

FACILITY USER AGREEMENT

This 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").

RECITALS:

WHEREAS, County is the owner of the property known as Rancho Cielo, situated at 710 Old Stage Road in Salinas, California and, pursuant to Government Code Section 26227, in 2006 approved a Lease Agreement No. A-08433 ("Lease") to Rancho of the property at 710 Old Stage Road (hereinafter "Premises") for a period of 99 years; and

WHEREAS, pursuant to that lease, Rancho operates and manages a variety of programs for at-risk youth on Premises; and

WHEREAS, County operates the Silver Star Youth Program (SSYP) in collaboration with the Monterey County Office of Education (MCOE), and provides supervision and case management for court-involved youth in Monterey County; and

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

NOW, THEREFORE, in consideration of the facility user fee, 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 User Agreement is to allow access to and use of the designated areas by County for the following:

- a. County will operate a designated program for youth prevention and intervention services. Such services may be provided by County directly, or by providers authorized by the County by written agreement; Rancho hereby consents to all County-authorized providers. County will serve as a facility user to provide supervision and case management for program participants under its formal supervision during the term of this Agreement.
- b. Program Description: The participants will be provided services such as cognitive skills building, substance abuse counseling, homework assistance, anger management, job skills, organized recreation and gang avoidance classes, and other courses that may be added to the program upon availability for youth assigned to SSYP, as well as cultural and recreational activities.
- c. The access and use granted to the County hereunder shall be limited to the hours of 8:00 A.M. and 5:00 P.M. each day of the calendar year that the County is open for business. Subject to the terms and conditions set forth in this Agreement, Rancho authorizes County to

use the Educational Building for the facilitation of the Silver Star Youth Program. In addition to Facilities described above, Rancho authorizes County to use other facilities such as conference rooms, parking lots, basketball court/gym, and recreational trails on the grounds, lockers, and may have occasional use of fishing ponds.

1.2 Rancho shall be responsible for the operation of Premises, including support services such as on-going maintenance, waste removal, garbage collection, general cleanup, sanitation facilities, landscaping, security, and other related services, as stated in the Lease.

2.0 User Fee

2.1 For the rights granted under this Agreement, County shall pay to Rancho a monthly fee (hereinafter "User Fee") in the amount of **\$7,083.33**. The first monthly User Fee shall be paid by County on the commencement date stated in Paragraph 5.0 ("Term").

2.2 The User Fee for all subsequent months during the stated term of this Agreement shall be paid in full by County to Rancho, upon presentation of an invoice to County, each month of the Term, and in accordance with subparagraph 2.3.

2.3 Rancho agrees to provide maintenance and security services, and will pay utility costs, including public utility water and bottled water service, electricity, garbage, sewer and any other utilities used by the County in the exercise of this Agreement. Rancho also agrees to pay for pest control services.

2.4 County agrees to pay for the maintenance and ordinary use of the County-owned telephone system, and for data services to County Departments operating on Premises. County also agrees to pay for janitorial services provided to the areas occupied by County Departments.

3.0 Indemnification and Insurance.

3.1 Mutual Indemnification. Except as otherwise required by applicable law, County and Rancho 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 County shall be responsible for the repair of all damage to any premises at the Rancho Cielo Silver Star Youth Program, caused by County, or by participants in County's programs, or by partners or collaborators with whom the County has contracted. County accepts sole responsibility for and agrees to indemnify, defend and hold harmless Rancho for any injury, damage or loss of property

brought to or inflicted upon Rancho by County or any participant in the County's activities, or by any partner or collaborator with whom the 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 Rancho and the 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.

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:

Rancho:

Rancho Cielo, Inc.
710 Old Stage Road
Salinas, CA 93906

ATTN: Susie Brusa, Executive Director

Phone: 831-444-3502

County:

County of Monterey
20 E. Alisal Street
Salinas, CA 93901

ATTN: Marcia Parsons, Chief Probation
Officer

Phone: 831-755-3913

5.0 Term

This Agreement shall be in full force and effect for a period of one (1) year commencing on July 1, 2016, and ending on June 30, 2017, 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.

IN WITNESS WHEREOF, the County and Rancho execute this AGREEMENT as follows:

MONTEREY COUNTY

Debra Wilson
Contracts/Purchasing Officer

Dated: 11 Aug 2016

Approved as to Fiscal Provisions:

[Signature]
Deputy Auditor/Controller

Dated: 8-8-16

RISK MANAGEMENT
Approved as to Liability Provisions:
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management

By: Dydim Schumak
Dated: 8-5-16

Approved as to Form:

Cynthia J. Olson
Deputy County Counsel

Dated: 8-5-16

RANCHO CIELO, Inc.

By: [Signature]
Signature of Chair, President, or
Vice-President

JOHNNY V. AKI
Printed Name and Title

Dated: 7-15-16

By: Dale Eld
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title Dale Eld, Sec.

Dated: 7/21/16

Approved as to Content:

Marcia Parsons
Chief Probation Officer

Dated: 8-30-16

*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.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13265

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/ Purchasing Officer to sign a Facility User Agreement in the amount of \$85,000 with Rancho Cielo, Incorporated for utilization of facilities housing prevention and intervention programs for at-risk and adjudicated youth for the period retroactive to July 1, 2016 through June 30, 2017; and
- b. Authorized the Contracts/ Purchasing Officer to sign up to three (3) future amendments to this Agreement where the amendments do not exceed ten percent (\$8,500) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 23rd day of August 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on August 23, 2016.

Dated: August 26, 2016
File ID: A 16-264

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Dennis Hancock*
Deputy