



Diocese of Monterey

Short Term Use Agreement – For Organizations

AGREEMENT, between **Saint Mary of the Nativity**, a parish of the Diocese of Monterey, as more particularly set forth in Section 5 below (collectively herein “Parish”), and the **County of Monterey**, a political subdivision of the State of California (herein “User”), relating to the property described as Saint Mary of the Nativity Church located at 424 Towt Street, Salinas, California 93905 (herein “Facility”).

Parish grants User permission to use such Facility **for COVID-19 testing or community vaccination clinics** in the front parking lot area off of Towt Street, **or any other area as agreed upon by Parish and User**. Said use will include use of the nearby restrooms for User’s administrative and testing staff.

Tentative dates and times of said use are as follows:

Thursday, April 15, 2021 from 7:30am to 5:00pm

Thursday, May 6, 2021 from 7:30am to 5:00pm

Due to possible delivery issues of vaccine or weather interruptions, dates and times may be changed, additional use dates may be added as approved by both Parties.

Parish agrees to waive the standard fee and security deposit for the User’s use of the Facility.

This permission is granted upon these additional terms and conditions and is non-assignable.

1. The use stated above is the only use permitted under this Agreement.
2. User shall leave the Facility in a clean and orderly condition; and if any alterations were allowed, restore the Facility to its original condition; and shall repair any damage arising out of the use of the Facility under this Agreement. The security deposit, if any, shall be returned to User within one (1) week after User has completed its use of the Facility, less those amounts needed to remedy User’s failure to fulfill its obligations under this Agreement.
3. User shall defend, indemnify and hold harmless Parish and its officers, employees, and agents from and against any and all claims, damage, liability, loss, expense including reasonable attorneys’ fees or claims for injury or damages arising out of User’s use of the Facility and/or its performance or breach of this Agreement except to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the gross negligence or willful misconduct of Parish, its officers, agents, or employees.

Parish shall defend, indemnify, and hold harmless User and its officers, employees, and agents from and against any and all claims, damage, liability loss, or expense, including reasonable attorneys’ fees or claims for injury or damages, arising out of Parish’s breach of this Agreement, except to the extent caused by or resulting from the gross negligence or willful misconduct of User, or its officers, employees, agents, or contractors.

Parish assumes no liability for loss or damage to User’s property, or injury to or death of any agent, employee, or contractor of User, unless said loss, damage, injury, or death is as a result, in part or whole, of Parish’s gross negligence or willful misconduct. Parish agrees that in no event shall User be liable for loss of business public reputation under this Agreement.

4. User must provide and maintain General Liability insurance during the period covered by this Agreement insuring the Diocese of Monterey against liability for Bodily Injury (including death) and Property Damage from occurrences in or about the Facility or the use or condition thereof, with at least Combined Single Limits of \$2,000,000. Such policy or policies shall name as additional insured(s) the entities and persons named or described herein. This insurance shall be primary and any other insurance available to the Diocese of Monterey or Parish shall not be called upon to contribute. The User may secure coverage to meet these Diocesan Insurance Requirements by purchasing coverage through the “Special Events Liability Insurance Program for Outside Users of the Diocese of Monterey facilities.” Any alternative source for the User of

this required insurance coverage must be evidenced by furnishing Certificate of Insurance and Policy Endorsement acceptable to the Diocesan Director of Insurance. These must be received by:

The Roman Catholic Bishop of Monterey, A Corporation Sole
Attn: Director of Insurance
PO Box 2048
Monterey CA 93942

at least twenty (20) days prior to use of the Facility. Said insurance shall provide the Certificate of Insurance and policy endorsement shall state that such insurance cannot be modified or cancelled without thirty (30) days' notice to the above address.

User may also provide a Letter of Self Insurance in a similar format as Exhibit A (Example of User's Letter of Self Insurance) attached hereto and incorporated herein. Said Letter of Insurance will be in lieu of insurance requirements stated above.

5. As used herein the term "Diocese of Monterey includes the above named Parish, The Roman Catholic Bishop of Monterey, A Corporation Sole, the Diocese of Monterey Parish & School Operating Corporation and all other constituent organizations of the Diocese, and their officers, agents and employees.
6. Diocese of Monterey and Parish acknowledge that User's use of the Facility **COVID-19 testing or community vaccination clinics** will not be inconsistent with the Parish's religious purpose or philosophy.
7. Parish may terminate this Agreement and permission to use such Facility at any time without obligation except to refund any amount which User has theretofore paid.
8. It is understood that Parish will not provide custodial services. User shall clean and disinfect the Facility in accordance with the current standards set forth by the Centers for Disease Control and Prevention ("CDC") or the California Department of Public Health ("CDPH") for cleaning and disinfecting public spaces, workplaces, businesses, schools, and homes before User's use of the Facility ends. USER will securely bag and properly dispose of all waste, including all medical waste, at the end of each day during its use of the Facility. User will reimburse the Parish for the costs of any additional cleaning, disinfecting, and trash removal required at the end of User's use of the Facility. Such reimbursement shall be made within forty-five (45) days of the closing date of User's use of the Facility. Parish shall provide User with supporting invoices for such additional cleaning, disinfecting, and trash removal.
9. For purposes of this paragraph of the Agreement, "Protected Health Information" or "PHI" shall have the meaning provided by the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards") as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. Section 1320d, et seq.), California Civil Code Section 56.20 et seq. and other applicable California laws (each and collectively, the "HIPAA Laws"). The User will implement reasonable safeguards to protect the PHI from any intentional or unintentional disclosure to third parties in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI, and will endeavor to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Parish and Parish's representative and staff. The Parties agree that neither Parish nor its staff shall need access to, nor shall they use or disclose, any PHI of User's patients, clients and or occupants. In the event, however, PHI is disclosed to Parish or its staff, either directly or indirectly and regardless of whether the disclosure is inadvertent or otherwise, Parish agrees to take reasonable steps to maintain, and to require its staff to maintain, the privacy and confidentiality of such PHI, including that no PHI will be removed from the Facility by Parish or its staff, and no PHI will be discussed with or otherwise disclosed to any other person or entity. Parish agrees to immediately notify the User upon learning of any disclosure of PHI to Parish or its staff. The Parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the Parties as that term is defined by the Privacy Standards. .

Nothing in the foregoing shall limit or alleviate User's obligations to maintain the confidentiality of PHI as set forth in this Agreement or otherwise imposed by law. The User may terminate this Agreement without penalty if Parish violates this provision, which shall be User's exclusive remedy.

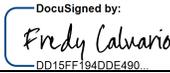
Date: 4/14/2021 By: 
367942E6F649429
Michael R. Derr, Contracts/Purchasing Officer (**User**)

Office Address: 1488 Schilling Place, Salinas, CA 93901

Telephone: (831) 755-4995 Email: derrm@co.monterey.ca.us

APPROVED AS TO RISK By: 
0448B9456937C1
4/14/2021
Susan K. Blitch, Assistant County Counsel

APPROVED AS TO FORM By: 
DA7BB6C69B348A
4/14/2021
William M. Litt, Deputy County Counsel

Date: 4/14/2021 By: 
DD15FF194DDE490
Fr. Fredy Calvario, Pastor (**Parish**)

Parish Address: 424 Towt Street, Salinas, California 93905

Telephone: (831) 758-1669 Email: fredycar80@gmail.com

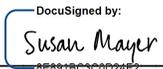
APPROVED AS TO FORM By: 
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4/14/2021
Susan A. Mayer, General Counsel

Exhibit A

Example of User's Letter of Self Insurance

MONTEREY COUNTY COUNTY COUNSEL - RISK MANAGEMENT

LESLIE J. GIRARD
COUNTY COUNSEL-RISK MANAGER

168 W. ALISAL STREET 3RD FLOOR
SALINAS, CA 93901-2680
P: (831) 755-5045
F: (831) 755-5081
www.co.monterey.ca.us



Date

Property Owner Name
Attn:
Address
City, State and Zip Code

EXAMPLE

RE: *Specific Site Information Inserted Here*

By this letter, I hereby certify that the County of Monterey is lawfully self-insured for purposes of General Liability and Automobile Liability related to County sanctioned activities.

By order of the Board of Supervisors, the County of Monterey maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA) with a master policy number 20 GL2-13, effective 7/1/2020 – 6/30/2021.

This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage.

Also through PRISM, the County purchases a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. The primary layer of this coverage (\$25 million) is underwritten by National Union Fire Insurance Company of Pittsburgh, PA under policy 005186232, effective 3/31/2020 – 3/31/2021.

The County is self-insured for purposes of Workers' Compensation with statutory limits.

Respectfully,

Leslie J. Girard
County Counsel, Risk Manager

By 
Kafi Picoli, Sr. Secretary-Confidential
County of Monterey, Risk Management

c: George Salcido, PWFP