

Project: Community Relief Services Center at
Orfalea House
APN: 009-293-006
Folio: 003869
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 1283 CVC, LLC, a limited liability corporation (hereinafter "LICENSOR"), with reference to the following:

WHEREAS, LICENSOR is the fee owner of that certain real property and improvements commonly known as Orfalea House, located at 1283 Coast Village Circle, Montecito, CA 93108, also identified as Assessor Parcel Number 009-293-006, and shown as the slashed area on "EXHIBIT A", attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the improvements on the Property include an approximate 3,600 square foot building, with parking for approximately 11 vehicles, a storage shed and gated and fully-landscaped grounds shown on "EXHIBIT B" attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, COUNTY local communities have experienced two major federally declared disasters and must provide services for the large number of individuals and families affected by them; and

WHEREAS, due to the urgency of providing these services in a timely manner, a 12A-11 License Agreement was processed for a short term of one month so as not to exceed the maximum gift value of \$10,000 and to give staff time to process a License Agreement that will be approved by the Board of Supervisors and will supersede that 12A-11 License Agreement; and

WHEREAS, LICENSOR desires to grant COUNTY use of the Premises specifically for the local residents who experienced great loss of property and life during the abovementioned disasters and are in dire need of COUNTY public services for disaster relief and recovery.

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 Ben Romo, EOC Representative, County Executive Office/Office of Emergency Management, or designee.
2. **LICENSED AREA**: For and in consideration of the covenants to be performed by COUNTY under this Agreement, LICENSOR hereby grants to COUNTY and COUNTY hereby takes from LICENSOR a nonexclusive, revocable License for the Premises identified on Exhibit B, consisting of a furnished approximate 3,600 square foot, 2-story, gated building with parking for 11 vehicles and landscaped

grounds.

3. **PURPOSE AND USE OF PROPERTY**: COUNTY shall use the Premises solely for the purpose of providing services to individuals and families suffering from the effects of the disasters. COUNTY personnel from Social Services, Behavioral Wellness, Public Works, Planning and Development and any other department who can provide any assistance will be available during the term of this Agreement to assist individuals and families in navigating through the day to day process of getting their lives back to, as near as possible, the lives they had prior to these disasters. Staff shall administer all tasks in compliance with all applicable state and local laws, regulations, rules and ordinances, guidelines, policies, directives, and standards and/or agreements. COUNTY shall not use the Premises for any other purposes without the express written consent of LICENSOR.

4. **TERM**: The term of this Agreement shall commence upon final execution of the Agreement, and shall continue for two (2) years, unless terminate as herein contained. Upon execution this Agreement shall supersede and replace the 12A-11 License Agreement.

5. **CONSIDERATION**: LICENSOR understands that the services being provided are a benefit to the local community and is granting the use of the Premises to COUNTY in consideration of COUNTY'S maintenance of the Premises and provision of services to the individuals and families affected by the disasters. Base rent shall be waived during the term and is being deemed an in-kind gift valued at \$9,500 per month.

6. **UTILITIES**: COUNTY shall be responsible for establishing accounts with utility companies and for payment when due of all charges for utilities serving the Premises. The term "utilities" shall include, electricity, gas and trash, water/sewer, cable, telephone and data.

COUNTY shall also be responsible for janitorial services for the Premises. County shall keep Premises in a clean and orderly condition at all times.

7. **MAINTENANCE AND REPAIR**: The Premises are being accepted by COUNTY in its current condition. COUNTY is responsible for all maintenance and repair to the Premises. COUNTY is not obligated to repair existing defects on the Premises except as may be necessary to maintain the Premises in a safe and habitable condition. LICENSOR, its agents, employees and representatives, contractors or its designees reserve the right to enter the Premises at all reasonable times to inspect the Premises, and COUNTY agrees that it will facilitate any such inspection.

8. **INDEMNIFICATION**: LICENSOR shall defend, indemnify, and hold COUNTY, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LICENSOR, its officers, officials, employees or agents.

COUNTY shall defend, indemnify, and hold LICENSOR, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, officials,

employees or agents.

9. **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS:** COUNTY shall notify LICENSOR 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.

10. **INSURANCE:** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

11. **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 Executive Office
Office of Emergency Management
Attn: Ben Romo
4408 Cathedral Oaks Road
Santa Barbara, CA 93110
Ofc: (805) 845-7887; Cell: (805) 896-6376
Email: bromo@sbcoem.org

and

LICENSOR: 1283CVC LLC
648 Buena Vista Drive
Montecito, CA 93108

1283 CVC LLC Rep: James Knapp, Property Mgr.
The Koto Group
(805) 973-7077
www.kotogroup.com

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.

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

13. **TERMINATION:** This Agreement shall terminate upon the expiration of THIRTY (30) days after delivery of written notification to terminate by either party which notice may be given with or without cause. The Director of the General Services Department is authorized to generate and deliver said written notification on behalf of COUNTY.

Upon termination of this Agreement, as set forth in either this Section or Sections above, all rights of COUNTY to occupy the Premises shall cease, and COUNTY shall quietly and peacefully deliver to LICENSOR possession of the Premises including all fixtures, furniture and equipment in or about the Premises that was in or about the Premises when COUNTY took possession of the Premises.

14. **GOVERNING LAW:** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by California law.

15. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts which the parties to this Agreement shall preserve undestroyed, shall together represent one and the same instrument.

16. **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.

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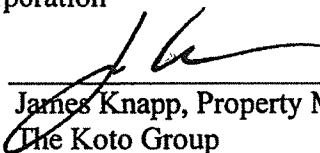
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IN WITNESS WHEREOF, COUNTY and LICENSOR have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the last date executed.

“LICENSOR”
1283 CVC, LLC, a limited liability
Corporation

By: 
James Knapp, Property Manager
The Koto Group

Dated: 3-27-18

COUNTY SIGNATURES

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

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD


By: _____
Das Williams, Chair
Board of Supervisors

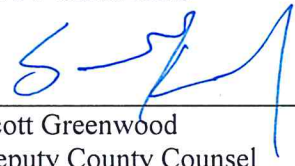
By: _____
Deputy Clerk


Dated: _____

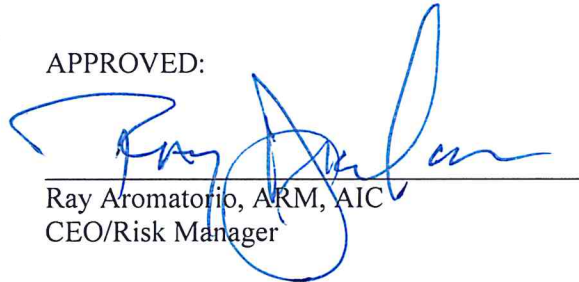
APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA, CFO
AUDITOR-CONTROLLER

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy

By: 
Scott Greenwood
Deputy County Counsel

APPROVED:

Don Grady, Manager
GS/Real Property Division

APPROVED:

Ray Aromatorio, ARM, AIC
CEO/Risk Manager

APPROVED:

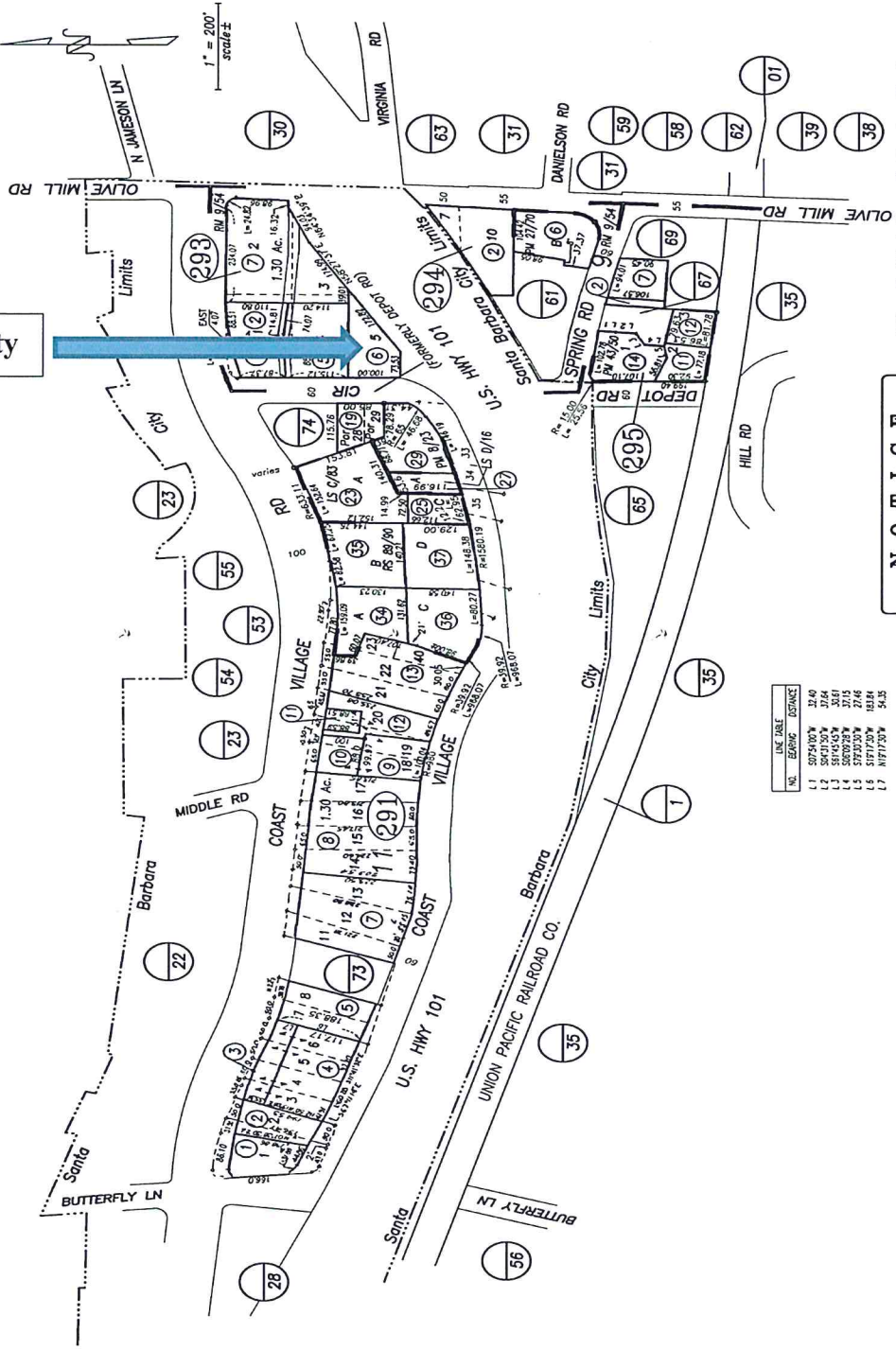
Ben Romo, EOC Representative

Exhibit "A" – The Property

009-29

Property

POR. PUEBLO LANDS



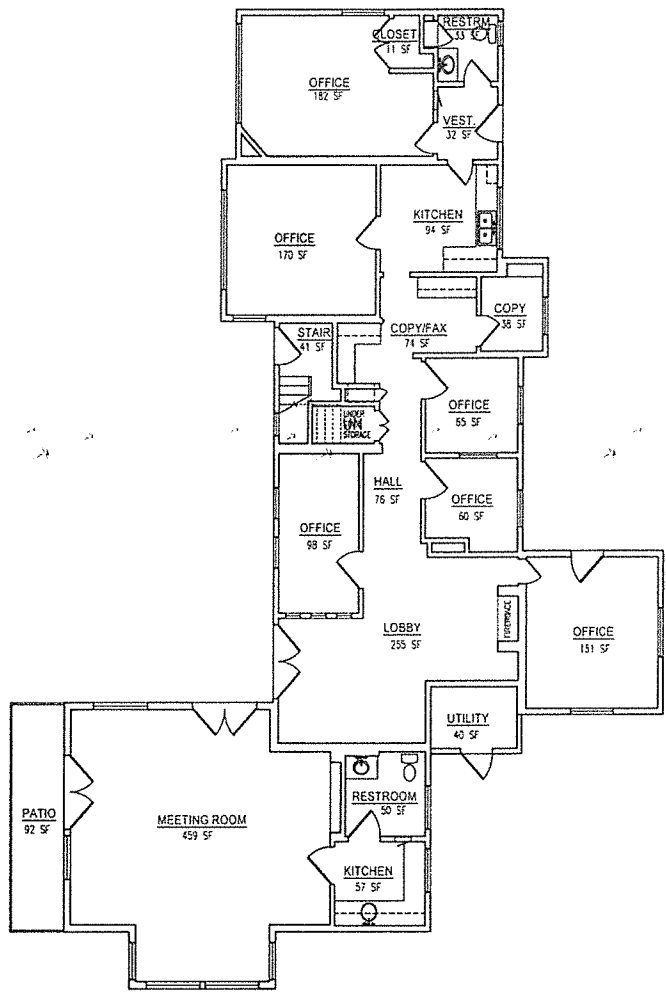
NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

LINE	DATE	BY	FOR	REASON
L1	07/24/07		32.40	
L2	08/21/07		32.44	
L3	09/18/07		32.48	
L4	10/15/07		32.52	
L5	11/12/07		32.56	
L6	12/09/07		32.60	
L7	01/06/08		32.64	

City & Vicinity of Santa Barbara
Assessor's Map Bk, 009-Pg, 29
County of Santa Barbara, Calif.

05/05/1919 R.M. Bk. 9 , Pg. 54 , Tract "The Montecito Oaks"
12/31/1887 Rack 1 , Map 3 , Tract "The Montecito Land Company"

10/14 291-18 info new Pg 740-01 doc 11



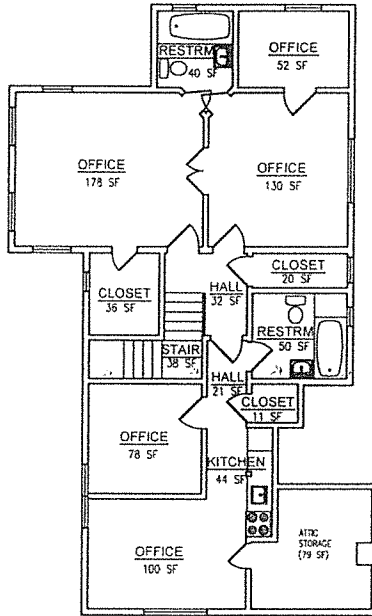
1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"



EXHIBIT "B" (Premises)

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2ND FLOOR PLAN

SCALE: 1/8" = 1'-0"



EXHIBIT "B" (Premises)

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