

Project: License Agreement for Explore
Ecology at South Coast
Watershed Resource Center,
Arroyo Burro Beach County
Park
APN: 047-092-013 (portion)
Folio: 003586
Agent: SD

LICENSE AGREEMENT
EXPLORE ECOLOGY AT SOUTH COAST WATERSHED RESOURCE CENTER

THIS LICENSE AGREEMENT (hereinafter "Agreement") is made by and between the

COUNTY OF SANTA BARBARA, a political
subdivision of the State of California, hereinafter
referred to as "COUNTY,"

and

EXPLORE ECOLOGY, a California non-profit
corporation, hereinafter referred to as
"LICENSEE";

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property located at 2981 ½ Cliff Drive, Santa Barbara, CA 93109, in the County of Santa Barbara, State of California, and more particularly described as Santa Barbara County Assessor's Parcel Number 047-092-013, (hereinafter "Property"), as shown in Exhibit "A" attached hereto and incorporated herein as such; and

WHEREAS, pursuant to the "Agreement Protecting the Public Interest in Certain Improvements and Development", between the State Coastal Conservancy, the County of Santa Barbara, and the Community Environmental Council (hereinafter "CEC"), a nonprofit organization, recorded on February 2, 2000, as Instrument No. 2000-0006577 of Official Records in the Office of the Clerk Recorder, County of Santa Barbara; funding was awarded to the CEC for the start-up operation of a South Coast Watershed Resource Center at Arroyo Burro Beach County Park, for a term to extend through the reasonable lifetime of the improvements made with the funds, but in no event less than twenty (20) years from commencement of the agreement; and

WHEREAS, the Property includes an area consisting of approximately 1,470 square feet including a building with a deck, pergola, basement storage/wet lab, large fenced patio, with surrounding grounds and access walkways, currently known as the South Coast Watershed Resource Center (hereinafter "SCWRC" or "Premises"), as shown in Exhibit "B-1" and Exhibit "B-2" attached hereto and incorporated herein by this reference; and

WHEREAS, on July 1, 2009, LICENSEE, under the prior business name of Art From Scrap, and COUNTY, through its Public Works Department/Project Clean Water, entered into an original one-year Lease and Service Agreement granted pursuant to California Government Code Section 26227 which commenced July 1, 2009 and expired June 30, 2010, plus five (5) additional one-year extensions through June 30, 2015 (hereinafter “Original Lease”); and

WHEREAS, on July 1, 2015, LICENSEE and COUNTY entered into a current five-year Lease Agreement which expired on June 30, 2020 (hereinafter “Expired Lease”) and under which LICENSEE remains in month-to-month holdover tenancy; and

WHEREAS, LICENSEE and COUNTY desire to continue working cooperatively with other governmental and non-governmental watershed agencies and organizations to enhance public awareness of the origins and causes of watershed pollution and habitat degradation by providing an educational program in riparian, wetlands and marine ecology (hereinafter “Program”) and desire to enter into a new lease Agreement subject to the terms and conditions contained herein which shall replace the Expired Lease in its entirety.

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

1. ADMINISTRATION AND ENFORCEMENT: The provisions of this Agreement shall be administered and enforced for COUNTY through the Community Services Department Director, or Director’s designee. The COUNTY’S Community Services Department Director, or Director’s designee, shall be the priority contact with LICENSEE and is the reviewing department which will make periodic visits to the Site for inspection and/or other matters as necessary.

2. LICENSED AREA: For and in consideration of the covenants to be performed by LICENSEE under this Agreement, COUNTY hereby grants to LICENSEE a personal, revocable and non-exclusive right to enter, access, occupy, and use the Premises, for LICENSEE’s Programs, the area as shown on Exhibit “B”, attached hereto and incorporated herein by this reference, consisting of the top floor of the building, wood deck, basement storage/wet lab area, and a pergola/potting shed, (collectively, the “Licensed Area”), and shared use of the common areas within the Premises.

3. PURPOSE AND USE: LICENSEE shall manage and maintain the Licensed Area consistent with LICENSEE’s Program, and shall provide all other services approved by COUNTY which is incidental thereto. LICENSEE shall also comply with all COUNTY security programs and policies regarding the Property, Premises, and Licensed Area. In addition, COUNTY, LICENSEE, and co-licensees will work cooperatively for the use of co-licensee’s designated areas for public display and educational purposes.

4. RIGHTS GRANTED: COUNTY hereby grants to LICENSEE a personal, revocable, and non-exclusive right to enter, access, occupy, and use the Premises for LICENSEE’s services including, subject to change as mutually agreed in writing by COUNTY and LICENSEE.

A. Days and Hours of Use: LICENSEE shall have the exclusive use of the Premises every Monday through Friday from 8:00 a.m. to 3:00 p.m. for school field trips and its educational programs, and LICENSEE shall have the exclusive use of the Premises every second Sunday of each month from 8:00 a.m. to 3:00 p.m. at which time the Premises shall be open to the public for LICENSEE's educational programs (hereinafter "LICENSEE's Regular Hours"). LICENSEE's Regular Hours may be modified, from time to time, upon mutual agreement between LICENSEE and COUNTY to facilitate the cooperative use of the Property by both parties, should certain circumstances and/or Reserved Events require such modification and when said modification does not interfere with LICENSEE's use of the Premises.

LICENSEE shall have the right to use the Premises at times other than LICENSEE's Regular Hours, provided such use by LICENSEE does not conflict with Reserved Events (as defined below in Section 9, SCHEDULING AND MANGEMENT OF RESERVED EVENTS) or COUNTY's use as set forth in Section 5, COUNTY USE OF PROPERTY. COUNTY shall make reasonable efforts to arrange for LICENSEE to view online the schedule for such Reserved Events.

B. Common Area Access: The areas of the Property that are not leased, licensed, or reserved for use by other groups, or reserved for COUNTY use, shall be considered common areas for the purpose of this Agreement and may only be used pursuant to a valid reservation or with prior approval by COUNTY.

5. COUNTY USE OF PROPERTY AND PREMISES: COUNTY reserves the right to use the Property and may, at its option, have exclusive use of the Property and Premises for special and public events at any time other than LICENSEE's Regular Hours. COUNTY and LICENSEE shall cooperate to ensure those special events do not interfere with LICENSEE's operations.

6. TERM: The term of this Agreement shall be for a period of five (5) years ("Term"), and shall commence on the day of the month following the final execution of this Agreement by the Board of Supervisors (the "Commencement Date"), subject to such provisions for termination as contained here, unless extended by mutual agreement of the parties in accordance with Section 7, EXTENSION PERIOD, and for so long as LICENSEE's operations are consistent with the purpose set forth in this Agreement.

7. EXTENSION PERIOD: In the event this Agreement has not otherwise been terminated and LICENSEE is in good standing at the end of the above-referenced term, LICENSEE may request an extension of said term for a period of one (1) year ("Extension Period") by providing written notice to COUNTY at least ninety (90) days prior to the termination of the Term. The Director is hereby authorized to grant LICENSEE's request to extend the Term. Failure of LICENSEE to request such an extension within the specified notification period shall be notice to COUNTY of LICENSEE's intent to terminate the Agreement at the end of the then-current Term.

8. RENT: In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of LICENSEE are a benefit to the community and in consideration of LICENSEE's maintenance and management of the Premises and performance of the Program, base rent shall be waived during the Term and Extension Period.

Should, for any reason, it be determined that LICENSEE's operations and/or services provided by LICENSEE are no longer a benefit to the community, or should LICENSEE lose its "non-profit" status, or, should the aforementioned Government Code Section be repealed or replaced such that LICENSEE no longer qualifies for the rights granted hereunder, LICENSEE shall pay fair market rent for the Premises upon written notice from COUNTY, or terminate this Agreement upon ninety (90) days advance written notice to COUNTY. In the event LICENSEE elects to remain in possession and pay fair market rent, COUNTY shall perform an assessment of fair market rents for comparable sites similar in size and location, the purpose of which is to determine the then current fair market rent for the Premises. Upon completion of this assessment, COUNTY and LICENSEE shall agree in writing to the new monthly rent. Rent payments shall be paid on a monthly basis, in advance, on or before the first (1st) day of each month, and shall be made payable to and delivered to COUNTY at the address stated in Section 30, NOTICES. All monthly rent due to COUNTY for the remainder of the Term and Extension Term of this Agreement and shall rise 3% per year on the first (1st) day of each thirteenth (13th) month during which rent payments are due, and annually thereafter.

If the parties cannot agree on a fair market rent then either party may elect to terminate this Agreement in accordance with Section 35, TERMINATION.

9. SCHEDULING AND MANAGEMENT OF RESERVED EVENTS: LICENSEE is aware that it shares the Property and Premises with other co-licensees and their clients, guests, visitors, and the general public. Prior to scheduling events and charitable use of the Premises, LICENSEE shall coordinate with COUNTY Parks Division to ensure parking and other special needs of COUNTY, all tenants, co-licensees, and their guests, visitors, clients, and the general public. Where there is a conflict in scheduling events, including by COUNTY, COUNTY's Director, or designee, shall make the final determination.

10. ACCESS TO PREMISES: LICENSEE shall only access the Premises using the existing road and parking lots. COUNTY shall not be responsible for maintaining access to the Premises and shall not be liable to LICENSEE for lack of such access; however, in the event that the Premises becomes inaccessible as a result of natural causes, COUNTY shall, to the extent reasonably necessary, cooperate with LICENSEE to restore access in a timely fashion.

Replacement of lost or stolen keys and costs to re-key doors, if necessary, shall be the responsibility of LICENSEE. Upon expiration or earlier termination of this Agreement, LICENSEE shall be responsible to return all keys to COUNTY.

11. SITE SUITABILITY: LICENSEE has been operating the Premises for 11 years under an expiring agreement and has therefore determined that the Premises continues to be suitable for LICENSEE'S intended operations, and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the Premises, as shown in Exhibit "B" hereof, in its existing condition.

LICENSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LICENSEE.

12. PERMITS, CONSTRUCTION AND IMPROVEMENTS: In the event LICENSEE wishes to alter or improve the Site or Facility, LICENSEE shall obtain advance written approval from COUNTY'S General Services Department/Real Estate Services Manager, and shall comply with all requirements of the County Architect and all permits. Copies of any required Land Use Permit(s) and/or Building Permit(s) shall be delivered to COUNTY.

LICENSEE shall give COUNTY no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Premises and shall keep it free and clear of liens for labor and materials.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LICENSEE to undertake construction of additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

13. ABANDONMENT OF THE PROPERTY AND/OR PREMISES: LICENSEE shall not abandon, vacate, surrender or assign use of the Property and/or Premises at any time during the term of this Agreement. If LICENSEE does abandon, vacate, surrender or assign use of the Property and/or Premises, this Agreement and all of LICENSEE'S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to LICENSEE. In the event of such termination, the Facility and any personal property belonging to LICENSEE and left on the Property and/or Premises more than thirty (30) days after the mailing of such termination letter 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 termination, or other expiration of this Agreement.

14. CONVEYANCE OF REAL PROPERTY: COUNTY shall have the right to convey real property interests in the Property and Premises. Said conveyance shall not unduly interfere with LICENSEE'S interests herein and LICENSEE shall not interfere with any such rights granted by COUNTY. COUNTY shall notify LICENSEE before a conveyance of real property interest and furnish LICENSEE with information concerning such proposed conveyance.

15. NONINTERFERENCE: LICENSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, volunteers, guests, invitees, agents and/or contractors, to use any portion of the Property or Premises in any way which interferes with the use of such by COUNTY or other licensees of COUNTY occupying the Premises. Such interference shall be deemed a material breach, and LICENSEE shall terminate said interference immediately upon notice from COUNTY. In the event LICENSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

16. UTILITIES/TRASH DISPOSAL SERVICES: LICENSEE shall make all arrangements for and shall pay when due any utilities and services furnished to or used by LICENSEE at the Premises, including but not limited to janitorial, electricity, gas, telephone, cable and internet services, solar panels and systems, and for any required connection charges for said utilities, where charges for these services can be made separately from those charges for other tenants of the Property. All accounts for such utilities as electricity, gas, telephone, light, and other public utility services including trash disposal services shall

name LICENSEE as the responsible party. COUNTY shall provide water and sewer services to the Property and Premises at no cost to LICENSEE.

17. MAINTENANCE AND REPAIR: During the term of this Agreement, including any extensions, LICENSEE agrees to keep in good maintenance and repair, at its sole expense, the Property and Premises, including, but not limited to:

A. LICENSEE's Responsibilities: LICENSEE shall, at its sole cost and expense, maintain the interior and exterior of the Premises in a good, clean, and orderly condition. In the event that the Property or Premises is in need of maintenance or repair, LICENSEE shall contact the COUNTY's designated representative, as described below. COUNTY'S designated representative shall meet with LICENSEE to assess the work requested and shall take one of the following actions: 1) If repair is the responsibility of COUNTY as set forth in paragraph B of this Section, COUNTY shall complete the maintenance or repair in a timely manner; or 2) If repair is responsibility of LICENSEE, COUNTY shall complete the maintenance or repair in a timely manner and invoice LICENSEE for the actual cost, or refer LICENSEE to a COUNTY-approved independent contractor specializing in the required maintenance or repair. LICENSEE shall pay the invoices from COUNTY or independent contractor respectively within THIRTY (30) days of receipt.

LICENSEE shall be solely responsible to maintain in good condition and repair the solar system and solar panels, all interior and exterior exhibits and/or displays, all tire mosaics, deck art, interpretive signage, static and interpretive displays, all interior improvements, furniture, training equipment and trade-in-stock used in connection with the Program and the management of the SCWRC. LICENSEE shall replace, when necessary, light bulbs in light fixtures mounted to the exterior of the Facility for security purposes.

In the event of an emergency such that the Property or Premises requires immediate maintenance or repair, or such that LICENSEE's operations thereon will be negatively impacted by any delay, LICENSEE shall first contact COUNTY's designated representative, and if COUNTY's designated representative is not available, may independently contract for such maintenance or repair. In such an event, LICENSEE shall ensure that any maintenance or repair will conform to COUNTY maintenance standards, to be determined by COUNTY.

Designated Representative: County of Santa Barbara
Parks Division
South County Operations/Maintenance
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Operations Manager
(805) 681-5651

B. COUNTY'S Responsibilities: COUNTY shall maintain and repair the basic structure of the Premises, including but not limited to its foundation, floors, roof partitions, exterior walls, plumbing, heating, electrical, and water and sewer systems, which supply the Property and Premises or are within the walls thereof, outdoor pergola/potting shed, wood deck and stairs, concrete stairs, ramp, sidewalks,

estuary view deck and railings. COUNTY reserves the right to reimbursement for any damage caused by LICENSEE.

COUNTY, its agents, employees and contractors reserve the right to enter the Property and Premises at all reasonable times to perform maintenance and repair, as needed. This right extends to public utilities in regard to repair, maintenance, construction and demolition of utility infrastructure on the Premises and Property, including appurtenances.

18. LANDSCAPING: Maintenance of landscape area adjacent to or surrounding the Premises is the responsibility of COUNTY who will perform regular maintenance, remove landscape debris, and maintain irrigation systems. LICENSEE shall will notify COUNTY if landscape attention is needed. LICENSEE shall advise and secure native plan installments and native plan signage.

19. TRASH DISPOSAL: LICENSEE shall be responsible for the removal of and cost to remove all refuse, waste and rubbish from the Facility and Premises resulting from LICENSEE'S operations and depositing such in proper receptacle which is LICENSEE'S obligation to provide.

20. SUCCESSORS IN INTEREST: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which LICENSEE may be merged.

21. INDEMNIFICATION: LICENSEE 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. LICENSEE'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.

22. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS: LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

23. INSURANCE: LICENSEE shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with LICENSEE'S operation and use of the licensed premises. The cost of such insurance shall be borne by LICENSEE.

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. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if LICENSEES have 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 LICENSEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

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 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 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 LICENSEES' 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 LICENSEES' 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 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 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 LICENSEE's 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 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 term commences. However, failure to obtain the required documents prior to the term beginning shall not waive LICENSEE's obligation to provide them. 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 this Agreement. Maintenance of required insurance coverage is a material element of this 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 this Agreement.

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. 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.

24. ENVIRONMENTAL IMPAIRMENT: LICENSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property or Premises due to LICENSEE's use and occupancy, LICENSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LICENSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of

LICENSEE's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LICENSEE's use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

25. TOXICS: LICENSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site or Property unless specifically authorized by this Agreement. LICENSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its agents, employees, or designees on or in the Facility, Site or Property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

26. COMPLIANCE WITH THE LAW: LICENSEE shall comply with all applicable laws, rules, and regulations affecting the Site, Property or Premises now or hereafter in effect.

27. TAXES AND ASSESSMENTS: LICENSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, which, due to LICENSEE's Facility may be levied upon said Facility and/or Site during the term of this Agreement. LICENSEE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LICENSEE may be required to pay any tax levied on such interest.

28. INDEMNIFICATION AND INSURANCE: LICENSEE shall comply with the indemnification and insurance provisions as set forth above.

29. NON-DISCRIMINATION: Neither party, its officers, agents or employees, in the operations to be conducted pursuant to the provisions of this Agreement, will discriminate or permit discrimination against any person or class of persons by reason of race, color, age, creed, religion, ancestry, sex, or national origin in any manner prohibited by the laws of the United States, the State of California or any County ordinance. Non-compliance with provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, the non-offending party shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

30. NOTICES: Any notice to be given to the parties, or the other, shall be in writing and shall be served, either personally or by first class mail to the following:

To COUNTY: County of Santa Barbara
Parks Division
South County Operations/Maintenance
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Operations Manager
(805) 681-5651

With copy to: County of Santa Barbara
General Services Department
Office of Real Estate Services
1105 Santa Barbara Street, Second Floor
Santa Barbara, CA 93101
(805) 568-2625

To LICENSEE: Explore Ecology
Attn: Lindsay Johnson, Executive Director
302 East Cota Street
Santa Barbara, CA 93101
(805) 884-0459 ext. 14

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

31. DEFAULT: Except as otherwise required herein, should LICENSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LICENSEE specifying the particulars of the default and LICENSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LICENSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

32. REMEDIES: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 33, WAIVER, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LICENSEE is the nondefaulting party, LICENSEE may terminate the Agreement and surrender use of the Site.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LICENSEE shall vacate within 30 days of written notice from COUNTY.

33. **WAIVER**: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

34. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

35. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEE shall cease and LICENSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site:

A. Upon expiration or earlier termination of the Agreement as provided in Section 6, TERM;
or

B. Upon ninety (90) day written notice from LICENSEE or COUNTY, which may be provided with or without cause; or

C. Upon abandonment of the Facility and Site as provided in Section 13, ABANDONMENT OF THE PROPERTY AND/OR PREMISES; or

D. Upon the failure of LICENSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 31, DEFAULT; or

E. As provided below in Section 36, DESTRUCTION.

36. **DESTRUCTION**: If the Premises or the Property is partially or totally destroyed by fire or other casualty, this Agreement, at the option of LICENSEE, shall terminate. If LICENSEE chooses to terminate the Agreement then LICENSEE, at COUNTY'S option, shall remove all structures and equipment from the Property and Premises and shall return the Premises to its original condition as near as is practical.

37. **HOLDING OVER**: Should LICENSEE occupy the Premises after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month.

38. **AGENCY DISCLOSURE**: LICENSEE acknowledges that the General Services Department, Real Estate Services Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LICENSEE nor a dual agent in this transaction.

39. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, LICENSEE shall vacate and surrender possession of, and any claim to the Premises, leaving it in good condition, except for ordinary wear and tear.

In the event any portion of the Premises is removed by LICENSEE or agent therefore, then upon completion of said removal, LICENSEE shall provide the COUNTY with written notice that said

Premises has been removed and the Site has been restored to its pre-Agreement condition as near as is practicable.

40. CAPTIONS: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

41. SEVERABILITY: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

42. 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 LICENSEE to its terms and conditions or to carry out duties contemplated herein.

43. CONSTRUCTION: The parties have negotiated the terms of this Agreement. They have consulted an attorney when they felt the need. The terms of this Agreement reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

44. ELECTRONICALLY TRANSMITTED SIGNATURES: In the event the parties hereto elect to utilize electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures.

45. ENTIRE AGREEMENT: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

Project: Explore Ecology License Agreement at South Coast Watershed Resource Center, Arroyo Burro Beach County Park

APN: 047-092-013 (portion)

Folio: 003586

Agent: SD

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA

By: *Shirley Alta Guerra*
Deputy

Bob Nelson
Bob Nelson, Chair
Board of Supervisors

Date: 4/20/2021

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

DocuSigned by:
Scott Greenwood
D0A627A89DD64A5
By: Scott Greenwood
Deputy County Counsel

DocuSigned by:
Betsy M. Schaffer
E4998503A4364B7...
By: Deputy

APPROVED:

DocuSigned by:
Ray Aromatorio
D3DB8526E16F47F...
By: Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

DocuSigned by:
Skip Grey
AB6DED78FAF541E...
By: Skip Grey, Deputy Director
General Services Department

APPROVED:

DocuSigned by:
George Chapjian
516A633ACE984E9...
By: George Chapjian, Director
Community Services Department

Project: Explore Ecology License Agreement at South Coast Watershed Resource Center, Arroyo Burro Beach County Park
APN: 047-092-013 (portion)
Folio: 003586
Agent: SD

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

“LICENSEE”
EXPLORE ECOLOGY, a California non-profit corporation

By: 
Susan Tompkins, Chief Executive Officer

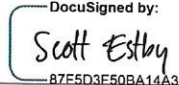
By: 
Scott Estby, Chief Financial Officer

EXHIBIT "A"

Location Map

APN 047-092-013

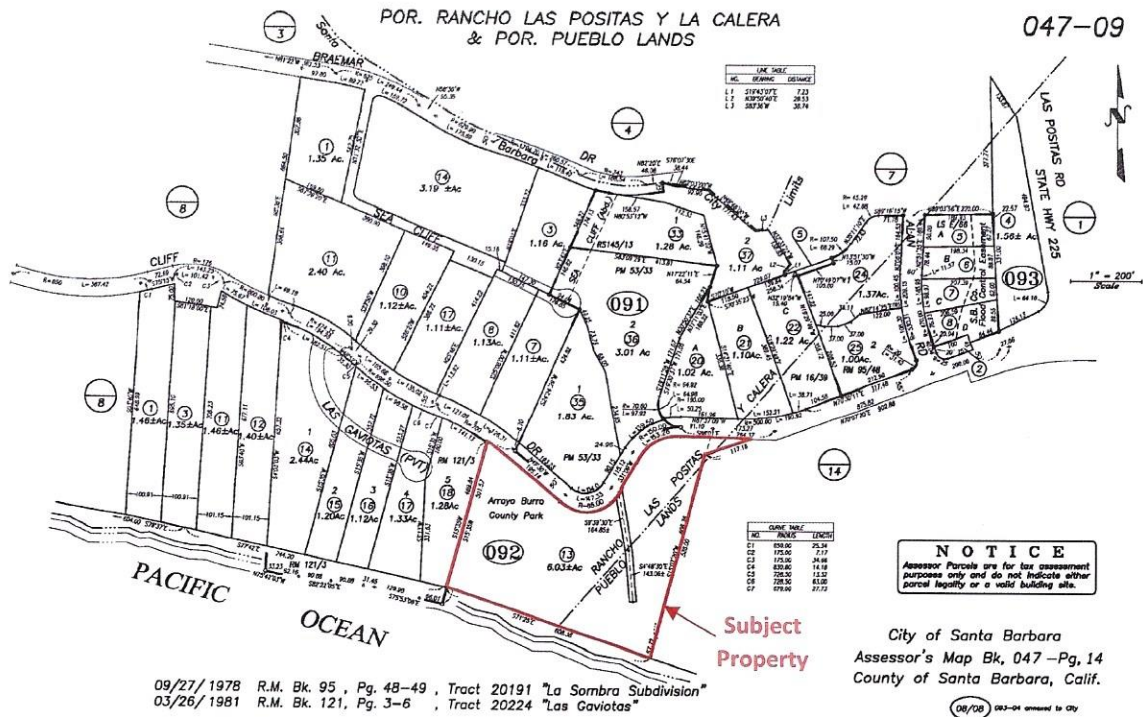


EXHIBIT "B-1" Overall Site Plan

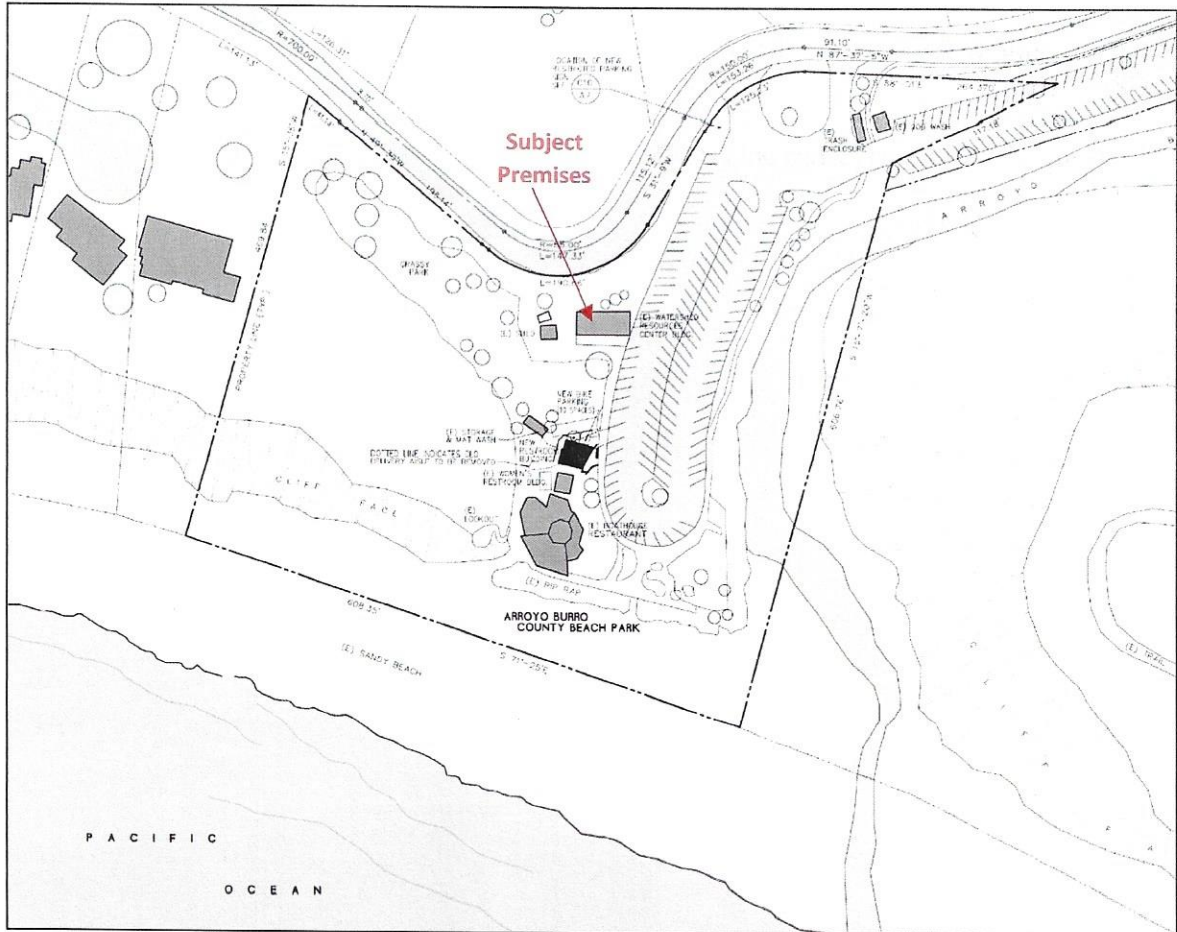


EXHIBIT "B-2" Detailed Site Plan

