

# COUNTY OF MONTEREY LEASE AGREEMENT



LEASED PREMISES:	<b>2620 1st Avenue, Marina, CA 93933 ("Property")</b>
DEPARTMENT:	<b>Monterey County Department of Social Services (Military and Veteran Affairs Office)</b>
LESSOR:	<b>The County of Monterey</b>
LESSEES:	<b>California Central Coast Veterans Cemetery Foundation (2276651)</b> <b>Disabled American Veterans, General Joseph W. Stillwell Chapter 85 (3569284)</b> <b>Military Officers Association of America – Monterey County Chapter, Inc. (4107474)</b> <b>Monterey Bay Chapter 55, The Retired Enlisted Association (1667433)</b> <b>Monterey Bay Veterans (1802296)</b> <b>The United Veterans Council of Monterey County (1132313)</b>

## 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:  
BOTH

Public Works, Facilities and Parks  
c/o Real Property Specialist  
1441 Schilling Place,  
South Bldg., 2<sup>nd</sup> Floor  
Phone: (831) 755-4859  
Email: [salcidog@co.monterey.ca.us](mailto:salcidog@co.monterey.ca.us)

**County of Monterey**

Jack Murphy  
Military and Veterans Affairs Officer  
2620 1st Avenue  
Marina, CA 93933  
phone: (831) 647-7613  
[murphyjl@co.monterey.ca.us](mailto: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: **Military Officers Association of  
America – Monterey County  
Chapter, Inc. (4107474)**

President  
P.O. Box 1363  
Monterey, CA 93942

To  
LESSEE: **Monterey Bay Veterans (1802296)**

Executive Director or President  
P.O. Box 481  
Monterey, CA 93942

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

Commander  
P.O. Box 1385  
Seaside, CA 93955

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

President  
P.O. Box 52  
Marina, CA 93933-0052

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.





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

By: Jean Jacques Murphy  
DocuSigned by: Jean Jacques Murphy

Title: Military and Veterans Affairs Officer

Date: 5/9/2024 | 11:53 AM PDT

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

By: Jennifer Forsyth  
DocuSigned by: Jennifer Forsyth  
 Name: Auditor-Controller Analyst II

Title: Assistant Auditor Controller

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

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

By: Shane Eben Strong  
DocuSigned by: Shane Eben Strong

Title: Deputy County Counsel

Date: 28 Feb 2024

**APPROVED AS TO LIABILITY PROVISIONS: (County Risk Management)**

By: David Bolton  
DocuSigned by: David Bolton  
 Name: 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: Sci Williams  
 Name: Sci Williams

Title: Treasurer

Date: Feb 25, 2024

**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





## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

<b>Agreement No.: A-16851</b>	<b>California Central Coast Veterans Cemetery Foundation (2276651)</b>
<b>Agreement No.: A-16852</b>	<b>Disabled American Veterans, General Joseph W. Stillwell Chapter 85 (3569284)</b>
<b>Agreement No.: A-16853</b>	<b>Military Officers Association of America – Monterey County Chapter, Inc. (4107474)</b>
<b>Agreement No.: A-16854</b>	<b>Monterey Bay Chapter 55, The Retired Enlisted Association (1667433)</b>
<b>Agreement No.: A-16855</b>	<b>Monterey Bay Veterans (1802296)</b>
<b>Agreement No.: A-16856</b>	<b>The United Veterans Council of Monterey County (1132313)</b>

- a. Approve and authorize the Military and Veterans Affairs Officer or their designee to execute a zero-cost month-to-month Lease, effective the date of Board of Supervisors' approval, with 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) (Lessees), for approximately 13,300 square feet of space at 2620 1st Ave, Marina, California to establish a Veterans One Stop; and
- b. Authorize the Military and Veterans Affairs Officer or their designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work.

PASSED AND ADOPTED on this 7<sup>th</sup> day of May 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams  
NOES: None  
ABSENT: None

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 May 7, 2024.

Dated: May 7, 2024  
File ID: A 24-169  
Agenda Item No.: 30

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



Emmanuel H. Santos, Deputy