

**FACILITY USER AGREEMENT**  
**By and between**  
**RANCHO CIELO, INCORPORATED**  
**And**  
**COUNTY OF MONTEREY**

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 - Health Department Behavioral Health Bureau, a political subdivision of the State of California, hereinafter called “User”.

**RECITALS:**

WHEREAS, User 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, approved a Lease to Rancho Agreement No. A-08433 (“Lease”) of the property at 710 Old Stage Road (hereinafter “Premises”);

WHEREAS, pursuant to that lease, Rancho operates and manages on the Premises programs that provide services to middle and high school age court-involved, at risk youth, and other at-risk youth in Monterey County;

WHEREAS, pursuant to that lease, Rancho has implemented and continues to implement extensive capital improvements to the property and its building;

WHEREAS, User wishes to use three office spaces located on the Premises for the provision of mental health 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 Lease.**

Subject to the terms and conditions set forth in this Agreement, Rancho authorizes User to use three (3) office spaces on the Premises to provide mental health services for at-risk youth in Monterey County.

**Rancho agrees to the following:**

- a. Provide three (3) office spaces exclusively to User with access to photocopy and fax machines, as necessary, during regular business days/hours. The three (3) office spaces will be occupied by 2.0 FTE Psychiatric Social Worker (Therapists) and 1.0 FTE Social Worker III (Therapist) for the following respective programs:
  - Silver Star Youth Program;
  - AB 3015 Juvenile Justice Outpatient Team Program; and
  - Youth Build, Drummond Culinary Academy, and Youth Corps programs

**User agrees to the following:**

- a. Use the three (3) private office spaces on Rancho Premises for the respective specified programs to provide mental health services to probation wards and other at-risk youth as referred.

Services provided through listed programs are detailed under separate Agreements.

**2.0 Term.**

This Agreement shall be in full force and effect for a period of three (3) years commencing on July 1, 2014, 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. This agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**3.0 User Fee.**

- 3.1 For the rights granted under this Agreement, User shall pay to Rancho a monthly fee (hereinafter "User Fee") of \$500 per office space, for a total monthly User Fee amount of \$1,500 for three (3) allocated office spaces as follows below. The first monthly User Fee shall be paid by User on the commencement date stated in Paragraph 2.0 ("Term").

<b>Office Space</b>	<b>Monthly Rate</b>	<b>Annual Amount</b>
Office Space 1	\$500	\$6,000
Office Space 2	\$500	\$6,000
Office Space 3	\$500	\$6,000
<b>Total Amount</b>	<b>\$1,500</b>	<b>\$18,000</b>

<b>FISCAL YEAR</b>	<b>AMOUNT</b>
July 1, 2014 to June 30, 2015	\$18,000
July 1, 2015 to June 30, 2016	\$18,000
July 1, 2016 to June 30, 2017	\$18,000
<b>COUNTY MAXIMUM TOTAL OBLIGATION</b>	<b>\$54,000</b>

- 3.2 The User Fee for all subsequent months during the stated term of this Agreement shall be paid in full by User to Rancho, without demand, monthly, and in accordance with subparagraph 3.1.

#### 4.0 **Indemnification and Insurance.**

- 4.1 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. 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 County shall be responsible for the repair of all damage to any premises at the Rancho, caused by County, or by participants in County's programs, or by partners or collaborators with whom the County has contracted. County accepts sole responsibilities 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 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 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. Each liability policy shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Rancho and the County 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 25  
1.0 Notices.

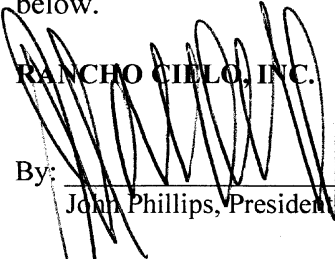
All notices or demand to be given under this Agreement by either party to the other shall be in writing and given either by (1) personal service, or (2) by U.S. Postal mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notices shall be considered given 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.

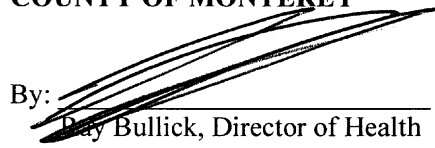
At the commencement date of this Agreement the addresses of the Parties are as follows:

**Rancho Cielo, Inc.:**  
John Phillips, President  
Rancho Cielo, Inc.  
710 Old Stage Road  
Salinas, CA 93908  
831-444-3533

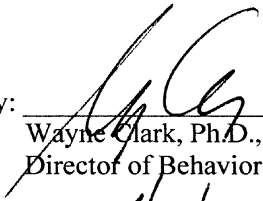
**User:**  
Ray Bullick, Director of Health  
County of Monterey  
1270 Natividad Road  
Salinas, CA 93906  
831-755-4526

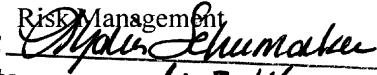
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**RANCHO CIELO, INC.**  
  
By: \_\_\_\_\_  
John Phillips, President  
Date: \_\_\_\_\_


**COUNTY OF MONTEREY**  
  
By: \_\_\_\_\_  
Ray Bullick, Director of Health  
Date: 7-30-14

**APPROVED AS TO CONTENT**

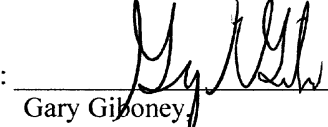
  
By: \_\_\_\_\_  
Wayne Clark, Ph.D.,  
Director of Behavioral Health  
Date: 5/30/14

**APPROVED AS TO LIABILITY PROVISIONS**  
**COUNTY OF MONTEREY**  
**APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE**  
Steve Mauck,  
Risk Management  
By:   
Date: 6-5-14

**APPROVED AS TO FORM:**

  
By: \_\_\_\_\_  
Stacy Saetta,  
Deputy County Counsel  
Date: 6/2/14

**APPROVED AS TO FISCAL:**

  
By: \_\_\_\_\_  
Gary Giboney,  
Auditor Controller  
Date: 6-2-14