

Attachment A

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Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15535

Approve and authorize the Contracts/Purchasing Officer, or designee, to sign a retroactive Agreement with Allen Berg Racing School for a Vehicle Storage License retroactive from July 1, 2021 through June 30, 2022, with a monthly license income of \$2,400 per month paid to the County.

PASSED AND ADOPTED on this 14th day of September 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

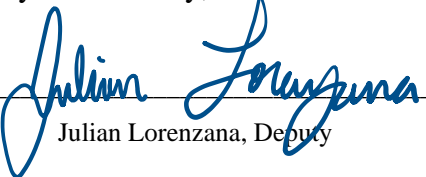
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 14, 2021.

Dated: September 17, 2021

File ID: A 21-475

Agenda Item No.: 32

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


Julian Lorenzana, Deputy



Vehicle Storage License

This Fixed Term License is made between the County of Monterey ("Licensor"), and Allen Berg Racing School ("Licensee") on the following terms:

1. **Premises/Term:** Licensee hereby licenses, in conjunction with the Licensee's track rental, the following property: An area on which Licensee has located five (5) 8' x 40' storage containers with a security fence surrounding on property owned by Monterey County, California ("the premises") for the period July 1, 2021 through June 30, 2022. The location will be at Turn 11 as designated by Manager.
2. **Rental:** The base monthly license shall be \$2,400 per month, due on the fifteenth day of each month, beginning July 1, 2021 and delinquent unless received by Licensor on the eighteenth day of each month. Licensee shall also pay a late fee of \$400 if Licensee does not pay rent as agreed which amount the parties agree to be a reasonable estimate of the costs incurred by Licensor.
3. **Utilities:** There are no utilities provided.
4. **Taxes:** Licensee is responsible for any taxes that might arise due to the occupancy, including but not limited to possessory interest tax, and may not offset license by any tax that might apply. And Licensee must obey all laws.
5. **Entry:** Licensor may enter the premises at all reasonable times for the purpose of examining the premises and will be provided with the combination to the gate for access to the area. This does not give access to any other part of the facility apart from when the Licensee has rented the track for a program.
6. **Termination:** At the termination of this agreement, Licensee will remove the containers and return the landscape to its original condition. Either party may terminate this agreement, with or without cause, with 30 days written notice.
7. **Alterations:** Licensee shall not make or allow to be made any alterations, additions, improvements in or to the premises without the written consent of LICENSOR, which consent may be granted or denied in LICENSOR's sole discretion.

8. **Hold Harmless:** Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connect with the Licensee's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of Licensor. "Licensee's performance" includes Licensee's action or inaction and the action or inaction of Licensee's officers, employees, agents, invitees, and subcontractors.
9. **Insurance:** Licensee shall always herein maintain a policy of comprehensive general liability and fire insurance with limits of not less than \$1,000,000 for personal injuries, \$500,000 for property damage and a policy of fire insurance in the sum of \$1,000,000. County of Monterey ("Licensor") and A & D Narigi Consulting LLC ("Manager") shall be additional named insureds on all such policies. Copy of binder required to be submitted with signed contract. Such coverage must be primary and non-contributory to any other coverage.
10. **Hazardous Materials:** Licensee shall not cause or permit any Hazardous Materials to be generated, used, stored, or disposed of in or about the premises. From and after the Effective Date, Licensee shall indemnify and hold the Licensor harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, stored, or disposed of by Licensee or any in or about the Premises, the Building, or the Property.
11. **Damage or Destruction:** Licensee shall promptly notify Licensor of any damage to premises resulting from fire or any other casualty.
12. **Holdover:** Should Licensee remain in possession beyond any term of this agreement, and only if Manager in its sole discretion elects not to immediately terminate Licensee's license, Licensee agrees to pay rent in the sum of \$3,000 per month.
13. **Assignment:** Licensee shall neither assign this license nor sub-license any or all of the premises without the express written consent of Manager, and Licensor.
14. **Default:** Licensee shall be in default by a breach of any term herein or a violation of law.
15. **Notices:** Licensee and Manager agree that all notices, statements or demands under this Agreement shall be made as follows:

Licensee: Allen Berg Racing School
9666 Businesspark Avenue
Suite 208
San Diego, CA 92131

Licensor: County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Manager: A & D Narigi Consulting LLC
1021 Monterey-Salinas Hwy
Salinas, CA 93908

16. **Non-Waiver:** The parties agree that unless there is an express written agreement signed by both parties, there shall be no waiver of any term herein.

17. **Entire Agreement:** This agreement was entered into in Monterey, California and shall constitute the entire agreement between the parties and shall not be altered or amended except in writing signed by Manager and Licensee. There are no oral agreements between Licensor and Licensee.

18. **Other Terms:**

LICENSEE:

Allen Berg Racing School

By: _____

Allen Berg

Dated: July 17, 2021

ACKNOWLEDGED BY MANAGER:

A & D Narigi Consulting, LLC

By: _____

John V. Narigi

President/General Manager

Dated: 7.18.21

LICENSOR:

County of Monterey

By: _____

BRYAN FLORES, INTERIM CHIEF OF PARKS

Dated: 10-18-2021