

COUNTY OF MONTEREY LEASE AGREEMENT



LEASED PREMISES: 2620 1st Avenue, Marina, CA 93933 (“Property”)

DEPARTMENT: **Monterey County Department of Social Services (Military and Veteran Affairs Office)**

LESSOR: **The County of Monterey**

LESSEES: **California Central Coast Veterans Cemetery Foundation (2276651)**

Disabled American Veterans, General Joseph W. Stillwell Chapter 85 (3569284)

Military Officers Association of America – Monterey County Chapter, Inc. (4107474)

Monterey Bay Chapter 55, The Retired Enlisted Association (1667433)

Monterey Bay Veterans (1802296)

The United Veterans Council of Monterey County (1132313)

COUNTY OF MONTEREY LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made by and between the **County of Monterey**, a political subdivision of the State of California, for the Monterey County Department of Social Service’s Military and Veterans Affairs Office (“Military and Veterans Affairs Office”) (“LESSOR”) and the following entities (“LESSEES”) (sometimes collectively referred to with the County as “the parties”) as of the last date

opposite the respective signatures below:

- **California Central Coast Veterans Cemetery Foundation (2276651),**
- **Disabled American Veterans, General Joseph W. Stillwell Chapter 85 (3569284),**
- **Military Officers Association of America – Monterey County Chapter, Inc. (4107474),**
- **Monterey Bay Chapter 55, The Retired Enlisted Association (1667433),**
- **Monterey Bay Veterans (1802296), and**
- **The United Veterans Council of Monterey County (1132313).**

RECITALS

WHEREAS, the LESSEES are local nonprofits serving the Monterey County veteran community.

WHEREAS, the LESSOR wishes to construct a “one-stop-shop” at for veterans at the Property to receive services, including those provided by LESSEES.

NOW, **THEREFORE**, LESSOR and LESSEES hereby agree as follows:

ARTICLE 1 – DESCRIPTION OF PREMISES, BUILDING, & REAL PROPERTY

1.1 Description: LESSOR hereby leases to LESSEES and LESSEES hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at **2620 1st Avenue, Marina, CA 93933** (the “Building”) consisting of space within the Building as designated in **EXHIBIT A– DESCRIPTION OF PREMISES - Basic Floor Plan**, attached and incorporated by this reference (hereinafter, “the Premises”). The Building consists of approximately 13,300 square feet of space. The Building is part of the real property and its appurtenances commonly known as Assessor’s Parcel Number (APN) 031-221-010 (the “Real Property”). Notwithstanding the forgoing, the location of LESSEES’ office space is at LESSOR’s sole discretion.

ARTICLE 2 - TERM

2.1 Lease Term: The term of this Lease shall be month to month and any party may terminate this Lease with thirty (30) day’s written notice as provided herein. If there is more than one Lessee to this Lease, the termination of this Lease by any one Lessee shall not affect the enforceability of this Lease between the Lessor and the remaining Lessees.

ARTICLE 3 - CONSIDERATION

Consideration to LESSOR for this Lease is the LESSEES’ full and timely compliance with all the terms and conditions of this Lease.

ARTICLE 4 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, sent certified, postage prepaid, and addressed as follows:

To LESSOR:		County of Monterey
BOTH	Public Works, Facilities and Parks c/o Real Property Specialist 1441 Schilling Place, South Bldg., 2 nd Floor Phone: (831) 755-4859 Email: salcidog@co.monterey.ca.us	Jack Murphy Military and Veterans Affairs Officer 2620 1st Avenue Marina, CA 93933 phone: (831) 647-7613 murphyjl@co.monterey.ca.us

To LESSEE:	California Central Coast Veterans Cemetery Foundation (2276651) President or Executive Director 2900 Parker Flats Road Seaside, CA 93955	To LESSEE:	Disabled American Veterans, General Joseph W. Stilwell Chapter 85 (3569284) Commander P.O. Box 1385 Seaside, CA 93955
To LESSEE:	Military Officers Association of America – Monterey County Chapter, Inc. (4107474) President P.O. Box 1363 Monterey, CA 93942	To LESSEE:	Monterey Bay Chapter 55, The Retired Enlisted Association (1667433) President P.O. Box 52 Marina, CA 93933-0052
To LESSEE:	Monterey Bay Veterans (1802296) Executive Director or President P.O. Box 481 Monterey, CA 93942	To LESSEE:	The United Veterans Council of Monterey County (1132313) President 2620 1st Avenue Marina, CA 93933

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

ARTICLE 5 - USE

LESSEES shall use the Premises for providing eligible Veterans and their families services. LESSEES may alter said use to any lawful purpose, upon the written consent of LESSOR, which consent shall not be unreasonably withheld.

ARTICLE 6 – LESSOR ACTIONS

All services and utilities for the Premises shall be provided by the LESSOR, at LESSOR’s sole cost and expense. All repairs and maintenance for the Premises shall be provided by the LESSOR, at LESSOR’s sole cost and expense.

ARTICLE 7 - INSURANCE AND INDEMNIFICATION

LESSEES shall maintain commercial general liability coverage or program of self-insurance with liability limits of not less than \$1,000,000 each occurrence and rental premises damage limits of not less than \$100,000 per occurrence insuring against all liability of LESSEES and its authorized representatives arising out of and in connection with LESSEES’ use or occupancy of the Premises.

LESSEES, during the term hereof, shall indemnify, defend and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent arising out of acts or omissions of the LESSOR.

LESSOR agrees that it will keep self-insurance or insurance coverage to cover against loss or damage by fire, the Building.

ARTICLE 8 – CONFIDENTIALITY OF LESSEES’ SERVICES/CLIENTS

LESSOR 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. This includes protection of the identity of patients, clients, and users of the Premises.

ARTICLE 9 - DESTRUCTION

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the area of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEES of the specific number of days required to repair the same.

LESSOR and LESSEES understand that, in normal circumstances, work cannot commence before a building permit is obtained. Time deadlines set forth herein shall not commence before required permits are issued. LESSOR warrants to diligently pursue issuance of said permits.

ARTICLE 10 - WAIVER

Any waiver of any term or condition of this Lease must be in writing and signed by LESSEES and LESSOR. The waiver by LESSOR or LESSEES of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 Amendment: This Lease may be amended or modified only by an instrument in writing signed by LESSEES and LESSOR.

11.2 Time is of the Essence: Time is of the essence of in each and all of the provisions of this Lease.

11.3 Binding Effect: Subject to any provision hereof restricting assignment or subletting by LESSEES, this Lease shall bind the parties, their personal representatives, successors, and assigns.

11.4 Invalidity: The invalidity of any provision of this Lease as determined by a court of competent

jurisdiction shall in no way affect the validity of any other provision hereof.

11.5 Authority: Any individual executing this lease on behalf of LESSEES or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.

11.6 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

11.7 Successors and Assigns: This Lease and the rights, privileges, duties, and obligations of LESSEES and LESSOR under this Lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.

11.8 Headings: The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

11.9 Governing Law: This Lease shall be governed by and interpreted under the laws of the State of California.

11.10 Construction of Lease: LESSEES and LESSOR agree that each party has fully participated in the review and revision of this Lease 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 lease or any amendment to this Lease.

11.11 Counterparts: This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Lease.

11.12 Integration: This Lease, including the exhibits and addenda, represents the entire agreement between LESSEES and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEES and LESSOR as of the effective date of this Lease, which is the date that LESSEES signs this Lease.

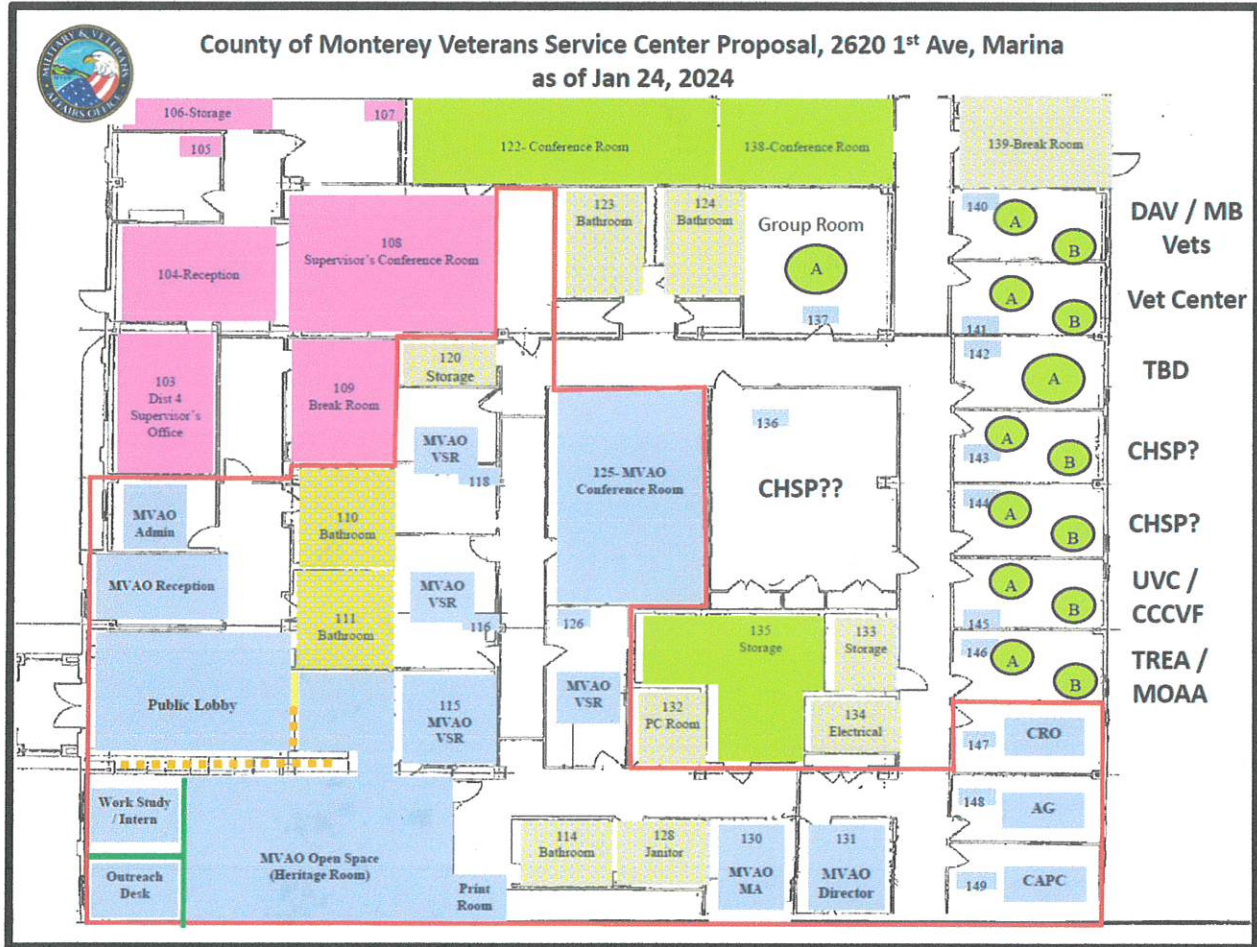
11.13 Incorporation of Recitals: The parties understand and agree that the preamble and recitals above are hereby incorporated into this Lease.

11.14 Consent to Use Electronic Signatures: The parties to this Lease consent to use of electronic signatures via DocuSign to execute this Lease. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Lease hereby authenticate and execute this Lease, and any and all Exhibits to this Lease, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

IN WITNESS WHEREOF, the LESSOR and LESSEES have executed this Lease on the date set forth beneath their respective signatures below.

EXHIBIT A

DESCRIPTION OF PREMISES Basic Floor Plan



LESSOR: County of Monterey, a subdivision of the State of California

By: _____
Jack Murphy

Title: Military and Veterans Affairs Officer

Date: _____

APPROVED AS TO FORM & LEGALITY: (Office of the County Counsel)

By: Shane Eben Strong
Shane Eben Strong

Title: Deputy County Counsel

Date: 28 Feb 2024

APPROVED AS TO FISCAL PROVISIONS: (County Auditor/Controller)

By: Jennifer Forsyth
Name: 4E7E657875454AE... Auditor-Controller Analyst II

Title: Assistant Auditor Controller

Date: 4/10/2024 | 3:42 PM PDT

APPROVED AS TO LIABILITY PROVISIONS: (County Risk Management)

By: David Bolton
Name: 68FDC263FF6243C... David Bolton

Title: Risk Manager

Date: 4/10/2024 | 10:16 AM PDT

LESSEE: California Central Coast Veterans Cemetery Foundation (2276651)

By: James Bogan
Name: James Bogan

Title: President

Date: 2-23-24

LESSEE: Disabled American Veterans, General Joseph W. Stilwell Chapter 85 (3569284)

By: Kirk H. Johnson
Name: Kirk H. Johnson

Title: Judge Advocate

Date: 2/26/2024

LESSEE: Military Officers Association of America – Monterey County Chapter, Inc. (4107474)

By: Louise Goetzelt
Name: Louise Goetzelt

Title: President

Date: 28 Feb 2024

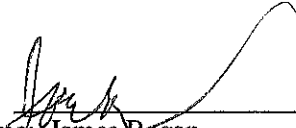
LESSEE: Monterey Bay Chapter 55, The Retired Enlisted Association (1667433)

By: Sgt Williams
Name: Sgt Williams

Title: Treasurer

Date: Feb 25, 2021

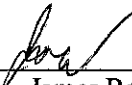
LESSEE: Monterey Bay Veterans (1802296)

By: 
Name: James Bogan

Title: President

Date: 2-23-24

LESSEE: The United Veterans Council of Monterey County (1132313)

By: 
Name: James Bogan

Title: President

Date: 2-23-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Central Coast Insurance Services, Inc. License #0G39781 950 East Blanco Rd, Suite 103 Salinas CA 93901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Silvia Prieto</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (831) 424-6404</td> <td>FAX (A/C, No): (831) 424-0140</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: silvia-prieto@leavitt.com</td> </tr> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> </tr> <tr> <td>INSURER A: Atain Specialty Insurance Company</td> <td>NAIC #: 17159</td> </tr> <tr> <td>INSURER B: United Financial Casualty Company</td> <td>11770</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Silvia Prieto		PHONE (A/C, No, Ext): (831) 424-6404	FAX (A/C, No): (831) 424-0140	E-MAIL ADDRESS: silvia-prieto@leavitt.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Atain Specialty Insurance Company	NAIC #: 17159	INSURER B: United Financial Casualty Company	11770	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED MONTEREY BAY VETERANS, INC. PO Box 481 Monterey CA 93942																					

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CIP457734	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY			03343453-10	01/24/2024	01/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XOBW9730123	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are named as additional insured per the attached Blanket forms: County of Monterey and their officers, agent, and employees; California Central Coast Veterans Cemetery Foundation (2276651); Disabled American Veterans, General Joseph W. Stillwell Chapter 85 (3569284); Military Officers Association of America - Monterey County Chapter, Inc. (4107474); Monterey Bay Chapter 55, The Retired Enlisted Association (1667433); and The United Veterans Council of Monterey County (1132313).

CERTIFICATE HOLDER County of Monterey Its Officers, Agents & Employees 1441 Schilling Place 2nd Floor South Salinas CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Silvia Prieto</i></div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED.	

- A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A persons or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: CIP457734

Named Insured: MONTEREY BAY VETERANS, INC.

Endorsement Effective date: