

ATTACHMENT 1

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Use Agreement

Project: Northern Santa Barbara County
United Way @ Lompoc Vets Bldg.
Room #142
APN: 085-330-003
File: 003920
Agent: CS

USE AGREEMENT

THIS USE AGREEMENT (hereinafter referred to as "Agreement") is made by and between the:

Northern Santa Barbara County United Way, a
California domestic non-profit organization
(hereinafter referred to as "UNITED WAY")

and the

County of Santa Barbara, a political subdivision
of the State of California (hereinafter referred to
as "COUNTY")

in consideration of the terms and conditions contained herein as follows:

A. PROVIDED TO UNITED WAY:

1. For the period of this Agreement, UNITED WAY shall:
 - a. Be authorized use the Lompoc Veterans' Memorial Building located at 100 E. Locust Street, Lompoc, CA 93436 shown on Exhibit A, attached hereto and incorporated herein by reference ("Property"), and
 - b. Have access to and nonexclusive use of Room 142 (approximately 200 sq. ft.) shown on Exhibit B, attached hereto and incorporated herein by reference ("Premises") to carry out the "Home For Good" program in the Lompoc area, at no cost to UNITED WAY. <https://www.liveunitedsbc.org/homeforgoodsbc>
 - c. Be authorized use of any unassigned/nonexclusive parking spaces while on the premises for carrying out the services/activities of the program.
 - d. Be provided one (1) key and Identification Card for one (1) UNITED WAY employee for necessary access to the building and Room 142. These must not be duplicated for any reason. If lost, contact Facilities Services, Scott Hosking (see Section H, subsection 4) and UNITED WAY will be responsible for reimbursement of all associated costs to COUNTY.
 - e. Be authorized use of building conference room subject to calling Suzanne Isbell, Community Services Dept., Tel: 1-805-686-5051; Email: sisbell@sbparks.org for reservation.
 - f. Receive custodial services for Room 142, at no cost to UNITED WAY.
 - g. Receive all utilities associated with Room 142, at no cost to UNITED WAY.

- h. Have use of a fully furnished office. Upon termination of this Agreement, UNITED WAY shall return the fully furnished office space to the 4th Supervisorial District in good condition, normal wear and tear accepted.
2. For the period of this Agreement, COUNTY shall not be responsible for prevention of theft or damage to any UNITED WAY'S personal furniture, materials or equipment.

B. UNITED WAY'S OBLIGATIONS:

1. For the period of this Agreement, UNITED WAY shall:
 - a. Abide by the Terms and Conditions of this Agreement.
 - b. Provide any items necessary to conduct their business.
 - c. Not authorize access to or permit use of the Property or Premises for other than the intended program services/activities.
 - d. Reimburse COUNTY, or pay directly for all costs associated with rekeying access door(s), if necessary, and the costs for replacement keys if keys are lost or damaged.
 - e. Schedule for use of the building conference room through Suzanne Isbell, Community Services Department, Tel: 1-805-686-5051; Email: sisbell@sbparks.org.

- C. TERM OF AGREEMENT: The term for this Agreement shall be one (1) year commencing upon execution by COUNTY and subject to such provisions for extension or termination as contained herein.

Automatic Renewals: At the end of the initial 1-year term, provided UNITED WAY is in compliance with all terms and conditions of this Agreement, this Agreement shall automatically extend for an additional 1-year term on the same terms and conditions. This Agreement shall automatically renew in this manner on the same terms and conditions for up to three (3) consecutive 1-year terms after the initial 1-year term.

- D. TELEPHONE AND INTERNET SERVICES: COUNTY shall not be obligated to provide telephone and/or internet services. If UNITED WAY requires telephone and/or internet services, at any time during the term or extended terms, then UNITED WAY shall contract and pay upon request for telephone and/or internet services from an outside vendor. UNITED WAY shall obtain the approval of COUNTY'S Information and Communication Technology Division, Tom Gresham, Deputy Director, at (805) 568-2606, prior to commencement of any installation work being done.

- E. BUSINESS HOURS: Regular business hours shall be Monday through Friday, 7AM to 6PM.

- F. INDEMNIFICATION: UNITED WAY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. UNITED WAY'S indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

G. INSURANCE: UNITED WAY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with UNITED WAY's operation and use of the Premises. The cost of such insurance shall be borne by UNITED WAY.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code I), or if LICENSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. Property Insurance: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If UNITED WAY maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by UNITED WAY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

2. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. *Additional Insured* – COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of UNITED WAY, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to UNITED WAY's insurance at (least as broad as ISO Form CG 20 10).
- ii. *Primary Coverage* – For any claims related to this Agreement, UNITED WAY's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of UNITED WAY's insurance and shall not contribute with it.
- ii. *Notice of Cancellation* – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
- iv. *Waiver of Subrogation Rights* - UNITED WAY hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said UNITED WAY may acquire against COUNTY by virtue of the payment of any loss under such

insurance. UNITED WAY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

- v. *Deductibles and Self-Insured Retention* – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require UNITED WAY to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. *Acceptability of Insurers* – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- vii. *Verification of Coverage* – UNITED WAY shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive UNITED WAY's obligation to provide them. UNITED WAY shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. *Failure to Procure Coverage* – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- ix. *Special Risks or Circumstances* – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. UNITED WAY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with and of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

H. GENERAL TERMS AND CONDITIONS:

1. NON-DISCRIMINATION: No discrimination shall be made in the employment of, or service to persons under this Agreement because of race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

2. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
3. GOVERNING LAW: The validity of this Agreement and all of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.
4. ALTERATIONS OR IMPROVEMENTS: No alterations or improvements shall be made to the Premises. Because the Lompoc Veterans Memorial Building has received Historic designation, any wall hangings shall be approved and mounted by COUNTY Maintenance personnel. County Maintenance can be reached at:

Monday-Friday 7:30AM-4:00PM 1-805-681-4703
On Call After-Hours and holidays 1-805-896-2916
Alternate **emergency** number 1-805-896-2902

Scott Hosking, Facilities Manager
County of Santa Barbara
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Tel: 1-805-805-568-2533; Email: shosking@co.santa-barbara.ca.us

5. AMENDMENTS: No changes, amendments, or revisions of any kind to this Agreement are authorized without the mutual written consent of both parties.
6. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.
7. TERMINATION: This Agreement shall terminate at any time after receipt of 30 days written notice, or at the end of any extended term as provided in Section C. *TERM OF AGREEMENT*. Either party may terminate this Agreement with or without cause, by giving the other party 30 days written notice.
In the event of termination, the Premises and any personal property belonging to UNITED WAY and left in, on, or around the Premises more than thirty (30) days shall be deemed abandoned at the option of COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to property left after the expiration, or other termination of this Agreement.
8. SEVERABILITY: In the event any portion of this Agreement shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this Agreement.
9. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
10. EXPENSES: UNITED WAY shall be responsible for all costs and expenses, except as provided by this Agreement.

11. COUNTY PROPERTY USE: UNITED WAY will leave the Premises and any COUNTY-supplied equipment and/or furniture at the Property in the same condition in which they found them; reasonable wear and tear accepted.
12. COMPLIANCE WITH LAWS: UNITED WAY employees shall observe and comply with all rules and regulations of all Federal, State, and local laws, ordinances and regulations.
13. NOTICES: Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, or sent by overnight delivery service, or facsimile transmission, addressed as follows:
 Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail:

UNITED WAY:
 Northern Santa Barbara County
 United Way
 1660 S. Broadway #101
 Santa Maria, CA 93454
 Eddie Taylor, CEO
 Tel: 1-805-922-0329 ext. 115
contact@liveunitedsbc.org

COUNTY:
 County of Santa Barbara
 Real Property Division
 1105 Santa Barbara Street 2nd Floor
 Santa Barbara, CA 93101
 Attn: Real Property Manager
 Tel: 1-805-568-3070
realproperty@countyofsb.org

*Contact for Lompoc Vets Bldg. Office:
 Carrie Paige, Tel. 1-805-936-0237*

14. ABANDONMENT OF THE PREMISES/FACILITY: UNITED WAY shall not abandon, vacate, surrender or assign use of the Premises at any time during the term of this Agreement. If UNITED WAY does abandon, vacate, surrender or assign use of the Premises, this Agreement and all of UNITED WAY's rights thereto shall terminate at the option of COUNTY.
15. DESTRUCTION: If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of UNITED WAY, shall terminate. If UNITED WAY chooses to terminate the Agreement then UNITED WAY, at COUNTY'S option, shall return the Premises to as near its original condition as is practical.
16. CERTIFICATION OF SIGNATORY: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and UNITED WAY to its terms and conditions or to carry out duties contemplated herein.

17. ENTIRE AGREEMENT OF PARTIES: This Agreement sets forth the entire Agreement between parties and supersedes all other oral or written representations.

[Remainder of page left intentionally blank]

Project: Northern Santa Barbara County
United Way @ Lompoc Vets Bldg.
APN: 085-330-003
File: 003920
Agent: CS

IN WITNESS WHEREOF, COUNTY and UNITED WAY have executed this Agreement to be effective on the date executed by COUNTY.

“COUNTY”

County of Santa Barbara

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

“UNITED WAY”

Northern Santa Barbara County United Way

By: 
Eddie Taylor, CEO

APPROVED:

By: _____
Peter Adam, Supervisor
4th Supervisorial District

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood, Deputy Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller

APPROVED:

By: 
Skip Grey, Assistant Director
GS/Support Services Division

APPROVED:

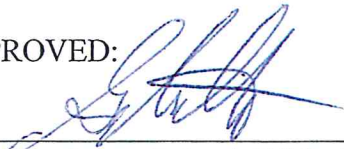
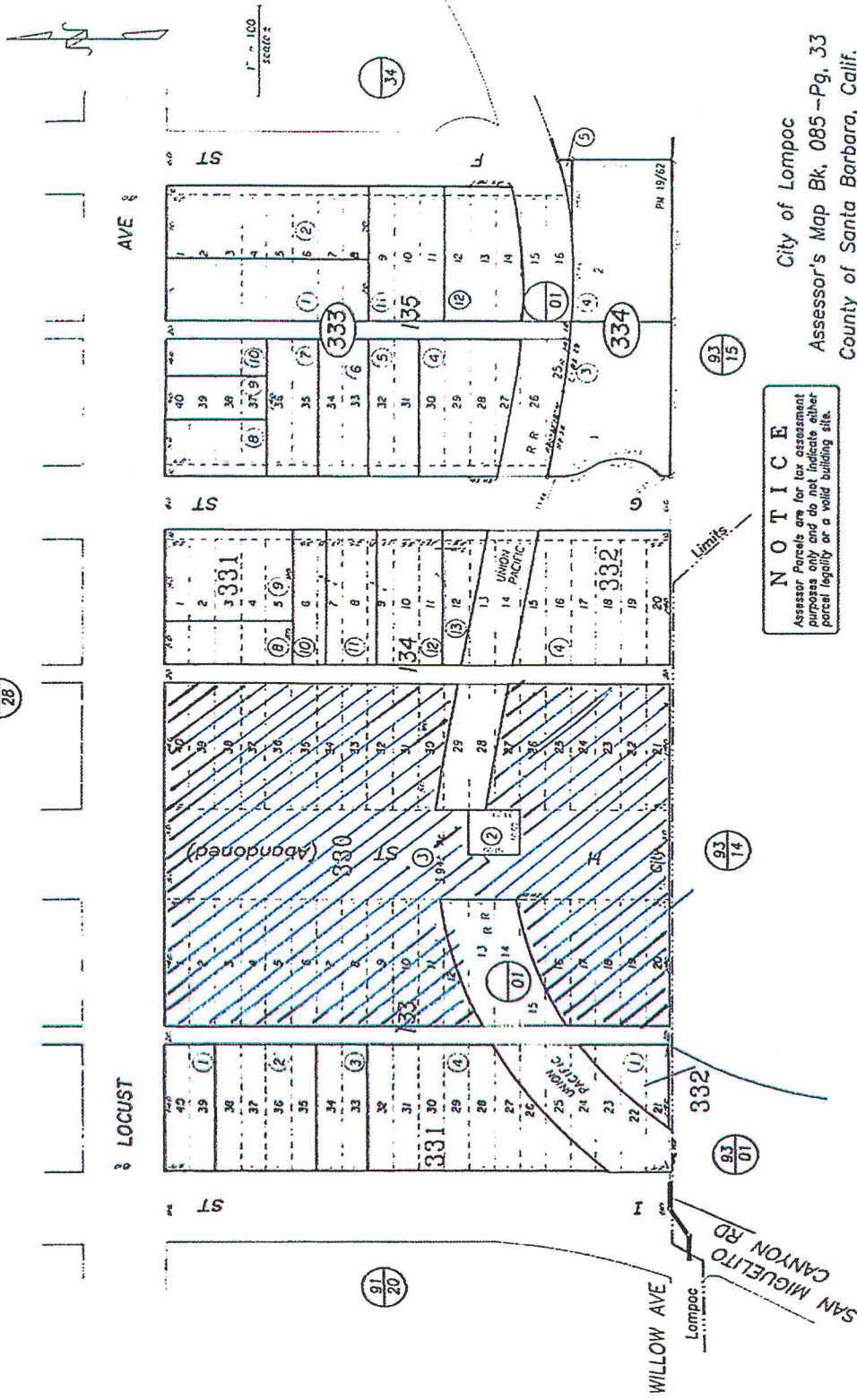
By: 
Ray Aromatorio, A.R.M., A.I.C.
Risk Manager

Exhibit "A"
Property

085-33

POR. RANCHO LOMPOC

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NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City of Lompoc
Assessor's Map Bk. 085-Pg. 33
County of Santa Barbara, Calif.

UD/DA
see also 330-01, 02 A 334-05
330-01, 331-14, 332-05 are 330-03

09/15/1949 R.M. Bk. 15, Pg. 284, Tract "City of Lompoc"

Exhibit "B" Premises

