



Rose Salgado
Director of Facilities Management

USE PERMIT

THIS USE PERMIT IS ISSUED as of the 7th day of January 2021, by the City of Wildomar, a California municipal corporation and the Wildomar Cemetery District, a subsidiary district of the City of Wildomar ("Permittors"), located at 23873 Clinton Keith Rd Ste 201, Wildomar, CA 92595 to:

PERMITTEE: COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Facilities Management, Real Estate Division
3133 Mission Inn Avenue
Riverside, CA 92501

REQUESTOR: Emergency Operation Center, on behalf of the Riverside University Health System – Public Health ("RUHS")
4080 Lemon Street
Riverside, CA 92501
Contact Person: Amber Norman
Ph. (951) 536-8932

RECITALS

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to exist in California as a result of the novel coronavirus (COVID-19);

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors proclaimed a local health emergency due to the introduction of COVID-19 in Riverside County;

WHEREAS, in the days following, numerous local and state governmental orders were issued, including orders from the Riverside County's Health Officer and Director of Emergency Services that, among other things, instituted stay at home orders, prohibited congregating or having public or private gatherings regardless of size, and closed all non-essential operations and facilities (including county facilities), with all such orders being consistent with and incorporating by reference the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Orders N-25-20 and N-33-20 (Stay at Home order dated March 19, 2020), and all associated orders due to and in response to COVID-19;

Facilities Management

3133 Mission Inn Ave.
Riverside CA 92507
Main Line: 951.955.3345 Fax: 951.955.4828
Facilities Emergency 24-Hour Line: 951.955.4850

**Project Management Office
Maintenance & Custodial
Real Estate & Parking
Energy Efficiency
Administration**

WHEREAS, RUHS has entered into an agreement with Curative, Inc. which will do business in California as Curative Bio Inc., a Delaware Corporation ("CURATIVE") whereby CURATIVE will provide COVID-19 testing services throughout Riverside County ("Agreement"); and

WHEREAS, RUHS has requested the County of Riverside to locate and host COVID-19 testing sites throughout Riverside County and operated by CURATIVE pursuant to the Agreement; and

WHEREAS, Permittor desires to issue this Use Permit ("Permit") to Permittee in order to allow RUHS, through its third-party contractor, CURATIVE, to provide COVID-19 testing.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Permittor and Permittee agree as follows:

1. Permittee is hereby authorized to use the location(s) as indicated below for the purpose of allowing RUHS, through its third-party contractor, CURATIVE, to provide COVID-19 testing.

<u>Location(s)</u>	<u>Rental Fee:</u> \$ Not Applicable
Wildomar Little League Field 21400 Palomar Street APN: 376060016 Wildomar, CA 92595	

Marna O'Brien Park
20505 Palomar Street Wildomar,
CA 92595

2. Said premises are to be used as set forth in Section 1 on the following date(s):

Date(s): January 11, 2021 – April 30, 2021 -
Every Week on Mondays – 7:30am – 3:30pm
Type of Event: COVID-19 Testing Site

3. If the Permittee chooses to cancel prior to April 30, 2021, a 24 hour notice will be given to the Permittor.

4. Check applicable box: Rental Fee Required [] Rental Fee Waived [X]

5. Permittee agrees to comply with the Administrative Policies and Procedures, attached hereto as Exhibit "A" and incorporated herein by this reference. Permittee signing hereby certifies that he/she has legal capacity and is authorized by its governing body to enter into this Use Permit. This Use Permit may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each individual executing this Use Permit on behalf of Permittee represents and warrants that he or she is duly authorized to execute and deliver this Use Permit on behalf of the Permittee.

6. This Use Permit is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, and any subsequent related orders, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. Permitter hereby acknowledges that CURATIVE is an independent contractor of RUHS, and the parties hereto enter into this Use Permit upon the aforementioned proclamation and executive order.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Use Permit.

PERMITTORS:

City of Wildomar,
a California Municipal Corporation

Wildomar Cemetery District,
a Subsidiary District of the City of Wildomar

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

PERMITTEE:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Rose Salgado, Director
Facilities Management

Date: _____

Approved as to Form:

Gregory P. Priamos
County Counsel



By: _____

Wesley W. Stanfield
Deputy County Counsel

EXHIBIT "A"

ADMINISTRATIVE POLICIES AND PROCEDURES

1. Custodial. Permittee shall provide for all custodial and trash pick-up as a result of Permittee's use of the premises.
2. Food, Beverages and Smoking prohibited. Permittee expressly understands and agrees that no food or beverages of any kind whatsoever shall be carried, taken or brought into, or consumed within the premises, and that smoking of any substance whatsoever is prohibited within the premises.
3. Rights of Permittee. Permittee, through its authorized representatives, shall have the full and unrestricted right to enter the premises for the Use specified, and for the purpose of doing any and all things which it has a right to do under this Permit.
4. Ingress and Egress. Permittee shall be permitted ingress and egress to and from the premises only through such access and egress routes as are designated by the Permitter.
5. Compliance with Government Regulations. Permittee, at Permittee's sole cost and expense, shall comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force pertaining to the permitted premises.
6. Termination by Permitter. Permitter shall have the right to terminate this Permit:
 - (a) In the event Permittee fails to perform any of its duties or obligations hereunder.
 - (b) In the event Permittee conducts any activity within the permitted premises not authorized by this Permit.
 - (c) In the event Permittee's use, contemplated or actual, of the premises in any manner whatsoever adversely affects, or is otherwise inconsistent with, the operation or use by Permitter.
7. Insurance. Permittee shall, during the term of this Permit:
 - (a) Procure and maintain Worker's Compensation Insurance as prescribed by the laws of the State of California.
 - (b) Procure and maintain comprehensive general liability insurance coverage that shall protect Permittee from claims for damages for personal injury, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Permittee's use of the permitted premises or the performance of its obligations hereunder, whether such use or performance be by Permittee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name the Permitter as additional insureds with respect to this Permit and the obligations of Permittee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.
 - (c) Cause its insurance carriers to furnish Permitter by direct mail with Certificate(s) of Insurance showing that such insurance is in full force and effect and that Permitter is named as an additional insured with respect to this Permit and the obligations of Permittee hereunder. Permittee shall not take possession or otherwise use the permitted premises until Permitter has been furnished certificate(s) of insurance as otherwise required in this Paragraph 7.
8. Hold Harmless.
 - (a) Permittee represents that it has inspected the premises, that it accepts the condition hereof and that it fully assumes any and all risks incidental to the use thereof. Permitter shall not be liable to Permittee, its agents, employees, subcontractors or independent contractors, for any personal injury or property damage suffered by them which may result from hidden, latent, or other dangerous conditions within the premises, provided, however, that such

dangerous conditions are not caused by the sole negligence of the Permitter, its officers, agents or employees.

- (b) Permittee shall indemnify and hold Permitter, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Permittee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily damage, bodily injury or death (Permittee's employees included), or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connection therewith of the premises or condition thereof, and Permittee shall defend, at its expense, including attorney fees, Permitter, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions.
 - (c) The specified insurance limits required in Paragraph 7 herein shall in no way limit or circumscribe Permittee's obligations to indemnify and hold Permitter free and harmless herein.
- 9. Nonassignability. Permittee cannot assign any of its rights, duties or obligations under this Permit to any person or entity without the written consent of County being first obtained. This includes the ability to subcontract all or a portion of its rights, duties and obligations hereunder.
- 10. Employees and Agents of Permittee. It is understood and agreed that all persons hired or engaged by Permittee shall be considered to be employees or agents of Permittee and not of Permitter.
- 11. Binding on Successors. Permittee, its assigns and successors in interest, shall be bound by all of the terms and conditions contained in this Permit, and all of the parties hereto shall be jointly and severally liable hereunder.
- 12. Waiver of Performance. No waiver by Permitter at any time of any of the terms and conditions of this Permit shall be deemed or construed as a waiver at any time thereafter of the same of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.
- 13. Severability. The invalidity of any provision in this Permit as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 14. Venue. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Permit shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15. Attorneys' Fees. In the event of any litigation or arbitration among Permittee and Permitter to enforce any of the provisions of this Permit or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.
- 16. Permittee's Representative. County hereby appoints the Director of Department of Facilities Management as its authorized representative to administer this Permit.
- 17. Entire Permit. This Permit is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous permits, agreements and understandings, oral or written, in connection therewith. This Permit may be changed or modified only upon the written consent of all the parties hereto.
- 18. Director of Facilities Management' Authority. The authority for the Director of Facilities Management to execute this Permit is based on County Ordinance.