

**AGREEMENT FOR TRANSFER OF
RELOCATABLE CLASSROOMS AT
1420 NATIVIDAD ROAD, SALINAS CA**

This Transfer Agreement ("Agreement") dated this 22nd day of March, 2016, is entered into by and between the County of Monterey ("COUNTY"), a political subdivision of the State of California, and the Rancho Cielo, Inc. ("RCI"), a California nonprofit public benefit corporation. Where the term "RCI" is used herein, such term shall be deemed to include the Nonprofit, and obligations imposed on RCI hereunder shall be deemed to be imposed equally on the Nonprofit, unless otherwise expressly stated.

RECITALS

- A. COUNTY owns (2) relocatable classroom buildings, 24' x 40' in size, built by American Modular Systems with serial or "tag" numbers of #04958001A, and #04958002A, with all fixtures attached ("Buildings"). The Buildings are currently located at 1420 Natividad Road, in Salinas, California, 93906 ("New Juvenile Hall Project Site"), and were used by the Probation Department in partnership with the Monterey County Office of Education for Alternative Education Programs.
- B. COUNTY is in need of removing the Buildings to make way for the New Juvenile Hall Project, which is anticipated to commence in June 2016.
- C. RCI desires to acquire the Buildings from COUNTY and COUNTY desires to transfer the Buildings to RCI pursuant to California Government Code Section 25372, and under the terms of this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY hereby transfers the Buildings to RCI.
2. COUNTY warrants that it is the lawful owner of the Buildings and is transferring the Buildings to RCI free of all liens and encumbrances.
3. The two (2) Buildings are transferred to RCI "as is" in the condition as of the effective date of this Agreement and RCI accepts the two (2) Buildings in that condition. RCI waives any claim related to the condition of the Buildings other than any warranty provided by Building manufacturer. COUNTY makes no warranties whatsoever with respect to the Buildings, including without limitation any warranty regarding the condition of the two (2) Buildings, suitability for continued use, or fitness for any purpose.
4. This Agreement requires that at its sole expense, RCI remove the two (2) Buildings from the New Juvenile Hall Project Site prior to April 30, 2016. The Buildings are to be removed completely and any associated infrastructure that is tied/fed to these buildings is to be properly cut/capped to assure safety at the source, and any perimeter security fencing removed during said removal is to be reinstalled to the satisfaction of the COUNTY. RCI's removal of the Buildings shall be coordinated with the Monterey County Office of Education, Executive Director of General Services, and the Public Works Architectural Services Manager prior to commencement of said removal.
5. RCI shall indemnify, defend, and hold harmless the COUNTY and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of

action, losses, damages, liabilities, or payment, including but not limited to attorneys' fees and costs, arising from, relating to, or associated with the Buildings. The provisions of this Section 5 will survive the transfer of title.

6. This Agreement represents the entire Agreement of the COUNTY and RCI and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between the COUNTY and RCI regarding this Agreement for the transfer of the Buildings. There are no representations between the COUNTY and RCI other than those contained in this Agreement. All implied warranties are excluded.

7. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument by both parties.

8. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

9. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

10. This Agreement is made under and shall be construed in accordance with the laws of the State of California. Any action to enforce this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Monterey County.

11. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind that entity to the terms and conditions of this Agreement. This Agreement shall not be effective until it is executed by all parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above through their duly authorized representatives.

COUNTY (County of Monterey)

RCI (Rancho Cielo, Inc.)

By: Michael R. Derr, Contracts/Purchasing Officer

By: See attached
John Narigi, Chair

APPROVED AS TO INDEMNIFICATION
COUNTY OF MONTEREY
Approved as to Indemnification Provision
APPROVED AS TO INDEMNITY/

Date: counterpart. mzf

By: INSURANCE LANGUAGE
Steven F. Mauck, County Risk Manager

By: Dale Ellis
Dale Ellis, Secretary

By: Nydia Schumaker
Date: 3-8-16

Date: 3/8/16

Approved as to Form
By: Mary Grace Perry
Mary Grace Perry, Deputy County Counsel

Date: March 8, 2016

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RCI (Rancho Cielo, Inc.)

By: _____
Michael R. Derr, Contracts/Purchasing Officer

By:  _____
John Marigi, Chair

Date: 3/8/10

Approved as to Indemnification Provision

By: _____
Steven F. Mauck, County Risk Manager

By: _____
Dale Ellis, Secretary

Date: _____

Date: _____

Approved as to Form

By: _____
Mary Grace Perry, Deputy County Counsel

Date: _____