

# Memorandum

**Date:** June 19, 2014

**To:** Clerk of the Board

**From:** Don Grady  
General Services/Real Property

**Subject:** BOS Administrative Agenda A-23 postponed  
from June 17, 2014, to July 1, 2014  
Lights On Program at County Jail Inmate Reception Center, Santa Barbara



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Administrative Item A-23, Lights On Program at County Jail Inmate Reception Center, Santa Barbara, was pulled by CEO Mona Miyasato and continued until July 1, 2014. General Services was asked to add the following language as 5.e, to the Agreement:

*“Provide Released Individuals only with neutral and nonideological support -- such as phone-charging, snacks and coffee -- and regardless of the religion or lack of religion of the Released Individual. “*

That language has been added to the second page of the Agreement. I have attached a full copy of the Agreement, which includes that revised second page. The Agreement and signature pages will otherwise remain as submitted for the June 17, 2014 hearing. Please call me at 568-3065 if you would like to discuss. Thank you.

Project: "Lights On" at County Jail IRC  
APN: 059-140-029 (portion)  
Folio No.: 003689  
Agent: JC

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of June 17, 2014, by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, (hereinafter "COUNTY"), on behalf of the Santa Barbara County Sheriff's Office (hereinafter "SHERIFF"), and BELIEVER'S EDGE, a California non-profit corporation (hereinafter "LICENSEE"), with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property at the West Calle Real Campus, in the unincorporated area of Santa Barbara County, California, known as the Main County Jail located at 4436 Calle Real, Santa Barbara, and more particularly described as Assessor's Parcel No. 059-140-029 (hereinafter "Property"), shown as the crosshatched area of Exhibit "A", attached hereto and incorporated herein by this reference; and

**WHEREAS**, the SHERIFF has the obligation to release inmates from custody (hereinafter "Released Individuals") at all times of day and night from the Inmate Reception Center (IRC) situated on a portion of the Property; and

**WHEREAS**, Released Individuals may be released during the late night and early morning hours when very few services are offered; and

**WHEREAS**, the COUNTY and LICENSEE are concerned with the safety, health and welfare of such Released Individuals and wish to allow LICENSEE'S Lights On Project (hereinafter "LIGHTS ON") to provide support and services in the lobby of the IRC (hereinafter "Lobby") for inmates released from 10:00 p.m. to 3:30 a.m. (hereinafter "Hours of Operation"); and

**WHEREAS**, the LICENSEE wishes to operate LIGHTS ON and manage, maintain, and clean the Lobby at LICENSEE'S sole cost and expense during the Hours of Operation.

**NOW THEREFORE**, in consideration of the provisions, covenants, and conditions set forth herein, COUNTY and LICENSEE agree as follows:

- 1. ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the SHERIFF, or designee, and for LICENSEE by John Mullen, or designee.
- 2. TERM:** The term of this Agreement shall commence on the date executed by COUNTY and terminate on December 31, 2014, unless extended through mutual written agreement by the parties. Notwithstanding the above, either party may terminate this Agreement upon ten (10) calendar days written notice.
- 3. EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated and LICENSEE is in good standing at the end of the preceding term, this Agreement may be extended on a monthly or annual basis at the sole discretion of the SHERIFF. Extensions and/or renewals must be in writing and may be executed on behalf of LICENSEE by John Mullen, or designee and on behalf of the COUNTY by the SHERIFF, or designee. Upon such extension and renewal, all of the terms and conditions of the existing Agreement shall remain in full force and effect except as modified or amended

by both parties.

**4. USE OF LOBBY:** Subject to the terms set forth below, LICENSEE may use the Lobby to provide support and services to Released Individuals only during the Hours of Operation. While on the Property, at no time may LICENSEE and/or its volunteers:

- a. Allow Released Individuals to sleep in or within one hundred feet (100') of the Lobby;
- b. Carry or allow the carrying of firearms, other dangerous or deadly weapons, or explosives, either openly or concealed;
- c. Engage in or allow games wagering money or other personal property, the operation of gambling devices, the conduct of a lottery or pools, or the selling or purchasing of lottery tickets;
- d. Allow smoking within twenty (20) feet of the entrance to the Lobby;
- e. Use, consume, possess, store, distribute, or allow drugs or alcohol in or adjacent to the Lobby;
- f. Use a microwave oven in the Lobby;
- g. Use or allow the use of a television or monitor to watch movies, Internet or television broadcast or playing of video games;
- h. Play or allow the playing of musical instruments;
- i. Play or allow the playing of music that is audible to the surrounding area and buildings adjacent to the Lobby.

**5. LICENSEE'S OBLIGATIONS:** The LICENSEE shall:

- a. Provide volunteers to support, manage and maintain the Lobby during Hours of Operation;
- b. Provide proof and certification that volunteers who staff LIGHTS ON have completed the Prison Rape Elimination Act (PREA) training program;
- c. Be responsible for cleaning up all trash, from the Lobby and within twenty (20) feet of the Lobby entrance which has been deposited during the Hours of Operation. All trash, must be disposed of properly;
- d. Comply with all applicable laws, statutes, ordinances, rules, and regulations relating to the Property and use of the Lobby.
- e. Provide Released Individuals only with neutral and nonideological support—such as phone-charging, snacks and coffee—and regardless of the religion or lack of religion of the Released Individual.

**6. BREACH:** Failure of LICENSEE to follow all requirements in Section 4, USE OF LOBBY, and Section 5, LICENSEE'S OBLIGATIONS, hereinabove shall result in termination of the Agreement and expulsion from the Property.

**7. SHERIFF'S OBLIGATIONS:** The SHERIFF shall provide LICENSEE with the following:

- a. One (1) 110-volt electrical outlet during Hours of Operation;
- b. A locked storage area underneath the counters for snacks and miscellaneous items related to LIGHTS ON, provided such items do not attract pests or cause a nuisance;
- c. Chairs in the Lobby;
- d. Access to restrooms adjacent to the IRC Lobby during Hours of Operation.

**8. REVIEW AND OPERATION.** SHERIFF may review the conditions of LICENSEE'S operations at any time during the Agreement and shall have the right and option to terminate this Agreement, with or without cause, at any time by giving 10 calendar days prior written notice of termination to LICENSEE. In addition, SHERIFF shall have the right to terminate this Agreement immediately in the event of an emergency that may result in damage to the Lobby, or may result in an unsafe condition on the Property, as determined in SHERIFF'S sole discretion.

**9. SECURITY/ACCESS:** LICENSEE will have no access to any buildings or structures situated on the Property except for IRC Lobby and adjacent restrooms. LICENSEE may not enter the inside or

outside security areas of the jail. During times of emergency, LICENSEE may be required to vacate the Lobby and/or Property immediately.

**10. LICENSEE'S PERSONAL PROPERTY:** LICENSEE will be solely responsible for any risk of loss, damage to, or destruction of LICENSEE'S personal property located on the Property. COUNTY shall not be responsible for any damage to or destruction of any personal property belonging to LICENSEE, its volunteers or invitees, or to Released Individuals, or for any inconvenience arising from LICENSEE's loss of use of the Lobby, Property, or any such personal property. All personal property of LICENSEE must be locked in the Lobby cabinets or removed from the Property after Hours of Operation. Any personal property of LICENSEE not locked in the Lobby cabinets or removed within that time may be removed and disposed of by COUNTY at the expense of LICENSEE.

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

LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

**12. INSURANCE:** LICENSEE 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 the performance of the work hereunder and the results of that work by the LICENSEE, its agents, representatives, employees or subcontractors.

**a. 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. 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.

**b. 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, agents 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 the LICENSEE 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 the LICENSEE'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

**ii. Primary Coverage -** For any claims related to this Agreement, the LICENSEE'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 the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the LICENSEE'S insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

iv. **Waiver of Subrogation Rights** - LICENSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 the COUNTY. The COUNTY may require the LICENSEE 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** - LICENSEE shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE'S obligation to provide them. The 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 or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by LICENSEE or COUNTY payments to LICENSEE will be reduced to pay for COUNTY purchased insurance.

xi. **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. LICENSEE 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 any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

13. **NO ASSIGNMENT OR SUBLETTING:** LICENSEE shall not voluntarily or by operation of law assign, transfer, sublet, sublicense or otherwise encumber all or any part of LICENSEE'S interest under this Agreement.

14. **CONDITION OF PROPERTY AND LOBBY:** COUNTY makes no representations or warranties regarding conditions of the improvements on the County Property or the Lobby or regarding the suitability of the Lobby for support and services to be provided by the LICENSEE.

15. **ALTERATIONS:** LICENSEE may not alter or make any temporary or permanent improvements to the Lobby without the express written approval of both the COUNTY and SHERIFF.

16. **NO WAIVER:** The waiver by either party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this Agreement.

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Project: "Lights On" at County Jail IRC  
APN: 059-140-029 (portion)  
Folio No.: 003689  
Agent: JC

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below.

"COUNTY"  
COUNTY OF SANTA BARBARA  
By: \_\_\_\_\_  
Supervisor Steve Lavagnino  
Chair, Board of Supervisors  
Date: \_\_\_\_\_

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

"LICENSEE"  
BELIEVER'S EDGE  
By: \_\_\_\_\_  
John Mullen  
President  
By: \_\_\_\_\_  
Tom Doty  
Vice President

APPROVED AS TO  
CONTENT:  
By: \_\_\_\_\_  
Bill Brown  
Santa Barbara County Sheriff

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER  
By: \_\_\_\_\_  
Deputy Auditor-Controller

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL  
By: \_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

APPROVED:  
By: \_\_\_\_\_  
Matthew P. Pontes  
Director of General Services

APPROVED:  
By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

EXHIBIT "A"

Property

Assessor's Parcel No. 059-140-029

