

FACILITY USE AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND THE PARENTING CONNECTION OF MONTEREY COUNTY

This Facility Use Agreement (“Agreement”) is entered into by and between The Parenting Connection of Monterey County, hereinafter called “USER” and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called “County,” by and through the County of Monterey 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 use the classroom and waiting room areas located at WIC 632 East Alisal Street, Salinas, CA 93905 and WIC 355 Gabilan Drive, Soledad, CA 93960 (hereinafter “the Premises”); and

WHEREAS, the term of this Agreement shall be for three years, from upon execution, through September 30, 2026; and

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 The Parenting Connection of Monterey County for the following:

- a) The Parenting Connection of Monterey County will provide weekly family wellness workshops at both the Salinas and Soledad WIC offices.
- b) These new workshops will be held weekly on Mondays at Salinas WIC located at 632 East Alisal Street, Salinas, CA 93905 during business hours of 11:00 a.m. and 1:00 p.m.
- c) These new workshops will be held weekly on Thursdays at Soledad WIC located at 355 Gabilan Drive, Soledad, CA 93960, between the hours of 10:00 a.m. and 12:00 p.m.
- d) The Parenting Connection of Monterey County weekly workshops will be on topics pertaining to family health and wellness. Topics shall be preapproved by the Public Health Program Manager or WIC Director prior to conducting workshops.
- e) Designated portions of the premises shall be used by The Parenting Connection of Monterey County solely for the purpose of holding workshops on assigned days. The Parenting Connection of Monterey County 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.).

- f) The Parenting Connection of Monterey County shall return utilized space in a neat and orderly condition. Furniture that has been rearranged must be restored to its original arrangement.
- g) In the event WIC requires use of the designated area on any day scheduled by USER, WIC shall provide USER with advance notice of not less than two (2) weeks. In the case of an emergency, WIC reserves the right, without prior notice, to limit the use of any of its facilities when, WIC deems such limitation necessary in order to meet fiscal, clinical, and/or access-related operational standards of the Health Department.

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 The Parenting Connection of Monterey County 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 The Parenting Connection of Monterey County shall be responsible for the repair of all damage to any premises at the County, caused by The Parenting Connection of Monterey County, or by participants in The Parenting Connection of Monterey County programs, or by partners or collaborators with whom the County has contracted. The Parenting Connection of Monterey County 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 The Parenting Connection of Monterey County or any participant in The Parenting Connection of Monterey County activities, or by any partner or collaborator with whom The Parenting Connection of Monterey County has contracted.

During the term of this Agreement, both parties shall take out and 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 mutually acceptable to County and The Parenting Connection of Monterey 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:

The Parenting Connection of Monterey County
1212 Riker Street
Salinas, CA 93901
ATTN: Jaimee Depompeo
Interim Executive Director
Phone: (831)647-3333

County:

County of Monterey
1441 Schilling Place
Salinas, CA 93901
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 years commencing upon execution, and ending on September 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 directly pay 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, or which are not embodied herein, shall not be binding.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Elsa M. Jimenez, Director of Health Services

Date: _____

Approved as to Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions


By: _____
Risk Management

Approved as to Content

By: _____

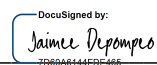
Date: _____

CONTRACTOR

By:  _____
Signature of Chair, President, or Vice President

Stephanie McMurtrie-Adams, Board President
Name and Title

Date: 10/3/2023 | 4:16 PM PDT

By:  _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer

Jaimee Depompeo, Executive Director
Name and Title

Date: 10/4/2023 | 2:58 PM 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.