

Project: SHERIFF LICENSE
AGREEMENT AT
MONTECITO UNION SCHOOL
DISTRICT
APN: 009-080-010
RP File: 003885
Agent: NO

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 Montecito Union School District (hereinafter “Licensor”), with reference to the following:

WHEREAS, Licensor is the fee owner of that property and improvements commonly known as the Montecito Union School District, located at 385 San Ysidro Road, Montecito, CA, identified as Assessor Parcel Number 009-080-010, and shown as the highlighted area of Exhibit “A”, attached hereto and incorporated herein by reference (hereinafter “Property”); and

WHEREAS, the Property is improved with buildings, landscape and parking lots and is currently in use as a public elementary school. County to use an office space, common area space, and bathroom facilities located on the Property, and shown on Exhibit “B”, attached hereto and incorporated herein by reference (hereinafter “Premises”); and

WHEREAS, Licensor and County desire to enter into this Agreement for the purpose of licensing the Premises to County to be used as office space for patrol deputies of the Sheriff’s Department Coastal Patrol Bureau.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions contained herein, Licensor and County agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for County by the Director of the General Services Department (hereinafter “Director”), or designee.
2. **LEASED PREMISES:** Licensor hereby grants to County and County hereby takes from Licensor, the Premises consisting of the exclusive use of an office space equipped with a desk, a cabinet, a whiteboard, and a table. The non-exclusive use of a common area equipped with a sink, a microwave and a mini fridge and other kitchen equipment. The non-exclusive use of adult men and adult women bathroom facilities. The exclusive use of one parking space in the main/north parking lot and non-exclusive use of other parking spaces in the staff/south parking lot and all parking spaces marked as “visitor.” County shall have 24-hour access to the office space, common area, and bathrooms and will gain access to the spaces using an electronic key card and/or keys provided by the Licensor. Premises are shown on Exhibit “B”, attached hereto and incorporated herein by reference.

3. **PARKING:** County shall have exclusive use of one (1) marked parking space in the Property's main parking lot and non-exclusive access to parking spaces in the staff parking lot, access of parking spaces in staff parking lot to be on a first come basis. Licensor shall be responsible for all maintenance and repair of the parking lot.
4. **PURPOSE AND USE:** To provide Sheriff Deputies with office space and facilities to complete field reports and other office related tasks, which will enable the Deputies to better execute their law enforcement mission and to develop a direct connection between the Sheriff's Department, students and staff of Montecito Union School District, and the residents of Montecito.
5. **TERM:** The term of this Agreement shall be for a period of five (5) years, and shall commence upon County's execution of this Agreement (hereinafter "Commencement Date") and terminating five years thereafter, subject to early termination as described herein.
6. **CONSIDERATION:** Base rent shall be waived during the term of this license agreement and is being deemed an in-kind gift valued at approximately \$367.50 per month.
7. **UTILITIES:** Licensor shall be responsible for all utilities serving the Premises. The term "utilities" shall include: electricity, gas, trash, water/sewer, telephone, and data/wireless.
8. **MAINTENANCE AND REPAIR:** The Premises are being accepted by County in its current condition. Licensor is responsible for all maintenance and repair to the Premises. Licensor shall, upon receipt of notice from County that maintenance or repair work is required, perform or cause to be performed such maintenance, and repair work in a competent, expeditious, and workman-like manner and in such a way as to cause the least inconvenience and disruption to County as may be commercially practicable. County shall repair any damage to the Premises caused by negligent acts or omissions of County or its employees, or agents within a reasonable period of time after the occurrence or after receipt of notice from Licensor. Upon termination or expiration of this Agreement, County will return the Premises to Licensor, with those items in good order, reasonable wear and tear excepted.
9. **AMENDMENTS:** This Agreement may be amended by written consent of both parties. Said amendments, once fully executed, shall be binding upon heirs, successors, and assigns of all parties hereto.
10. **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: County of Santa Barbara
 Sheriff's Department, Coastal Bureau
 5775 Carpinteria Avenue
 Carpinteria, CA 93103
 Attn: Brian Thielst, Lieutenant
 (805) 455-3606

With a copy to: County of Santa Barbara

General Services Department
 Real Property Division
 1105 Santa Barbara Street, 2nd Floor
 Santa Barbara, CA 93101
 Attn: Don Grady, Real Property Manager
 (805) 568-3070

LICENSOR: Montecito Union School District
 385 San Ysidro Road
 Santa Barbara, CA 93108
 Attn: Anthony Hall Ranii, Montecito Union School
 District Superintendent
 (805) 969-3249 x401

or at such other address as the respective party may designate 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.

11. **MUTUAL 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.

12. **LICENSOR'S INSURANCE OBLIGATION:** Licensor shall maintain 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.

13. **COUNTY SELF-INSURANCE PROGRAM:** County 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.

14. **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.

15. **DEFAULT:** Default is defined as the failure of either party to comply with the terms and conditions contained in this Agreement. Except as otherwise specified herein, should either party at any time be in Default hereunder with respect to any non-monetary covenant contained herein, the non-defaulting 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 (30) calendar days from such notice, then this Agreement shall terminate at the option of the non-defaulting party unless the cure of such Default shall reasonably take more than thirty (30) 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.

16. **REMEDIES:** In the event of a Default by either party, the non-defaulting party may exercise any right or remedy at law or in equity which such non-defaulting party may have by reason of such Default including but not limited to the following:

a) The non-defaulting party may waive the Default in accordance with Section 18, **WAIVER**, herein below.

b) The non-defaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such Default.

c) Where County is the non-defaulting party, County may terminate this Agreement and surrender possession.

d) Where Licensor is the non-defaulting party, Licensor may terminate this Agreement.

e) In the event of termination by either party, the rights and obligations of the parties shall be as described in the California Civil Code, including the right to damages.

17. **HAZARDOUS MATERIALS:** County shall not keep, use, store, manufacture, dispose of or allow to be present on the Premises any hazardous substances, hazardous waste, hazardous materials, or toxic substances as defined under any laws, ordinances or regulations, excluding only standard quantities of office supplies or cleaning products which are kept in closed containers in full and complete compliance with all hazardous materials laws, ordinances or regulations.

18. **WAIVER:** It is further understood and agreed that any waiver, express or implied, of any Default shall neither waive nor be construed to waive either subsequent enforcement of that or any other term of this Agreement or any subsequent Default.

19. **TERMINATION:** This Agreement shall terminate upon the expiration of the initial term or if County or Licensor exercises its right to terminate as provided in this Section or Sections above. Upon termination, all rights of County shall cease, County shall quietly and peacefully deliver to Licensor possession and interest in the Premises, and, upon such delivery, County shall be relieved of all future liability.

a) Upon expiration of Section 5, **TERM**; or

b) Upon delivery of a written thirty (30) day notice of termination by either party which notice may be given with or without cause; or

c) Upon the failure of either party 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 15, **DEFAULT**; or

- d) Upon the total destruction of the Premises, as provided in Section 21, DESTRUCTION OF THE PREMISES.
20. **COMPLIANCE WITH THE LAW:** Licensor and County shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the Property and the Premises, now and hereafter in effect.
21. **DESTRUCTION OF THE PREMISES:** If the Premises are partially or totally destroyed by fire or any 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 it practical.
22. **CAPTIONS:** The title on 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.
23. **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.
24. **SUCCESSORS IN INTEREST:** This Agreement shall bind and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.
25. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
26. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by County.
27. **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 Licensor to its terms and conditions or to carry out duties contemplated herein.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

Project: SHERIFF USE AGREEMENT
AT MONTECITO UNION
SCHOOL DISTRICT

APN: 009-080-010

Folio: 003885

Agent: NO

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

“LICENSOR”
MONTECITO UNION SCHOOL DISTRICT

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

By: _____
Anthony Hall Ranii, Superintendent
Montecito Union School District

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

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

By: _____
Deputy Clerk

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED:

By: _____
Scott Greenwood
Deputy County Counsel

Ray Aromatorio, ARM, AIC
CEO/Risk Manager

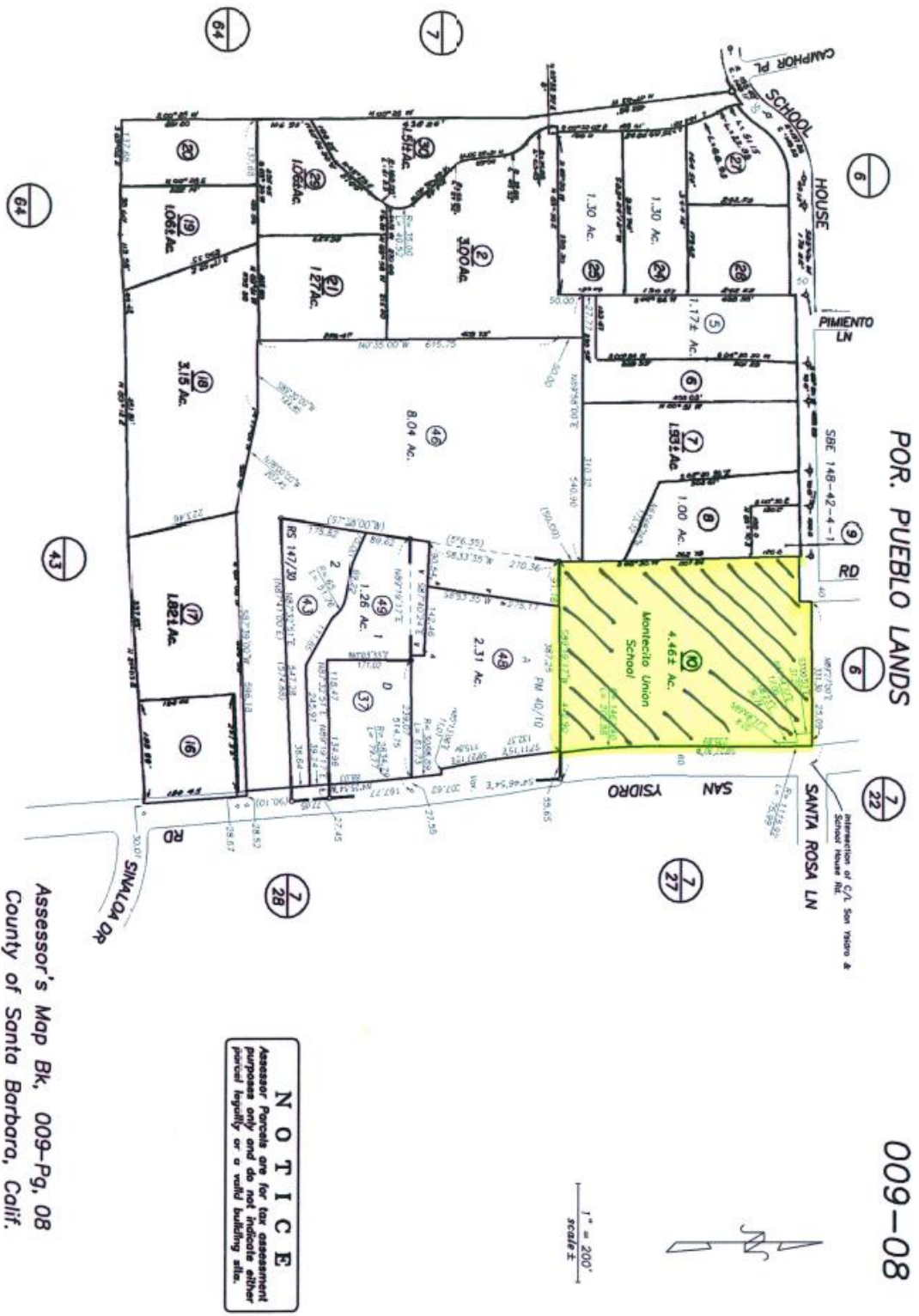
APPROVED:

APPROVED:

Don Grady, Esq., Manager
Real Property Division

Brian Thielst, Lieutenant
Department of the Sheriff

EXHIBIT A – PROPERTY



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

Assessor's Map Bk, 009-Pg, 08
 County of Santa Barbara, Calif.

(LD/09) Day Production on San Ysidro Rd

EXHIBIT B – PREMISES

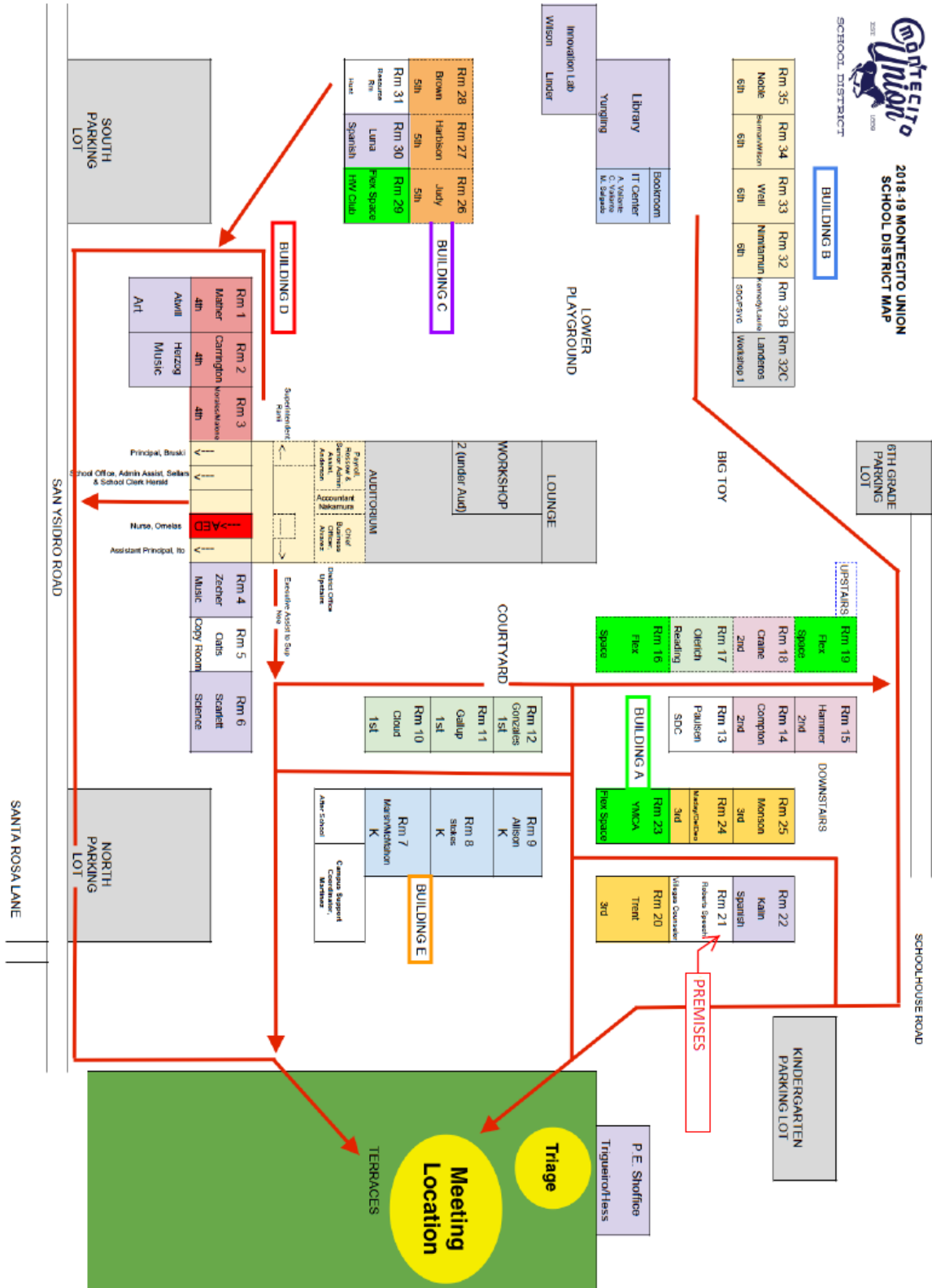


EXHIBIT B – PREMISES (CONTINUED)



EXHIBIT B – PREMISES (CONTINUED)



Exclusive Office Space



Common Area



Adult Men's Bathroom



Adult Women's Bathroom