



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-16032

Approve and authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2022, through July 31, 2025, at no cost to the County.

PASSED AND ADOPTED on this 13th day of September 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

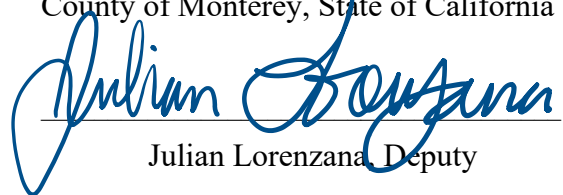
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 13, 2022.

Dated: September 15, 2022

File ID: A 22-488

Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

North County Fire District

Facilities Use Agreement

This agreement by and between North County Fire Protection District 11200 Speegle St Castroville, Ca
Owner's Name Owner's complete address
 ("Owner"), and County of Monterey ("User"),
User's name User's complete address
 will take effect on the 1 day of August 2022 and will continue for a period of Three Years
Day Month Year Time period
 WHEREAS Owner owns premises located at 11200 Speegle St Castroville, Ca 95012
Complete address
 which is normally used for Fire Station, and
Type of use
 WHEREAS, User desires to use the Meeting Room area of the facilities for the
Area of premises (e.g. church building)
 purpose of Housing a wall mounted cabinet and radio equipment,
Purpose of use
 and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

- Owner agrees to let User use the above-described premises for the above-described purpose on
August 1, 2022 to July 31, 2025 . Joel Mendoza
Describe times and days of usage Name and Owner's contact person
 is the contact person for the Owner and is the contact person for the User to
Name of User's contact person
 coordinate the details of usage.
- ☐ Fee Agreement. The user agrees to pay the Owner No Fee for the use of the premises.
Amount
☒ Non-Fee Agreement. In consideration for the benefit of using the Owner's facilities, the User agrees to abide by all the terms and conditions of use described in this agreement.
- User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
- User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, or belief of the Owner, which is a biblically-based religious institution.
- User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user's function at the above-described facilities.
- ☐ Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the user begins to use the above-described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above-described premises.
☐ Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, the User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

8. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/ communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees, and representatives) or otherwise.

9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

10. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

11. This agreement may be canceled unilaterally by either party with 60 days written notice to the other party.

11.5. In the event that the Owner must cancel this agreement, the User will be entitled to any deposit User has paid. However, in no event will Owner be liable to the User for any lost profits or incidental, indirect, special, or consequential damages arising out of the User's inability to use the above-described premises, even if the Owner has been advised of the possibility of such damages.

12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If the Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this 20 day of July 2022.

OWNER

Joel Mendoza

Signer's Name

Fire Chief

Position with Owner (title)

USER

DocuSigned by:

Eric Chatham

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Signer's Name

Chief Information Officer 9/16/2022 | 12:04 PM PDT

Position with User (title)

DocuSigned by:

Samuel Biderwell

61542069561440E...

Deputy County Counsel

9/15/2022 | 4:35 PM PDT

DocuSigned by:

Jennifer Forsyth

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Chief Deputy Auditor-Controller

9/16/2022 | 11:37 AM PDT