

**FACILITY USE AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND
VENTANA WILDLIFE SOCIETY**

This Facility Use Agreement (“Agreement”) is entered into by and between Ventana Wildlife Society, hereinafter called “USER” and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called “County,” by and through the Monterey County Health Department (“Health”).

RECITALS:

WHEREAS, County is willing to grant User’s request to utilize the premises described herein below, subject to the following terms and conditions; and

WHEREAS, User, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agrees to utilize portions of the premises located at WIC 632 East Alisal Street, Salinas California 93905, (hereinafter “the Premises”); and

WHEREAS, the term of this Agreement shall be for three (3) years, from upon execution, through June 30, 2026,

NOW, THEREFORE, in consideration of the facility use, mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1.0 Facility Use

- 1.1 The purpose of this Facility Use Agreement is to allow access to and use of the designated areas by Ventana Wildlife Society for the following:
 - a) Ventana Wildlife Society will provide program eligible families with Nature Prescription Programs and Community Outdoor Adventure Club services at no cost.
 - b) Designated portions of the Premises shall be used by Ventana Wildlife Society solely for the purpose of holding Nature Prescription and Community Outdoor Adventure Club meetings. Ventana Wildlife Society may not use the Premises for any other purpose without obtaining County’s prior written consent. The County retains full control of and right to access the Premises at any time, such as in an exigent situation (local disaster declaration, EOC activation, etc.).
 - c) The access and use granted to Ventana Wildlife Society hereunder shall be limited to 2-3 days per month at Salinas WIC during the core business hours of 8:00 A.M. to 6:00 P.M. Ventana Wildlife Society meetings are anticipated to be 2 hours each. Subject to the terms and conditions set forth in this Agreement, the County authorizes Ventana Wildlife Society to use the designated portions of the Premises as identified in the attachment.

1.2 Ventana Wildlife Society shall be responsible for general cleanup.

2.0 User Fee

2.1 For the rights granted under this Agreement, there is no exchange of funds.

3.0 Indemnification and Insurance.

3.1 Mutual Indemnification. Except as otherwise required by applicable law, County and Ventana Wildlife Society agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other relating to services provided under this Agreement. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this Agreement.

Without limiting the foregoing, it is specifically understood and agreed that Ventana Wildlife Society shall be responsible for the repair of all damage to any premises at the County, caused by Ventana Wildlife Society, or by participants in Ventana Wildlife Society's programs, or by partners or collaborators with whom the County has contracted. Ventana Wildlife Society accepts sole responsibility for and agrees to indemnify, defend and hold harmless the County for any injury, damage or loss of property brought to or inflicted upon County by Ventana Wildlife Society or any participant in the Ventana Wildlife Society activities, or by any partner or collaborator with whom the Ventana Wildlife Society has contracted.

During the term of this Agreement, Ventana Wildlife Society shall maintain (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

3.2 Other Insurance Requirements. All insurance required by this Agreement shall be with companies acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following termination of this Agreement.

Commercial general liability policies shall provide an endorsement naming the County of Monterey, its officers, agents and employees as Additional Insured with respect to liability arising out of the User's work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained

by the County and that the insurance of the Additional Insured shall not be called to contribute to a loss covered by the User's insurance.

Prior to the execution of this Agreement by the County, User shall file certificates of insurance with the County's contract administrator and the County's Contracts/Purchasing Office, showing that the User has in effect the insurance required by this Agreement. The User shall file a new or amended certificate of insurance within 5 calendar days after any change is made in any insurance policy, which would alter the certificate on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause of this Agreement.

4.0 Notices

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by (1) personal service, or (2) by U.S. Postal Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notice shall be considered given and received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the commencement date of this Agreement, the addresses of the Parties are as follows:

User:

Ventana Wildlife Society
9699 Blue Larkspur Lane
Monterey, CA 93940
ATTN: Kelly Sorenson,
Chief Executive Director
Phone: (831)800-7421

County:

County of Monterey
632 E. Alisal Street
Salinas, CA 93905
ATTN: Christabelle Oropeza
Public Health Program Manager
Phone: (831)755-4572

5.0 Term

This Agreement shall be in full force and effect for a period of three (3) years commencing **upon execution, and ending on June 30, 2026**, subject to termination as hereinafter set forth. This Agreement will be reviewed and may be updated or revised by mutual consent and may be terminated by either party upon thirty (30) days advance written notice to the other party.

6.0 Status of User and County: It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties, but is rather an Agreement by and between independent parties, these being County of Monterey and User. It is further understood that a party, its staff members and volunteers participating under this Agreement are not employees of the other party. No offer or obligation of permanent employment with a party or particular party department or agency is intended in any manner, and neither shall not become entitled by virtue of this Agreement to receive from the other party any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Each party shall be solely liable for and obligated to pay directly any applicable taxes, including federal and state income taxes and social security, arising out of a party's performance of this Agreement. In connection therewith, each party shall defend, indemnify, and hold the other party harmless from any and all liability, which a party may incur because of the other party's failure to pay such taxes.

7.0 Amendment: This Agreement may at any time be altered, changed or amended only by the signed mutual written agreement of the parties. Additionally, this Agreement is not legal and binding upon either of the parties until executed by both User and the County.

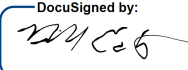
8.0 Entire Agreement: This Agreement, including any exhibits hereto, supersedes all previous agreements, wither written or oral, between the parties and constitutes the entire Agreement between them. Any representations, inducements, promises, or acknowledgments, oral or otherwise, which have been made by either party or person acting on behalf of either party, and which are not embodied herein, shall not be binding.

IN WITNESS WHEREOF, the County and Ventana Wildlife Society execute this AGREEMENT as follows:

County of Monterey

Ventana Wildlife Society

By: _____
Director of Health Services

DocuSigned by:
By: 

7C17C48BAC841D...
Bill Eckert, President

Dated: _____

Dated: 7/26/2023 | 7:58 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:


4E7E687875454AE
Deputy Auditor/Controller

DocuSigned by:
By: 

7D0F464D0A944561
Cynthia Garfield, Treasurer

Dated: 7/31/2023 | 10:43 AM PDT

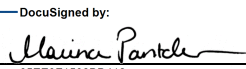
Dated: 7/25/2023 | 5:42 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

DocuSigned by:


65EE9F1602BD412
Deputy County Counsel

Dated: 7/31/2023 | 10:20 AM PDT

*INSTRUCTIONS: If County Contractor is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If County Contractor is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If County Contractor is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Ventana Wildlife Society- Use of Space Classroom, Lobby, Restrooms

