

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

This Facility Use 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, the 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, 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 (3) 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 3.0 FTE Psychiatric Social Workers (PSW) to primarily serve the following programs:
 - Silver Star Youth Program;
 - AB 3015 Outpatient Program; and
 - Youth Build, Drummond Culinary Academy, and Youth Corps programs

PSWs may occasionally serve other Rancho Cielo programs, pending staffing and caseload availability, as determined by the Behavioral Health Services Manager and/or Behavioral Health Unit Supervisor.

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, 2020 and ending on June 30, 2023 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 listed in table below. The first monthly User Fee shall be paid by User on the commencement date stated in Paragraph 2.0 ("Term").

| Office Space | Monthly Rate User Fee | Annual Amount |
|---------------------|--------------------------|-----------------|
| Office Space 1 | \$500 | \$6,000 |
| Office Space 2 | \$500 | \$6,000 |
| Office Space 3 | \$500 | \$6,000 |
| Total Amount | \$1,500 | \$18,000 |

| FISCAL YEAR | AMOUNT |
|--|-----------------|
| July 1, 2020 to June 30, 2021 | \$18,000 |
| July 1, 2021 to June 30, 2022 | \$18,000 |
| July 1, 2022 to June 30, 2023 | \$18,000 |
| COUNTY MAXIMUM TOTAL OBLIGATION | \$54,000 |

- 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.

- A. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter “County”), 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 Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. The Contractor shall reimburse the County for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.
- B. County shall indemnify, defend, and hold harmless Rancho Cielo (hereinafter “Contractor”), 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 County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Contractor. The County shall reimburse the Contractor for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

4.2 Insurance.

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.

- 4.3 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 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.:

Susie Brusa, CEO
Rancho Cielo, Inc.
710 Old Stage Road
Salinas, CA 93908
831-444-3533

User:

Elsa Jimenez, 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.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: DocuSigned by: Marina Pantchenko, Deputy County Counsel
2E097773D680456 County Counsel

Date: 6/3/2020 | 9:50 AM PDT

Approved as to Fiscal Provisions²

By: DocuSigned by: Burcu Mousa
811C939503B9474... Auditor/Controller

Date: 6/7/2020 | 11:23 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

RANCHO CIELO, INC.

Contractor's Business Name*

By: DocuSigned by: Susie Brusa
BC4AF18B869142E
(Signature of Chair, President, or Vice-President)*
Susie Brusa CEO

Name and Title

Date: 5/28/2020 | 1:26 PM PDT

By: DocuSigned by: Manuel T Gonzalez
AC5AE00C792F43D
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Manuel T Gonzalez Secretary

Name and Title

Date: 5/28/2020 | 6:22 PM PDT

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If 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 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 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.