

FACILITY USE AGREEMENT
by and between
SUN STREET CENTERS
and
COUNTY OF MONTEREY

This Facility Use Agreement (“Agreement”) is entered into by and between SUN STREET CENTERS a California non-profit corporation, hereinafter called “Sun Street,” and the COUNTY OF MONTEREY - Health Department Behavioral Health Bureau, a political subdivision of the State of California, hereinafter called “User.”

RECITALS:

WHEREAS, South Monterey County has a need for bilingual mental health programs and services to individuals and families who may have socioeconomic barriers to access mental health care;

WHEREAS, Sun Street has a suitable clinic space located at 641 Broadway Street, King City, California 93930 (hereinafter “Premises”). The Sun Street King City facility began providing outpatient services on December 3, 2018. Sun Street provides outpatient and residential addiction treatment, Detox and Rehab programs, and treatment of Dual Diagnoses;

WHEREAS, Sun Street operates and manages on the Premises programs that provide services to youth and adults residing in Monterey County; and

WHEREAS, User wishes to use one (1) private office space located on the Premises for the provision of bilingual mental health assessment services.

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

1.0 GENERAL AREAS OF RESPONSIBILITY

Subject to the terms and conditions set forth in this Agreement, Sun Street authorizes User to use one (1) private office space (“Specific Area”) on the Premises for the purpose of providing bilingual mental health assessment services to Monterey County youth and adults in an individual setting.

Sun Street agrees to the following:

- a. Provide one (1) private office space exclusively to User with access to photocopy and fax machines, as necessary, during regular business days/hours.
- b. The one (1) private office space will be occupied by alternating staff employed by User for the provision of mental health assessment services.
- c. The User will assign one (1) employee to provide services on two (2) days a week for up to a maximum of eight (8) hours each week.
- d. Days and hours of use of the office space will be scheduled thirty (30) days in advance between the User’s Behavioral Health Services Manager or designee and the Sun Street Site Manager or designee.

- e. In the event that Sun Street requires use of the Specific Area, the Sun Street Site Manager or designee will provide the Behavioral Health Services Manager or designee at least a thirty (30)-day notice so that Sun Street and User can reschedule days and hours.

User agrees to the following:

- a. Provide bilingual staff for the provision of mental health assessment services at Sun Street's Premises.
- b. Only one (1) staff shall be assigned at any given time for the use of the one (1) private office space on Sun Street's Premises.
- c. The User will accept referrals from Sun Street and other agencies to provide mental health assessment services to Monterey County youth and adults in an individual setting.

2.0 Term.

This Agreement shall be in full force and effect for a period of one (1) year commencing on June 1, 2020 and ending on May 31, 2021 subject to termination as hereinafter set forth. This Agreement will be reviewed and may be updated and renewed by mutual consent. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

3.0 Fee.

In consideration of the community benefit of the program activities, User shall not pay Sun Street a fee for use of the one (1) private office space with access to photocopy and fax machines, as necessary.

4.0 INDEMNIFICATION AND INSURANCE PROVISIONS

- 4.1 Mutual Indemnification. Except as otherwise required by applicable law, User and Sun Street 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. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expense 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 User shall be responsible for the repair of all damage to any premises at the Sun Street, caused by User, or by participants in User's programs, or by partners or collaborators with whom the User has contracted. User accepts sole responsibilities for and agrees to indemnify, defend and hold harmless Sun Street for any injury, damage or loss of property brought to or inflicted upon Sun Street by User or any participant in the User's activities, or by any partner or collaborator with whom the User has contracted.

During the term of this Agreement, both parties shall take out and maintain (a) commercial general liability insurance or 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.

4.2 Other Insurance Requirements. All insurance required by this Agreement shall be with companies mutually acceptable to Sun Street and the User 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 (3) years following termination of this Agreement. Each liability policy shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Sun Street and the User additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

5.0 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. Notices 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 or this section.

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

Sun Street Center:

Anna Foglia, Chief Executive Officer
Sun Street Centers
11 Peach Drive
Salinas, CA 93901
831-753-5144, ext 1

User:

Elsa Jimenez, Director of Health
County of Monterey
1270 Natividad Road
Salinas, CA 93906
831-755-4526

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SUN STREET CENTERS

By: 
Anna Foglia, Chief Executive Officer

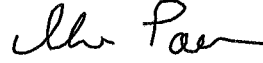
Date: 3/20/20

COUNTY OF MONTEREY

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

APPROVED AS TO FORM:

By: 
Marina S. Pantchenko,
Deputy County Counsel

Date: 04/06/2020

APPROVED AS TO FISCAL:

By: 
Auditor-Controller's Office

Date: 4/10/2020

APPROVED AS TO LIABILITY PROVISIONS

By: _____
Risk Management

Date: _____