



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-19

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Sheriff
Department No.: 032
For Agenda Of: 9/13/2016
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: 4/5ths

TO: Board of Supervisors
FROM: Bill Brown Sheriff-Coroner
Lieutenant Erik Raney 686-5029
SUBJECT: Accept Donation of Equestrian Barn Structure

County Counsel Concurrence

As to form: Yes

Other Concurrence: N/A

As to form: N/A

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

Approve and authorize the Chair to:

- a) Accept a donation of a pre-fabricated equestrian barn, valued at \$160,000, from the Santa Barbara County Sheriff's Benevolent Posse to the Santa Barbara County Sheriff's Office.
- b) Approve Budget Journal Entry #0004732 recognizing the \$160,000 donation and appropriating the cost to capital assets.
- c) Find that the proposed action does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to 14 CCR 15378 (b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

Summary Text:

The Board's action to approve the Donation will allow the Santa Barbara County Sheriff Mounted Patrol Unit (Patrol Unit) to board and train the Patrol Unit horses at the facility they are currently leasing from the Santa Ynez Valley Equestrian Association. The County currently pays an annual membership of One Hundred Fifty Dollars (\$150) per Patrol Unit member. The Donation consists of a seven stall pre-fabricated barn which includes a tack room, training room, storage room and hay storage.

Background:

The Patrol Unit provides services for search and rescue, crowd control, parks patrol, special event and back country patrol throughout the entire County. Currently, the Patrol Unit is made up of approximately eight (8) Deputies on horseback and had previously occupied an equestrian training facility at the Burton Mesa Management Area (BMMA) owned by the State. The Sheriff's Department had entered into a Lease Agreement with the State on May 3, 1995, for a term of fifteen years which expired May 2, 2010, and was held over under the terms of that Lease Agreement until January of 2014.

In April of 2013, staff from the County Sheriff's Department and the General Services Department met with staff from California State Lands and Federal Fish and Wildlife to discuss a new lease. California State Lands and Federal Fish and Wildlife informed County staff of the Burton Mesa Ecological Reserve Land Management Plan (Land Management Plan). This Land Management Plan was passed and adopted between California State Lands and Federal Fish and Wildlife in 1997, and governs the use of the reserve.

This Land Management Plan states livestock, cattle, farming, mountain biking and various other uses and activities on the BMMA are prohibited, therefore prohibiting the Sheriff's operation of an equestrian facility. The State agreed to a lenient timeline for Sheriff and General Services to devise a plan to relocate the training facility, and to restore the premises to the condition which existed prior to the facility (normal wear and tear excepted) according to the 1995 Lease Agreement.

SYVEA is a members-only, California public benefit non-profit corporation whose mission is to provide a multi-use facility for equine activities with accompanying educational experiences in order to foster safe and humane horsemanship. The 24-acre center provides two levels (upper and lower) on the Property which offer different equine activities. The Patrol Unit entered into a lease agreement for a space for its equestrian facility on the lower level of the Property.

The Patrol Unit saw this relocation as an opportunity to establish a new and superior facility that will better fit its needs. By execution of this Lease Agreement with SYVEA, the Patrol Unit was able vacate the Burton Mesa facility and complete the restoration work of the old site at BMMA.

As described in the Board Letter for the lease agreement with the SYVEA (February 11, 2014 agenda, File #14-00122), the Patrol Unit intended to install approximately six to eight horse stalls, hay storage, one tack shed and one parking space for a horse trailer at the SYVEA Property. The Sheriff's Benevolent Posse has been working tirelessly to raise funds to assist with the purchase and installation of a barn facility since 2014. Recently, the Benevolent Posse received a donation of an 8 stall, pre-fabricated barn structure. Fundraising efforts have also allowed the Benevolent Posse to move the donated barn structure and re-construct it at the SYVEA with additional components to meet the Patrol Unit's needs. The barn is a permit-exempt building pursuant to Land Use Development Code section 35.10.040.G.1.b.

Performance Measure:

Fiscal and Facilities Impacts:

Budgeted: No **Fiscal Analysis:**

Narrative:

The donation is of a completed facility on the property of the SYVEA valued at \$160,000. BJE #0004732 recognizes the donation and a corresponding expense in Line Item 8200, Structures and

Budget Journal Entry

| | | | | | | | | | |
|-------|-----|------|------|-------------------|-------------------|------|--------|--------|--|
| 0001 | 032 | 2530 | 8200 | 160,000.00 | 1404 | 6044 | 201608 | 201608 | Rec Donation of Barr to Mounted Patrol |
| | | | | <u>160,000.00</u> | | | | | |
| Total | | | | <u>160,000.00</u> | <u>160,000.00</u> | | | | |

Signatures

| Signed By | Signed On | Department/Agency | Approval Level | Valid |
|----------------|-----------------------|-------------------------------|-----------------|-------|
| Douglas Martin | 8/29/2016 10:33:08 AM | 032 - Sheriff | Fund/Department | Y |
| Paul Clementi | 8/30/2016 10:44:46 AM | 012 - County Executive Office | CEO Analyst | Y |
| Pancho Occiano | 8/30/2016 11:06:04 AM | 061 - Auditor-Controller | FACS | Y |

Project: Sheriff Equestrian Training Facility at
Santa Ynez Valley Equestrian
Association
Folio: 003688
APN: 141-460-009, 010 & 011
Agent: AH

**LEASE AGREEMENT
(Sheriff Equestrian Training Facility)**

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

SANTA YNEZ VALLEY EQUESTRIAN ASSOCIATION,
a California public benefit non-profit corporation,
(hereinafter, "LESSOR");

and

COUNTY OF SANTA BARBARA, a political subdivision
of the State of California, (hereinafter "COUNTY");

with reference to the following:

WHEREAS, LESSOR is the owner of the property and improvements commonly known as the Santa Ynez Valley Equestrian Center located at 195 North Refugio Road, Santa Ynez, CA (hereinafter, "Property"), also known as Santa Barbara County Assessor Parcel Numbers 141-460-009, 141-460-010 and 141-460-011, shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property is a multi-use equestrian show and training facility improved with various arenas and pens, horse stables, cattle facilities, a rodeo arena, two horse show offices and a dirt parking lot; and

WHEREAS, the Mounted Patrol Unit of the Santa Barbara County's Sheriff Department (hereinafter, "Patrol Unit") trains and works with horses in order to provide services of search and rescue, crowd control for major events, parks patrol, and back country patrol throughout Santa Barbara County; and

WHEREAS, LESSOR and COUNTY desire to enter into this Agreement for the purpose of establishing a COUNTY equestrian training facility on the Property for the Patrol Unit, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the provisions, covenants and conditions hereinafter set forth, LESSOR and COUNTY agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Santa Barbara County Sheriff, or designee, and for LESSOR by the President of the Santa Ynez Valley Equestrian

Improvements. The ongoing cost to operate the facility will consist of utilities billed directly to the Sheriff's office of about \$100 per month.

Staffing Impacts:

Legal Positions:
N/A

FTEs:
N/A

Special Instructions:

Please send a minute order to Hope Vasquez, Sheriff's Office.

Attachments:

1. Copy of Original Lease Agreement between County and SYVEA.
2. Budget Journal Entry #0004732

Authored by:

Santa Barbara County Sheriff's Lieutenant Erik Raney

cc:

Budget Journal Entry

Document Number: BJE - 0004732
 Document Description: Barn
 Post On:

Batch ID: 1964507
 Processed On:
 Processed By:

Created On: 8/22/2016 7:56:14 AM
 Created By: Hope Vasquez

References

Audit Trail:

Budget Revision Request

Agenda Item: Agenda Date: 9/13/2016 Approval: BOS 4/5 Has Board Letter: Yes
 Title: Donation of barn for mounted unit from Sheriff's Benevolent Posse
 Budget Action: Increase appropriations of \$160,000 in Sheriff General Fund for Capital Assets-Structures funded by unanticipated revenue from Donations

Justification: The donation is of a completed facility on the property of the Santa Ynez Valley Equestrian Association (SYVEA) valued at \$160,000. BJE #0004732 recognises the donation and a corresponding expense in Line Item 8200, Structures and Improvements. The ongoing cost to operate the facility will consist of utilities billed directly to the Sheriff's office of about \$100 per month.

Budget Revision Request Financial Summary

| Fund | Department | Project | Object Level | Source Amount | Use Amount |
|--|---------------|---------|----------------------------|---------------|------------|
| 0001 - General | 032 - Sheriff | | 45 - Miscellaneous Revenue | 160,000.00 | 0.00 |
| 0001 - General | 032 - Sheriff | | 65 - Capital Assets | 0.00 | 160,000.00 |
| Fund: 0001 - General, Department: 032 - Sheriff Total: | | | | 160,000.00 | 160,000.00 |

Accounting

| Fund | Dept | GL Acct | LI Acct | Debit Amount | Credit Amount | Prog | OUnit | Proj | Budget Period | Description |
|------|------|---------|---------|--------------|---------------|------|-------|------|---------------|--|
| 0001 | 032 | 2420 | 5895 | 160,000.00 | | 1404 | 6044 | | 201608 | Rec Donation of Barn to Mounted Patrol |

County of Santa Barbara, FIN

Association, or designee.

2. **LEASED PREMISES:** LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR the area shown on Exhibit "B", attached hereto and incorporated by reference, which consists of the area roughly between the round pen and annex storage bin area alongside the creek bed in the south-west corner of the Property, on Assessor Parcel Number 141-460-011 (hereinafter, "Premises"). Upon commencement of this Agreement and COUNTY'S obligation to pay fees hereunder, LESSOR and COUNTY agree to collaborate in clearing the Premises, allowing enough open space to accommodate COUNTY'S needs.

3. **ACCESS:** COUNTY shall have authorization to enter the Property at any time to gain access to the Premises. LESSOR shall provide COUNTY with any keys and combinations necessary to enter the Property for access.

4. **TERM:** The term of this Agreement shall be for a period of approximately twenty (20) years, commencing on the date of execution by the Santa Barbara County Board of Supervisors (hereinafter, "Commencement Date"), and terminating on January 31, 2034, subject to provisions for termination as herein contained.

5. **RENT:** COUNTY is not required to pay any base rent for its use of the Premises; however, COUNTY shall pay the annual membership fee, currently One Hundred Fifty Dollars (\$150) (hereinafter, "Membership Fees") per individual having access to the Property. Membership Fees are subject to change and shall be paid to LESSOR on or before January 1st of each year during the entire term of this Agreement and are valid from January 1st to December 31st of each year. Should COUNTY disagree with such change in Membership Fees, COUNTY may terminate this Agreement subject to the terms and conditions set forth in Section 21 TERMINATION.

6. **USE OF PREMISES:** The Premises shall be used by the Patrol Unit solely for its equestrian boarding and training program and for no other use without the prior written consent of LESSOR. COUNTY may house its horses and/or ponies in the stalls on the Premises, provided COUNTY shall not keep or allow more than eight (8) horses and/or ponies on the Premises at any time. Additionally, no stallion may be allowed on the Premises without the express written consent of LESSOR.

7. **PORTABLE TOILET:** COUNTY is authorized to install a portable toilet on the Premises which shall be used by COUNTY, its officers, directors, volunteers, agents, employees, students, and invitees only. COUNTY shall maintain the portable toilet in good, safe, clean, and sanitary condition at all times during the term of this Agreement and shall fully remove the portable toilet upon termination.

8. **PROHIBITED USES:** COUNTY shall not commit or permit any acts on the Premises or common areas in any way that:

(a) Increase the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy insuring the Property or its contents; or

(b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises; or

(c) Obstructs or interferes with the rights of other tenants, occupants, licensees, or invitees of the Property; or

(d) Constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance as defined by the laws of California.

9. **CONDITION OF PREMISES:** COUNTY accepts the Premises in its present condition, so long as LESSOR has cleared the Premises in accordance with Section 2, LEASED PREMISES, hereof, leaving the Premises free and clear of any improvements or facilities. Any improvements and/or structures proposed by COUNTY are subject to the terms and conditions described in Section 10, **CONSTRUCTION AND IMPROVEMENTS**, and Section 11, **PERMITS AND CLEARANCES**, herein below.

COUNTY further agrees and represents to LESSOR that the Premises has been inspected and approved by COUNTY, and that the Premises is being leased by COUNTY as a result of its inspection and not as a result of any representations made by LESSOR or any agent of LESSOR. In the event that, upon taking possession of the Premises, COUNTY discovers any damage or defect, COUNTY shall notify LESSOR in writing within 21 days after taking possession. In such an event, LESSOR shall correct the damage or defect within a reasonable time, or COUNTY may terminate this Agreement.

10. **CONSTRUCTION AND IMPROVEMENTS:** COUNTY shall obtain written approval from LESSOR prior to the construction of any improvements or alterations to the Premises or anywhere on the Property. COUNTY shall provide LESSOR with plans and specifications prior to any construction or improvements, and shall give LESSOR no less than three (3) days written notice prior to the commencement of any work in, on, or about the Property, and shall keep the leasehold and improvements free and clear of liens for labor and materials.

Title to all equipment and improvements constructed or installed by or for COUNTY pursuant to this Agreement shall vest in COUNTY. Upon termination or expiration of this Agreement, COUNTY may offer to LESSOR any improvements COUNTY does not wish to keep. Should LESSOR reject any such offer, COUNTY shall remove any and all of COUNTY'S improvements from the Premises.

11. **PERMITS AND CLEARANCES:** Upon written approval from LESSOR authorizing any construction, improvements or alterations, COUNTY shall acquire any and all necessary permits and clearances required, and shall comply with all applicable governmental law, regulations, ordinances, and codes.

12. **UTILITIES:** LESSOR shall, at LESSOR'S own cost and expense, provide water and electricity to the Premises. However, both LESSOR and COUNTY agree that upon thirty (30) days prior written notice, LESSOR may require COUNTY to reimburse LESSOR for twenty percent (20%) of water and/or electricity costs for the Property. COUNTY shall then be responsible for reimbursement to LESSOR within 30 days of receipt of invoice from LESSOR.

COUNTY is responsible for the sole cost and maintenance of a dumpster on the Property (outside of the Premises), provided by LESSOR, where COUNTY shall have the right to access and use the dumpster throughout the term of this Agreement.

13. **MAINTENANCE AND REPAIR:** During the term of this Agreement, COUNTY shall maintain the Premises in a good, clean and safe condition. Upon the termination of this Agreement, COUNTY shall clear the Premises and surrender the Premises to LESSOR in as good condition and repair as existed on the date of this Agreement, reasonable wear and tear excepted. COUNTY shall repair all deterioration and damage to the Premises caused by any lack of ordinary care by COUNTY. Any repairs shall be made promptly with first-class materials, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities, and in a style, character, and quality conforming to the existing construction.

COUNTY shall be responsible for cleaning and maintaining the Premises, feeding and caring for any and all horses and/or ponies housed on the Premises, and removing all manure from the Premises and Property within 7 days of its deposit. LESSOR shall have no responsibility for cleaning or maintaining the Premises or any portion thereof.

14. **INSPECTION BY LESSOR:** COUNTY, upon reasonable written notice from LESSOR, shall permit LESSOR or LESSOR'S agents, representatives, or employees to enter the Premises for the purpose of inspecting the Premises to determine whether COUNTY is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect LESSORS interest in the Premises under this Agreement.

15. **USE OF COMMON AREAS:** Only COUNTY Patrol Unit Member's whom pay the Annual Membership Fees, or invited prospect members of the Patrol Unit shall have the right to use the common areas such as the driveways leading to the Premises, warm-up arenas and pens, and the dumpster (hereinafter, "Common Areas"). No other officer, director, agent, volunteer, employee, student, invitee, or guest of COUNTY may use LESSORS Property unless that officer, director, agent, employee, student, invitee, or guest is then a current member of the Santa Ynez Valley Equestrian Association.

16. **INDEMNIFICATION:** COUNTY shall defend, indemnify, and save harmless LESSOR, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of COUNTY or its agents, employees, or contractors.

LESSOR shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of LESSOR or its agents, employees, or contractors.

17. **NONDISCRIMINATION:** LESSOR shall comply with COUNTY law, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara 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.

18. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY: Santa Barbara County Sheriff's Department
4434 Calle Real
Santa Barbara, CA 93110
(805) 681-4100

LESSOR: Santa Ynez Valley Equestrian Association
Attn: President.
P.O. Box 207
Santa Ynez, CA 93460
(805) 688-5657

or at such other place as may be designated in writing. Any notice may be given by use of the United States postage prepaid Certified mail, overnight courier, email if receipt is confirmed, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, or in the case of email the date receipt is confirmed, shall constitute the date of service.

19. **DEFAULT:** Should either party at any time be in material default hereunder with respect to any covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty-five (35) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than thirty-five (35) calendar days, in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

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

A. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and surrender possession.

B. Where LESSOR is the non-defaulting party, LESSOR may terminate the Agreement.

21. **TERMINATION:** This Agreement shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to LESSOR possession and interest in the Premises and Property at the expiration of the term as provided in Section 4, **TERM**, herein above; or upon the default of one party, and the exercise of the non-defaulting party's right to terminate pursuant to Section 20, **REMEDIES**, herein above. In the event COUNTY ceases operations at the Property, or determines that it no longer requires use of an equestrian training facility, COUNTY may terminate this Agreement with ninety (90) days prior written notice to LESSOR.

22. **SURRENDER OF PREMISES:** Upon termination of this Agreement, COUNTY shall vacate and surrender the Premises to LESSOR in good condition, except for ordinary wear and tear.

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

24. **ASSIGNMENT AND SUBLETTING:** COUNTY shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises, without first obtaining the express written consent of LESSOR. A consent by LESSOR to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of LESSOR, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of LESSOR, terminate this Agreement.


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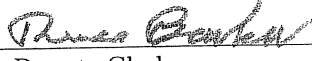
Project: Sheriff Equestrian Facility
APN: 141-460-009, 010, &011
Folio: 003688
Agent: AH

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

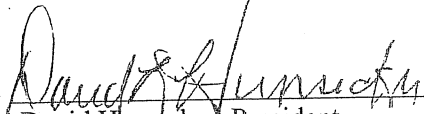

Supervisor Steve Lavagnino
Chair, Board of Supervisors

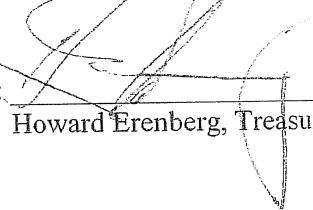
By: 
Deputy Clerk

Date: 2/11/14


"LESSOR"
SANTA YNEZ VALLEY
EQUESTRIAN ASSOCIATION

"LESSOR"
SANTA YNEZ VALLEY
EQUESTRIAN ASSOCIATION

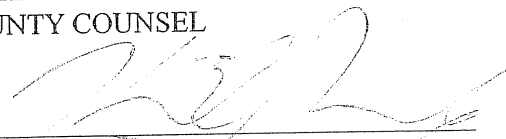
By: 
David Hunsicker, President

By: 
Howard Erenberg, Treasurer

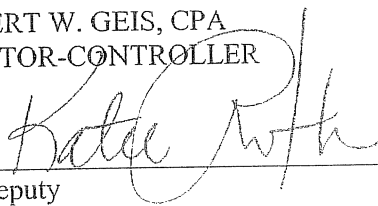
APPROVED:
SHERIFF BILL BROWN

 1/22/14
Deputy

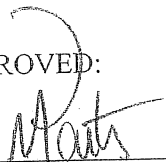
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

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

By: 
Deputy

APPROVED:


Matthew P. Pontes
Director of General Services

APPROVED:

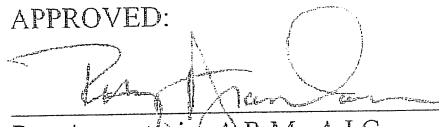
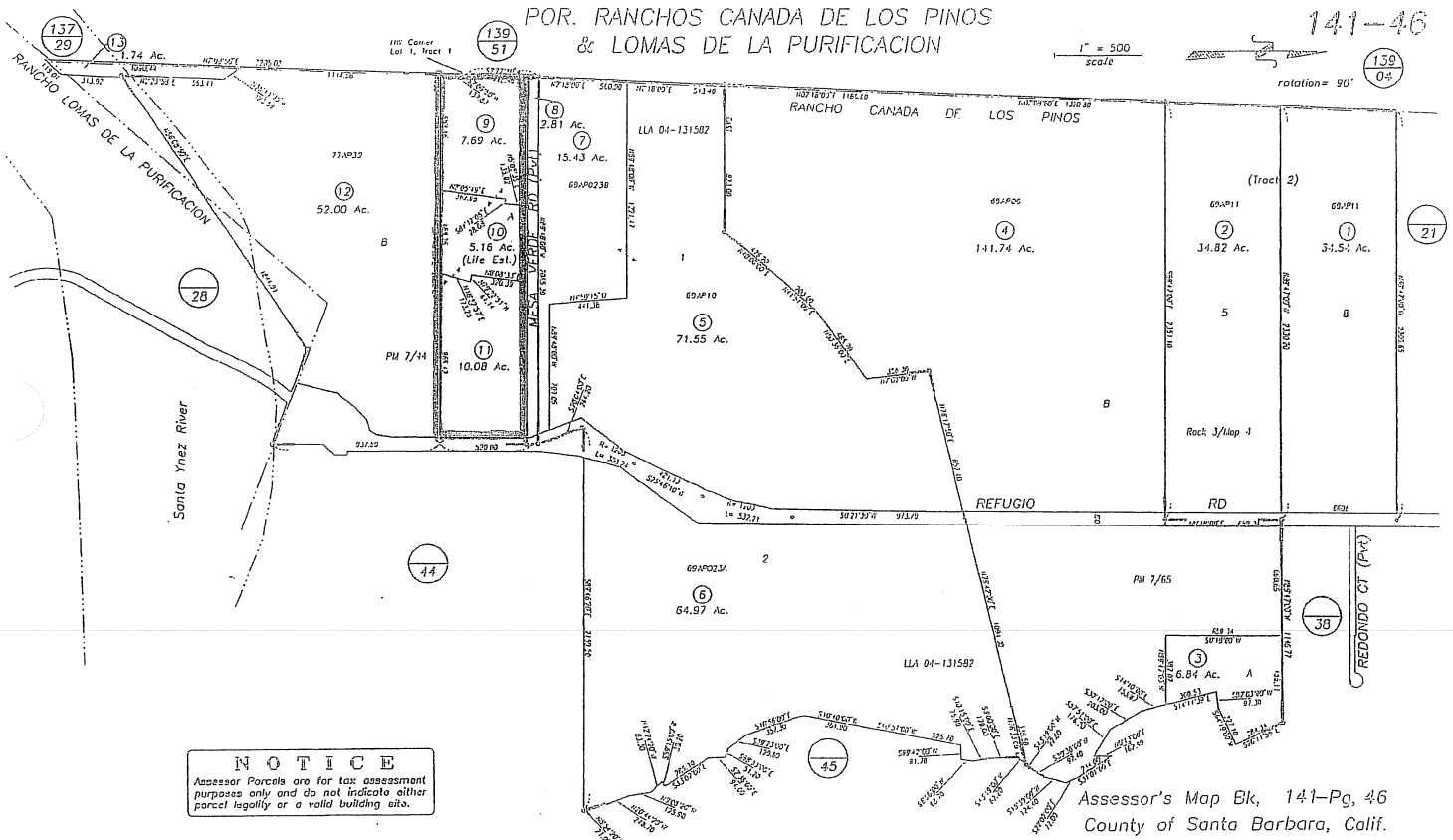

Ray Aromatorio, A.R.M., A.I.C.
Risk Program Administrator

Exhibit "A"

195 North Refugio Road, Santa Ynez
The Property



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

Exhibit "B"
The Premises

