

Project: Bridgehouse
APN: 099-150-057
Folio: 003674
Agent: CS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "Agreement") is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "COUNTY"), and GOOD SAMARITAN SHELTER, a California public benefit corporation (hereinafter "LICENSEE"), with reference to the following:

WHEREAS, the COUNTY is the fee owner of that certain real property and improvements commonly known as "Bridgehouse", located at 2025 Sweeney Road, Lompoc, CA 93436, consisting of a portion of Assessor Parcel Number 099-150-057, and more particularly described on "EXHIBIT A" incorporated herein by this reference, (the "Property"); and

WHEREAS, the improvements on the Property include a building which has been used as an emergency shelter and a transitional housing facility ("Shelter"), and COUNTY and LICENSEE desire to have that use continue on the Property; and

WHEREAS, LICENSEE is funded through separate agreements to maintain and operate the Shelter; and

WHEREAS, the COUNTY may provide funding such as General Fund Contributions and federal funds, subject to availability and at the discretion of the Santa Barbara County Board of Supervisors, to the LICENSEE to maintain and operate the Shelter and/or provide services for homeless individuals and families; and

WHEREAS, California Government Code Section 26227 allows the COUNTY to fund programs deemed necessary to meet the social needs of the population of the COUNTY and to make available any real property of the COUNTY which will not be needed for COUNTY purposes during the time of possession, to be used to carry out such programs.

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

1. ADMINISTRATION AND ENFORCEMENT: The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of the General Services Department.
2. LICENSED AREA: For and in consideration of the covenants to be performed by LICENSEE under this Agreement, COUNTY hereby grants to LICENSEE and LICENSEE hereby takes from COUNTY the portion of the Property identified on Exhibit A, consisting of a two-story residential dormitory building containing 3,770 square feet and a two-story multi-purpose building containing 6,776 square feet, together with surrounding outdoor space, parking

lot and access from Sweeney Road. The multi-purpose building includes a large gymnasium and open space in the easterly portion of the facility. The westerly portion has a large commercial kitchen, storage downstairs and offices upstairs.

3. PURPOSE AND USE OF PROPERTY: LICENSEE shall use the Property solely for the purpose of providing services for homeless individuals and families seven days a week during the term of this Agreement and administering all tasks in the provisions of the aforementioned public services in compliance with all applicable state and local laws, regulations, rules and ordinances, guidelines, policies, directives, and standards and/or agreements. LICENSEE shall not use the Property for any other purposes without the express written consent of COUNTY.

4. TERM: The term of this Agreement shall commence upon COUNTY'S final execution of the Agreement, and shall continue for approximately SEVEN (7) years, expiring on March 31, 2022, subject to the termination provisions contained herein.

5. 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 of the Property and provision of services for homeless individuals and families, base rent shall be waived during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LICENSEE are no longer a benefit to the community, or, should the afore-mentioned 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 Property, or terminate this License upon NINETY (90) days written notice to COUNTY.

6. PROPERTY SUITABILITY: LICENSEE has investigated the Property and has determined that it is suitable for LICENSEE'S intended operations as a shelter, and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the Property, in its existing condition.

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

7. ABANDONMENT: LICENSEE shall not abandon, vacate, surrender or assign use of the Property at any time during the term of this Agreement. If LICENSEE does abandon, vacate, surrender or assign use of the Property, this Agreement and all of LICENSEE'S rights thereto shall terminate at the option of COUNTY. Except as set forth in Section 27, TERMINATION, any personal property belonging to LICENSEE and left on the Property more than thirty (30) days after LICENSEE vacates the Property, shall be deemed abandoned at the option of COUNTY, and title shall pass to COUNTY. This provision shall also apply to personal property left after the termination, or other expiration of this Agreement.

8. NONINTERFERENCE: LICENSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, clients, tenants, invitees, volunteers, agents and/or independent contractors, to use any portion of the Property in any way which interferes with other COUNTY operations on the Property. Such interference shall be deemed a material breach, and LICENSEE shall terminate said interference immediately upon notice from COUNTY.

9. UTILITY CHARGES: COUNTY shall provide utilities to LICENSEE, subject to COUNTY'S right to reimbursement from LICENSEE. The term "utilities" shall include, electricity, gas and trash, but does not include water/sewer, telephone or cable TV.

Currently, the Property is supplied water from a well with water storage and distribution facilities and is served by a septic system. The LICENSEE understands that the well, water distribution, and septic system are antiquated and the COUNTY makes no assurances that the well, distribution system, or septic system will provide adequate service for use by LICENSEE.

The COUNTY will advise LICENSEE on the availability of water from the well and may advise LICENSEE of the following actions regarding the provision of water to the Property:

A. The COUNTY reserves the right to charge a fee to the LICENSEE representing a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary to provide water service. These expenses include the cost of electricity for pumping, repairs and maintenance on the well and water distribution system.

B. COUNTY shall advise LICENSEE of the requirement to pay a proportionate share of costs prior to the COUNTY'S expenditure for system maintenance, replacement or improvement to the well or water distribution system.

C. If the COUNTY provides an alternate, non-well water source of water, the COUNTY may require the LICENSEE to pay for the alternate water source.

D. The COUNTY reserves the right to restrict water usage on the property in an emergency situation. An 'emergency situation' could include the failure of the well or water distribution system to deliver sufficient water to meet the needs of the LICENSEE to operate the Shelter, non-availability of alternate, non-well water, drought declaration, or other situation.

E. In the event the well can no longer supply water, or that substitute water supplies are unavailable or there is insufficient funding to purchase substitute water supplies, the COUNTY is not obligated to provide water service to the Property or the LICENSEE, and may inform LICENSEE that water service will terminate. The termination of water service may require immediate closure of the Shelter. COUNTY will provide reasonable notice to LICENSEE if the closure of the Shelter is eminent.

F. The COUNTY will explore the availability of alternate sources of water and will advise LICENSEE on whether water will continue to be provided to the Property once an emergency situation has been declared by either the COUNTY or the LICENSEE.

G. The COUNTY bears responsibility for ensuring that any fire emergency water tanks are filled and that all other fire safety requirements are satisfied.

10. MAINTENANCE AND REPAIR: The Property is being accepted by LICENSEE in its current condition. LICENSEE is responsible for all maintenance and repair to the Property, except as set forth in Section 9, UTILITY CHARGES. LICENSEE is not obligated to repair existing defects on the Property except as may be necessary to maintain the Property in a safe and habitable condition. COUNTY, its elected officials, officers, agents, employees and representatives, attorneys and contractors or its designees reserve the right to enter the Property at all reasonable times to inspect the Property, and LICENSEE agrees that it will facilitate any such inspection.

11. ASSIGNMENT/SUBLICENSE: LICENSEE shall not assign, license, sublicense, pledge as security, sublease or lease the Property or any part thereof or any right or privilege appurtenant thereto without COUNTY'S prior written consent. A consent by COUNTY to one assignment shall not be deemed to be a consent to any subsequent assignment. Any such action

made contrary to this section shall be null and void.

12. 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.

13. 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' sole negligence or willful misconduct.

14. 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.

15. 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 LICENSEE operation and use of the leased Property. The cost of such insurance shall be borne by the 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 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 the LICENSEE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

- i. **Additional Insured** – The 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 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.

- 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 affect 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 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 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 LICENSEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. 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. 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. 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.”

16. NONDISCRIMINATION: LICENSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor. LICENSEE shall also comply with applicable State or Federal laws, rules and regulations regarding nondiscrimination.

17. ENVIRONMENTAL IMPAIRMENT: LICENSEE shall comply with all applicable laws, regulations, ordinances, guidelines, policies, directives, standards, 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 by COUNTY. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to LICENSEE 's use and occupancy, LICENSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. LICENSEE shall indemnify, hold harmless, and defend COUNTY from and against any and all claims, demands, causes of action, damages, costs, expenses (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs), judgments, or liabilities incurred by COUNTY arising out of, in connection with, or related to LICENSEE'S breach of this section, or arising out of, in connection with, or related to any such discharge, leakage, spillage, emission or pollution due to LICENSEE'S use and occupancy, regardless of whether such claim, demand, cause of action, damage, cost, expense, judgment or liability arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

18. TOXICS: LICENSEE shall not manufacture or generate hazardous wastes on the Property. LICENSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its officers, agents, representatives, employees, volunteers, independent contractors or designees on the Property and/or Shelter during the term of this Agreement, and shall comply with and be bound by all applicable provisions of such 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.

19. DAMAGE TO PROPERTY: LICENSEE shall protect and be responsible for any loss, destruction, or damage to Property that results from, or is caused by LICENSEE'S willful misconduct or negligent acts or omissions or from the failure on the part of LICENSEE to maintain and administer the Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, LICENSEE shall be liable to COUNTY for any damages resulting from damage to Property, which damages result from or are caused by LICENSEE'S willful misconduct or negligence. LICENSEE shall ensure that the Property is

returned to COUNTY in like condition to that in which it was furnished to LICENSEE, reasonable wear and tear excepted. LICENSEE shall repair or make good any such damage, destruction or loss at any COUNTY Site, and shall do so without requesting contribution from COUNTY or assistance from COUNTY officers or employees.

Upon the loss or destruction of, or damage to any portion of the Property, LICENSEE shall notify the COUNTY thereof and shall take all reasonable steps to protect the Property from further damage.

20. COMPLIANCE WITH THE LAW: LICENSEE shall comply with all applicable laws, rules, regulations and ordinances all as amended, affecting the Property now or hereafter in effect. In addition, LICENSEE shall comply with all applicable COUNTY security programs and policies regarding the Property

21. TAXES AND ASSESSMENTS, POSSESSORY INTEREST: LICENSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LICENSEE'S operations, may be levied upon the Property during the term of this Agreement.

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

COUNTY: County of Santa Barbara
Department of Community Services
Attn: Director
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101

and

County of Santa Barbara
Department of General Services
Attn: Director
105 East Anapamu Street
Santa Barbara, CA 93101

LICENSEE: Executive Director
Good Samaritan Shelters
245 East Inger Street #103-B
Santa Maria, CA 93454

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

23. 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.

24. 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 25, 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 COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LICENSEE shall surrender use of and vacate the Property within THIRTY (30) days of receipt of written notice of termination from COUNTY.

25. WAIVER: It is understood and agreed that any waiver of any term of this Agreement or any default or breach of this Agreement shall not be deemed to be a waiver of any continuing or subsequent default or breach or of any other provision of this Agreement. Waivers of provisions of this Agreement must be in writing and signed by the Director of Santa Barbara County Community Services Department or his designee and LICENSEE.

26. 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.

27. 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 Property:

A. Upon expiration or earlier termination of the Agreement as provided in Section 4. TERM; or

B. Upon the expiration of Ninety (90) days after delivery of written notice to terminate by either party which notice may be for convenience, or for a mutually agreed upon termination cause; or

C. Upon abandonment of the Property as provided in Section 7. ABANDONMENT;

or
D. In the event of closure of the Shelter pursuant to Section 9. UTILITY CHARGES;

or
E. Upon LICENSEE'S default as provided in Section 23. DEFAULT, and in Section 24. REMEDIES; or

F. As provided in Section 28. DESTRUCTION of Property.

Upon termination of this Agreement, as set forth in either this Section or Sections above, all rights of LICENSEE to occupy the Property shall cease, and LICENSEE shall quietly and peacefully deliver to COUNTY possession of the Property including all fixtures, furniture and equipment in or about the Property that was either in or about the Property when LICENSEE took possession of the Property or that was paid for with funds provided by COUNTY, and such fixtures, furniture and equipment shall be deemed to be the property of the COUNTY. Notwithstanding the above, the parties may extend this Agreement in writing.

28. DESTRUCTION: If 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 of

LICENSEE'S structures and equipment from the Property and shall return the Property to its original condition as near as is practical.

29. HOLDING OVER: Should LICENSEE occupy the Property after the expiration date of this Agreement with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month.

30. AGENCY DISCLOSURE: LICENSEE acknowledges that the COUNTY is not its agent in this transaction nor does it provide legal representation to LICENSEE. LICENSEE has had the opportunity to consult with its own attorneys regarding this Agreement. COUNTY is neither the agent for LICENSEE nor a dual agent in this transaction and has not provided legal advice to LICENSEE.

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

32. 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.

33. 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.

34. 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.

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IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA, a
political subdivision of the State of California

ATTEST
MONA MIYASOTO
CLERK OF THE BOARD

Supervisor Janet Wolf
Chair, Board of Supervisors

By _____
Deputy Clerk

Dated: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL


APPROVED AS TO ACCOUNTING FORM
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER


By 
Deputy County Counsel

By 
Deputy Auditor-Controller

APPROVED:

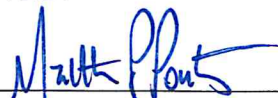
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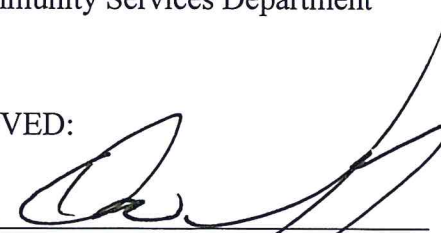
By 
Ray Aromatorio, ARM, AIC
Risk Manager

By 
Renee Bahl, Interim Director
Community Services Department

APPROVED:


APPROVED:

By: 
Matthew P. Pontes, Director
General Services Department

By: 
Don E. Grady, Esq.
Real Property Division Manager

(LICENSEE'S signatures)

"LICENSEE"
GOOD SAMARITAN SHELTER,
a California public benefit corporation

By 
Sylvia Barnard, Executive Director

By 
Jack Boysen, Chief Financial Officer

EXHIBIT A
APN 099-150-057

