

**AMENDMENT NO. 2 TO
FACILITY USER AGREEMENT NO. A-13265**

This Amendment No. 2 to the Facility User Agreement ("Agreement") is entered into by and between RANCHO CIELO, INC., a California non-profit corporation, hereinafter called "Rancho," and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County," by and through the Monterey County Probation Department ("Probation"), (collectively the "Parties") and effective as of the last date opposite the respective signatures below.

RECITALS:

WHEREAS, County entered into a Facility User Agreement with Rancho on August 16, 2016 for access and use of the designated areas (hereinafter "Premises") through June 30, 2017, for an annual amount not to exceed \$85,000; and

WHEREAS, Agreement was amended by the Parties on June 19, 2017 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through June 30, 2018 and to increase the Agreement's amount by \$85,000 which resulted in a total not to exceed amount of \$170,000; and

WHEREAS, the County wishes to continue to operate services on the Premises; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for twelve (12) additional months to June 30, 2019 and increase the Agreement's not to exceed amount by \$85,000, for a total not to exceed amount of \$255,000, to continue facility use as identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Section 5.0, "Term", to read as follows:

This Agreement shall be in full force and effect for an initial period of one (1) year commencing on July 1, 2016, and ending on June 30, 2017, extended by agreement of the parties for an additional two (2) year term from July 1, 2017 through June 30, 2019, subject to termination as hereinafter set forth.

2. The Parties will increase the Agreement's not to exceed amount by \$85,000, for a total not to exceed amount of \$255,000.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

5. The recitals of this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Content:

Marcia Parsons
Marcia Parsons, Chief Probation Officer

Dated: 6-6-18

Approved as to Form:

AB
Anne K. Brereton,
Deputy County Counsel

Dated: June 5, 2018

Approved as to Fiscal Provisions:

Gary Giboney
Gary Giboney,
Deputy Auditor Controller

Dated: 6-5-18

Approved as to Liability Provisions:

Risk Management

Dated: _____

RANCHO CIELO, Inc.

By: Susie Brusa
Signature of Chair, President, or Vice
President

Susie Brusa CEO
Printed Name and Title
Dated: 5-22-18

By: Michael Zimmermans
Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer*

Michael Zimmermans, Treas
Printed Name and Title
Dated: 5/22/18

*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.