

**REVOCABLE LICENSE FOR USE OF PROPERTY
GRANTED TO
U.S. DEPARTMENT OF VETERANS AFFAIRS
BY**

Readjustment Counseling Service
Santa Cruz County Vet Center
0639

THIS LICENSE is entered by and between County of Monterey, a political subdivision of the State of California, on behalf of its Military and Veterans Affairs Office ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 2620 1st Ave, Marina, CA 93933 (the "Premises"), as more fully described in Paragraph 1 below. The Licensor and Licensee are collectively referred to in the License as "Parties" and severally, as a "Party."

1. Use. Licensor hereby grants to Licensee, a License to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of providing eligible Veterans and their families no cost readjustment counseling services and case management support, i.e. family counseling, substance abuse, housing assistance, employment referrals, etc. The Premises shall consist of private office space provided at minimum eight (8) hours per month sufficient to conduct visits with individual Veterans, couples, and groups as well as ADA access, nearby restroom, and parking. Location of private office space to be at Licensor's sole discretion.

Licensor agrees to issue this License in an effort to implement its commitment to work with the Licensee to help eligible war veterans and their family members receive supportive readjustment counseling and benefits assistance, i.e. employment referrals, referrals for health care, etc.

Licensor agrees it is responsible for maintaining the Premises that the Licensee will use during the term of the License, as provided in Paragraph 2 below. During the term of the License, the Licensee shall not make any improvements or modifications to the Premises.

2. Term. This License shall commence on date of Board of Supervisors' approval (the "Effective Date") and shall expire on 6/30/2028 (the "Expiration Date"); no later than sixty (60) months from such Effective Date. This License may be revoked at will at any time by the Licensor upon advance notice within thirty (30) calendar days, pursuant to the notification terms of Paragraph 10 of this License. Licensee may end its use of the Premises under this License at any time and notify the Licensor accordingly. After the Expiration Date, this License shall revert to a month-to-month occupancy and can be terminated by either Party upon fifteen (15) day notice.

3. Costs and Fees. Licensee shall pay no costs or fees for its use of the Premises.

4. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Premises, whether or not of record. To the best of the Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely affect the Licensee's ability to use the Premises for the purposes described herein. While on Licensor's property, Licensee shall comply with applicable Licensor policies and rules, including required health and safety measures and restrictions on smoking, alcohol, controlled substances, and weapons.

5. No Transfer or Assignment. Neither Party may assign its rights under this License to any other person or entity, except and to the extent the Parties in their respective sole discretion may otherwise agree in writing. Any attempt to transfer or assign this License shall be grounds for immediate revocation.

6. Permits and Regulations. Licensor shall be responsible for securing any required approvals, permits, and authorizations for the Premises from any federal, state or local agencies and shall comply with all applicable laws and regulations with respect to the physical condition of the Premises.

7. No Interference. During the term of the License, neither Party shall interfere with the other Party's normal operations and activities. Both Parties shall conduct their respective activities in a manner to minimize risk of injury or inconvenience to the other Party's employees, students, agents, and invitees, or damage to the Premises.

8. No Partnership or Joint Venture. This License does not create a partnership or joint venture between Licensor and Licensee, nor shall it be construed to mean that either Party agrees to assume liability for the acts or omission of the other Party. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.

9. Severability. If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable; or (ii) if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

10. Notice. All notices and communications given under this License shall be provided as follows:

If to Licensor:

Jean-Jacques Murphy, Interim Director, County of Monterey Military and Veterans Affairs Office
(831) 647-7613
MurphyJ1@countyofmonterey.gov

Copy to:

George K. Salcido, County of Monterey, Public Works, Facilities, and Parks, Real Property Specialist
(831) 755-4859
SalcidoG@countyofmonterey.gov

If to Licensee:

U.S. Department of Veterans Affairs, Readjustment Counseling Service
Kara Pierce, Vet Center Director
(831) 464-4575
Kara.pierce@va.gov

11. Liability. The liability, if any, of the Licensee for property damage, or personal injury or death, arising from Licensee's use of the Premises, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680).

12. Insurance. The Parties recognize and agree that the Licensee is an entity of the United States Federal Government and is thereby a self-insured entity.

13. Valid License and Authorization to Enter into License. The Parties hereto represent and warrant that this License is validly entered, and that the persons signing below are authorized to enter in this License on behalf of the Party hereto represented by such person. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

14. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License the date set forth beneath their respective signatures below.

LICENSOR:

By: Jean-Jacques Murphy

By (Sign): _____

Its: Interim Director, County of Monterey Military and Veterans Affairs Office

Date: _____

LICENSEE:

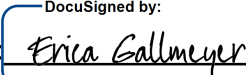
U.S. Department of Veterans Affairs, Readjustment Counseling Service

By: Kara Pierce, Vet Center Director

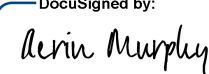
By (Sign):  _____
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Date: 6/18/2024 | 1:29 PM EDT

By: Erica Gallmeyer, Deputy District Director

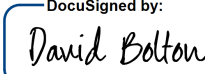
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Date: 6/26/2024 | 12:16 PM EDT

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7/1/2024 | 3:05 PM PDT

Revocable License – VHA Vet Center

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7/1/2024 | 3:59 PM PDT

CERTIFICATION OF AUTHORIZATION

I, Jean-Jacques Murphy, certify that I am the Interim Director of County of Monterey Military and Veterans Affairs Office named as Licensor in the License and that I am duly authorized to sign for and on behalf of County of Monterey by authority of its governing body, and am acting within the scope of its corporate powers.

BY:

Name: Jean-Jacques Murphy

Signature: _____

Title: Interim Director, County of Monterey Military and Veterans Affairs Office

Date _____

READJUSTMENT COUNSELING SERVICE
NO COST REVOCABLE LICENSE DATA TRACKING FORM

General	
VISN/NCO	703
District	5
Zone	2
Vet Center Number	0639
Vet Center Name	Santa Cruz County Vet Center
Total Square Footage	13,300
Start/Signed Date	Date of Board of Supervisors' Approval
Expiration Date	06/30/2028
Licensee CAP Address	2620 1 st Ave, Marina, CA 93933
Licensors	
Licensors Business Name	County of Monterey Military and Veterans Affairs Office
Address	2620 1 st Ave, Marina, CA 93933
POC Name	Jean-Jacques Murphy
Phone Number	(831) 647-7613
Email	MurphyJ1@countyofmonterey.gov
Notes/Comments	