

FACILITY USE AGREEMENT

By and between

INTERIM, INC.

And

COUNTY OF MONTEREY

This Facility Use Agreement ("Agreement") is entered into by and between INTERIM, INC., a California corporation (hereinafter called "Interim", and the COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of the Monterey County Health Department, Behavioral Health Bureau (MCBH)(hereinafter called "User".

RECITALS:

WHEREAS, Interim owns certain facilities described in this Agreement which, from time to time, are available for use;

WHEREAS, User desires to use those premises for the purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein contained, Interim and User agree as follows:

1.0 GRANT TO USE FACILITY:

1.1 Facility and Use. Subject to the terms and conditions set forth in this Agreement, Interim hereby grants permission to User to use a specific area ("Specific Area") of its Pajaro Street Wellness Center located at 339 Pajaro, Salinas, CA ("Facility") for the sole purpose of providing clinical consultation, counseling and support groups, wellness groups, and activities for transition age youth, adults, and their families. The Specific Area shall include a conference room or rooms. The User's use of the Specific Area for specified days and hours of each week shall be scheduled in advance and shall require the written approval of the Program Director for Vocational and Wellness Services ("Facility Manager").

2.0 TERM:

User shall be permitted to use and occupy the Facility from October 15, 2015 to June 30, 2018 on days and hours of the week for which User has obtained Interim's prior written approval as described in Section 1. This Agreement may be amended by mutual consent of the parties.

3.0 FEE:

In consideration of the community benefit of these activities, User shall not pay Interim a fee for use of the Facility.

4.0 APPLICABLE LAWS:

User agrees to comply with all local, state and federal laws and ordinances.

5.0 RESTRICTIONS ON USE:

5.1 No Smoking and Open Flames. User agrees that it will not allow any smoking or use of electronic cigarettes anywhere on the premises including the parking area. In addition, the User agrees to follow all safety procedures of the Facility and not to allow any use of candles or any product involving cooking or fire in the Facility.

5.2 Storage at Facility. The User may not store any goods, wares, merchandise, client records, materials or any other property of any kind at the Facility. Interim shall not be liable for any damages or loss to User's goods, wares, merchandise, or other property of User's which may be sustained, while in use at the Facility by the User or their clients.

5.3 Minors. User agrees that children under 18 shall not be permitted on Facility premises at any time except transitional age youth 16 and over under the direct supervision of MCBH staff or children under the direct visual supervision of a parent or guardian at all times.

6.0 ADVERTISING:

Interim's name shall not be used in any manner to suggest co-sponsorship or endorsement of any activity of User without prior written approval by Interim.

7.0 CAPACITY:

User agrees that it will not admit a larger number of persons than can safely and freely move about in the Specific Area. The Facility Manager's determination of the maximum number of persons who may occupy the Specific Area at any given time is final. Under no circumstance shall User allow greater occupancy than as posted on the Facility's premises.

8.0 ALTERATIONS, DECORATIONS, AND DAMAGE:

8.1 User shall not injure, mar, or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. Also, User shall not drive, or permit to be driven, nails, hooks, tacks, or screws into any part thereof, and shall not make or allow to be made any alterations of any kind without the written permission of Interim.

8.2 User shall pay to Interim the reasonable cost of any repairs to the extent required as a direct result of the negligence, or willful misconduct of User.

9.0 CONFIDENTIALITY

Facility recognizes and understands that User's services, identity of clients, and records relate to a confidential relationship between User and its clients, and Facility agrees that, in its interaction with User, its clients and records, whether through itself, its employees, or its agents, it will maintain such confidences as might become available to it and not release or divulge such confidential identities, information, or records; provided that all such confidential items are maintained by the County in a locked environment and that any confidential items are shredded by the County prior to disposing of them in trash receptacles. County may not store any confidential information or client records on the premises. (See 5.2)

10.0 COLLECTION OF DE-IDENTIFIED DATA

Within 10 days of the end of each quarter, User shall provide the following demographic data related to its use of the Facility but only to the extent such data has been de-identified in accordance with state and federal privacy laws, including Section 164.514(a) of the HIPAA Privacy Rule: Age, gender, race, ethnicity, area of residence (city/county).

11.0 ADDITIONAL USERS:

User understands and agrees that during the term of this Agreement, other events and activities may be held in other parts of the described Facility, and User shall so conduct its activities so as to not interfere with those events. User understands that the conference room will be used by other parties during times not used by the User and that User shall not store anything in the suite.

12.0 VIOLATION:

If at any time Interim determines the uses of the Facility by the User violates an applicable rule, ordinance, or law of Interim, the City of Salinas, the State of California, or the United States of America, User shall either cease and desist from continuing the use causing the violation or surrender the Facility forthwith upon demand of Interim.

13.0 INDEMNIFICATION AND INSURANCE:

13.1 Mutual Indemnification.

- a. Interim shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this Agreement by Interim and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. Interim shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred by the County with respect to any litigation in which Interim is obligated to indemnify, defend and hold harmless the County under this Agreement.

- b. The County shall indemnify, defend, and hold harmless Interim, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the County and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by Interim. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for Interim. The County shall reimburse Interim for all costs, attorneys' fees, expenses and liabilities incurred by Interim with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless Interim under this Agreement.
- c. Without limiting the foregoing, it is specifically understood and agreed that User shall be responsible for the reasonable cost of any repairs to the extent required as a direct result of the negligence or willful misconduct of User, or by participants in User's programs, or by partners or collaborators with whom the User has contracted, if any.
- d. The Parties' obligations under this Section 13.1 shall survive termination of this Agreement.
- e. Prior to the term of this Agreement, both parties shall take out and maintain (a) commercial general liability insurance or program 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.

13.2 Other Insurance Requirements. All insurance required by this Agreement shall be with companies mutually acceptable to Interim and User 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 Interim and the User 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.

The User shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall

in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

User shall at all times during the term of this Agreement maintain in force the insurance coverage or self-insurance required under this Agreement. Failure by User to maintain such insurance coverage is a breach of this Agreement, which entitles Interim, at its sole and absolute discretion, to immediately terminate this Agreement.

14.0 ASSIGNMENT:

User shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of Interim.

15.0 RELATIONSHIP OF PARTIES:

The parties agree User is not, and shall not be, an employee, agent of Interim.

16.0 INSPECTION:

User shall permit Facility and Facility's agents to enter the Premises, with reasonable advance notice (except in the case of emergency that threatens the integrity of the building), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of User's business. In effecting any entry into the premises, Facility and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information, and including protection of the privacy of clients and patients.

17.0 DEFAULT BY USER:

If User defaults as to any of the terms of the Agreement, Interim, at its option, may immediately terminate the Agreement.

18.0 TERMINATION OF AGREEMENT:

Either the User or Interim may terminate this Agreement, without cause, at any time by thirty (30) days written notice to the other party.

19.0 ENTIRE AGREEMENT; MODIFICATION:

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only in writing signed by both parties.

20.0 SEVERABILITY:

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

21.0 WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party,

whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

22.0 NON-DISCRIMINATION:

Interim and User agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled veteran or veteran of the Vietnam era, and that the User agrees to comply with all non-discriminatory laws and policies that Interim promulgates and to which Interim is subject.

23.0 GOVERNING LAW AND VENUE:

The Parties agree this Agreement is being entered into, and will be performed in Monterey County, California.

24.0 CONSTRUCTION OF AGREEMENT:

The Parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

25.0 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

26.0 AUTHORITY:

Any individual executing this Agreement on behalf of Interim or User represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

27.0 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.

Any notice required to be provided under this Agreement shall be send, first class mail, to:

Interim:

Barbara L. Mitchell, MSW
Executive Director, Interim Inc.
P.O. Box 3222
Monterey, CA 93942
831 649-4522, ex 204

User:

Ray Bullick, Director of Health
County of Monterey
1270 Natividad Road
Salinas, CA 93906
831-755-4527

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day of _____, 20____.

INTERIM INC.

By: Barbara L. Mitchell
Barbara L. Mitchell, MSW Executive Director

Date: 9/10/15

By: Pali Weems
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Pali Weems Director of Finance
Name and Title

Date: 9/10/15

COUNTY OF MONTEREY

By: _____
Ray Bullick, Director of Health

Date: _____

APPROVED AS TO CONTENT:

By: _____
Amie Miller, Psy.D, MFT
Director of Behavioral Health

Date: _____

APPROVED AS TO FORM:

By: Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 9/24/15

APPROVED AS TO LIABILITY PROVISIONS:

RISK MANAGEMENT
By: _____
COUNTY OF MONTEREY
Steve Mauck, Risk Management
INSURANCE LANGUAGE

By: Alydia Schumaker
Date: 9-28-15

APPROVED AS TO FISCAL:

By: 
Gary Giboney, Auditor Controller

Date: 9-28-15