefinitely on a month-to-month basis, but may be terminated by either Party hereto at any time by giving thirty (30) days written notice addressed to:

COUNTY  
Agency

DONOR

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

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7. 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.

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

APPROVED AS TO FORM:

DONOR

Office of County Counsel

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

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

By \_\_\_\_\_

AGENCY

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Director

COUNTY EXECUTIVE OFFICE

COUNTY

COUNTY OF ORANGE

By \_\_\_\_\_  
Administrative Manager

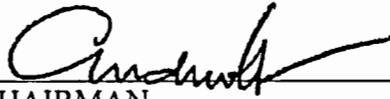
\_\_\_\_\_  
Thomas A. Miller, Chief Real Estate Officer  
County Executive Office Per Minute Order  
dated \_\_\_\_\_ of the Board of Supervisors .

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

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The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 13, 2021, to wit:

AYES: Supervisors: LISA A. BARTLETT, DONALD P. WAGNER, KATRINA FOLEY, DOUG CHAFFEE, ANDREW DO  
NOES: Supervisor(s):  
EXCUSED: Supervisor(s):  
ABSTAINED: Supervisor(s):

  
CHAIRMAN

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.



  
ROBIN STIELER  
Clerk of the Board  
County of Orange, State of California

Resolution No: 21-031  
Agenda Date: 04/13/2021  
Item No: 43



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy