

# **ATTACHMENT 1**

## **Kitchen License and Management Agreement**

Project: Santa Barbara Vets Building:  
Kitchen License & Mgmt. Agreement  
APN: 033-101-013  
Folio No.: 003708  
Agent: SF

**KITCHEN LICENSE AND MANAGEMENT AGREEMENT**

(Santa Barbara Veterans Memorial Building)

**THIS KITCHEN LICENSE AND MANAGEMENT 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

SANTA BARBARA AGRICULTURE AND FARM EDUCATION FOUNDATION, INC., a California non-profit public benefit corporation, hereinafter referred to as “LICENSEE”,

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property and Veterans Memorial Building (hereinafter “Building”) known as County Assessor Parcel No. 033-101-013, located at 112 W. Cabrillo Boulevard, Santa Barbara, CA 93101 (hereinafter “Property”), as shown on Exhibit “A”, attached hereto and incorporated herein by this reference; and

**WHEREAS**, COUNTY desires to license the kitchen, storage closet and a portion of the pantry in the Building (hereinafter “Premises”), consisting of approximately three hundred seventy eight (378) square feet, as shown and identified on Exhibit “B”, attached hereto and incorporated herein by this reference;

**WHEREAS**, in accordance with Section 1264 of the California Military and Veterans Code, COUNTY may provide for the use of the Property by persons or organizations other than veterans, either free of charge or for stated compensation to aid in defraying the cost of maintenance, for any purpose not inconsistent with the continued use pursuant to said Code, when such use will not unduly interfere with the reasonable use of the facilities by a veterans association, veterans service organization, or nonprofit veteran service agency; and

**WHEREAS**, in accordance with California Government Code Section 26227, the Santa Barbara County Board of Supervisors (hereinafter “Board of Supervisors”) may appropriate to a nonprofit organization any real property of the COUNTY which is not and, during the time of possession, will not be needed for COUNTY purposes, to be used to carry out programs that benefit the community, upon terms and conditions determined by the Board of Supervisors to be in the best interests of the COUNTY and the general public; and

**WHEREAS**, LICENSEE is a non-profit public benefit corporation dedicated to donating natural and organic farm products to those in need, including individuals and other charitable organizations, and educating, promoting and increasing awareness on how food is grown, propagated and distributed to underserved populations; and

**WHEREAS**, the Board of Supervisors has determined that the services described in this Agreement are a benefit to local veterans and the community, are in the best interests of the COUNTY and the general public, and shall not unduly interfere with the reasonable use of the facilities by any veterans association, organization or non-profit agency.

**NOW THEREFORE**, in consideration of the use of the Premises and the Property and the provisions, covenants, and conditions set forth herein, LICENSEE and COUNTY hereby 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 or designee (hereinafter "Director"), and for LICENSEE by its Executive Director, Leslie Person Ryan.

2. **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, but not limited to, those described in Exhibit "C", attached hereto and incorporated herein by this reference, subject to change as mutually agreed in writing by COUNTY and LICENSEE.

A. **Days and Hours of Use**: LICENSEE shall have exclusive use of the Premises every Monday and Tuesday from 5:00 a.m. to 2:30 p.m. and every Thursday from 5:00 a.m. to 12:00 p.m., as well as non-exclusive use of the Premises every Wednesday from 5:00 a.m. to 2:30 p.m. and every Friday from 5 a.m. to 12:00 p.m. (collectively, "LICENSEE's Regular Hours"). LICENSEE shall share use of the Premises on Wednesdays from 7:00 a.m. to 11:00 a.m. with any third party as may be designated by COUNTY.

LICENSEE shall have exclusive use of the Premises and common areas of the Building (described in Paragraph C below) on LICENSEE's Holidays, as identified in Exhibit "C", free of charge. Due to the variability of some of the dates of LICENSEE's Holidays, it is LICENSEE's responsibility to submit an application to COUNTY no less than ninety (90) days prior to LICENSEE's Holidays in order to reserve the Building for LICENSEE's use.

LICENSEE shall have the right to use the Premises at all times other than LICENSEE's Regular Hours and LICENSEE's Holidays, provided such use by LICENSEE does not conflict with Reserved Events (as defined below in Section 8, **MANAGEMENT OF RESERVED EVENTS**). COUNTY shall make reasonable efforts to arrange for LICENSEE to view online the schedule for such Reserved Events with LICENSEE.

B. **Staff Meetings**: LICENSEE shall have the right to conduct one (1) staff meeting for its organization once per month using the Premises and the Cabrillo Room shown on Exhibit "A" free of charge.

C. **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 prior approval by

COUNTY or on LICENSEE's Holidays as described in Paragraph A above. Such common areas are shown on Exhibit "A" as the uncolored areas that are not occupied by other tenants of the Building or used for shared storage space.

D. Community Events: LICENSEE may reserve use of the Building's common areas for fundraisers or other events that are a benefit to the community (hereinafter "Community Events"). For such Community Events, LICENSEE may submit a written request to COUNTY, through the Parks Division of the Community Services Department (hereinafter "Parks") for a fee reduction or waiver, including justification based on costs incurred by LICENSEE. COUNTY, in its sole discretion, may elect to waive such fees or charge LICENSEE the fees it would normally charge a non-profit organization for use of the Property.

E. Other Charitable and/or Educational Use: LICENSEE may use or permit others to use the Premises rent-free to support charitable and/or educational purposes outside LICENSEE's regular course of business provided that such temporary, non-regular activity shall not exceed one day per month and occur in a manner that does not conflict with Reserved Events, as defined in Section 8 below. LICENSEE shall not charge a separate fee to any third party for such use of the Premises. Any use under this section in excess of one day per month shall be under the same terms and conditions as COUNTY would normally impose for third-party use of the facility.

F. Refrigeration and Pantry: COUNTY shall provide refrigeration and freezer units for LICENSEE's non-exclusive use, which shall be shared with third parties using the Building. LICENSEE shall have non-exclusive use of the pantry area of the Premises as shown on Exhibit "B" ("Pantry"). LICENSEE may, in coordination with COUNTY, provide its own refrigeration and/or freezer units ("LICENSEE's Refrigeration") and in that event, shall locate LICENSEE's Refrigeration in the Pantry. LICENSEE shall have access to LICENSEE's Refrigeration at all times. If LICENSEE requires access to LICENSEE's Refrigeration during Reserved Events as defined in Section 8, MANAGEMENT OF RESERVED EVENTS, LICENSEE may be required to access LICENSEE's Refrigeration from the back door to the Pantry. LICENSEE shall carry sufficient personal property insurance to cover loss, damage, or theft of LICENSEE's Refrigeration. COUNTY shall not be responsible for any losses to LICENSEE's Refrigeration. LICENSEE shall remove LICENSEE's Refrigeration at the expiration of this Agreement or within thirty (30) days of earlier termination and, if left at the Property after such time, shall be deemed abandoned at the option of COUNTY and title to such shall pass to COUNTY. As an alternative, LICENSEE may, with COUNTY's written approval, abandon LICENSEE's Refrigeration in place.

G. Parking: LICENSEE's rights shall include the non-exclusive right to use the parking areas at the Property, subject to any restrictions that may be imposed by COUNTY. LICENSEE acknowledges that COUNTY may relocate and reconstruct parking spaces on the Property. In the event COUNTY must restrict parking for any reason, COUNTY shall provide LICENSEE prior written notice of such restriction.

H. LICENSEE's Culinary Services to Third Parties: LICENSEE may, but shall have no exclusive right to, provide culinary or catering services for a fee to third parties using the Building. Such services shall be provided pursuant to the terms and conditions, including dates and hours of use, set forth by COUNTY for such third party use and/or Reserved Event and not subject to the terms of this Agreement.

I. Food Truck: LICENSEE may use a self-contained truck to load and deliver food and/or beverages (hereinafter "Food Truck") in accordance with LICENSEE's rights granted herein and pursuant to the following terms and conditions:

1. Prior to commencing Food Truck operations, LICENSEE shall provide COUNTY with a written description and photograph of the Food Truck, including license number, registration, insurance and health permit, as applicable;
2. Food Truck is allowed on the Property only during LICENSEE's authorized use and in furtherance of LICENSEE's non-profit operations;
3. LICENSEE shall park Food Truck in unreserved parking spaces and/or loading areas only, as identified by COUNTY;
4. Overnight parking is prohibited;
5. LICENSEE shall not operate a generator or allow other amplified sound to emit from Food Truck while on the Property;
6. LICENSEE shall not dispose of any wastewater on the Property and shall be solely responsible for the proper disposal of all waste and trash generated from Food Truck operations;
7. Any condition of zoning or County Public Health Department permit that prohibits or regulates food truck use on a property shall supersede these requirements;
8. LICENSEE shall comply with and maintain all permits, licenses, registrations and insurance requirements as set forth herein or otherwise required by law; and
9. LICENSEE shall endeavor to comply with any other COUNTY request and/or requirement set forth in writing.

J. COUNTY Use of Property: COUNTY reserves the right to use the Property and may, at its option, have exclusive use of the Premises and Building for one week per year for a special event, upon thirty (30) days written notice to LICENSEE, which shall include the dates and specific areas to be used by COUNTY. For any other use of the Premises desired by COUNTY, COUNTY may submit a request to LICENSEE for use of the Premises during LICENSEE's Regular Hours and LICENSEE shall make a good faith effort to accommodate such request, but LICENSEE shall have the right to deny such request at LICENSEE's sole discretion. In the event such use by COUNTY impacts LICENSEE's right to use the Premises as granted herein, LICENSEE's Monthly Rent, including both base rent and proportionate share of operating costs, shall be proportionately reduced.

3. PURPOSE: The purpose of this Agreement is to provide for LICENSEE's use of the Premises for LICENSEE's Services including, but not limited to, those identified on Exhibit "C". For all other purposes, LICENSEE may make reservations through Parks for use of the auditorium, banquet hall, lobby, conference room, or other common area(s), on a first-come, first-served basis. All use of such common area(s) by LICENSEE shall be reserved through Parks and subject to the fees and requirements set forth by the Board of Supervisors and this Agreement.

4. **TERM:** The term of this Agreement shall be for a period of five (5) years (“Term”), and shall commence on the first 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 herein, unless extended by mutual agreement of the parties in accordance with Section 5, EXENSION PERIOD, and for so long as LICENSEE’s operations are consistent with the purpose set forth in this Agreement.

5. **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.

6. **MONTHLY RENT:** In accordance with California Government Code Section 26227, California Military and Veterans Code Section 1264, and the Board of Supervisors’ determination that LICENSEE’s Services are a benefit to the community and will not unduly interfere with the reasonable use of the facilities by veterans, LICENSEE shall be entitled to a reduction in rent.

Should, for any reason, the Board of Supervisors determine that LICENSEE’s Services are no longer in compliance with the aforementioned sections or should those sections be repealed or replaced, such that LICENSEE no longer qualifies for reduced rent, LICENSEE shall pay fair market rent for its use of the Premises as set forth below. Said rent shall be due for the remainder of the term of this Agreement and made payable to the County of Santa Barbara General Services Department at the address listed in Section 17, NOTICES. Alternatively, this Agreement may be terminated by COUNTY or LICENSEE upon thirty (30) days prior written notice by either party.

A. **Value of Fair Market Rent:** Fair market rent for LICENSEE’s use of the Premises shall be ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND FORTY-EIGHT CENTS (\$1,383.48) per month (hereinafter “Monthly Rent”), based on the following:

i. **Base Rent:** LICENSEE’s use of the Premises, consisting of 378 square feet, at 2.00 per square foot per month, for a total base rent of \$756 per month; plus

ii. **Proportionate Share of Operating Costs:** LICENSEE’s proportionate share of the monthly operating costs described in Section 10, UTILITIES, at \$1.66 per square foot per month for 378 square feet, for a total proportionate share of \$627.48 per month.

In the event COUNTY’s operating costs for the Property increase, COUNTY may propose an increase in the Monthly Rent based on the percentage of increase in operating costs for the Property. COUNTY shall provide LICENSEE at least one hundred twenty (120) days written notice of any such increase in Monthly Rent. In the event of such notice, LICENSEE may agree to the proposed increase or may terminate this Agreement according to Section 22, TERMINATION.

B. **Reduction in Monthly Rent:** The estimated value of LICENSEE’s Services is set forth in Exhibit “C”. By the fifth (5<sup>th</sup>) day of each month, LICENSEE shall submit in writing to COUNTY

a report detailing LICENSEE's Services provided during the prior month, and the value thereof. In the event such calculation yields an amount that is less than \$1,383.48, LICENSEE shall pay to COUNTY the difference as Monthly Rent at the time LICENSEE submits such calculation to COUNTY. In the event such calculation yields an amount that is equal to or more than \$1,383.48, LICENSEE shall not be obligated to pay Monthly Rent for that month. For example, if LICENSEE's report shows that LICENSEE has provided 940 meals at a cost of \$7.00 per meal during the prior month, LICENSEE's costs would total \$6,580.00, which exceeds the amount of Monthly Rent of \$1,383.48, and therefore LICENSEE would not have to pay Monthly Rent for that month. On the other hand, if LICENSEE's report shows that LICENSEE has provided 190 meals at a cost of \$7.00 per meal during the prior month, LICENSEE's costs would total \$1,330.00, and LICENSEE would include payment of \$53.48 in Monthly Rent that month.

7. **MANAGEMENT AND USE OF KITCHEN:** LICENSEE and COUNTY shall work together to establish "kitchen rules" and shall post such rules within the Premises at a mutually agreed upon location. LICENSEE shall be responsible for maintaining a current and valid health permit to operate the kitchen within the Premises and a "Safe Serve Certificate" to serve food prepared within the Premises. LICENSEE shall not engage a third-party individual and/or company to assume any of LICENSEE's responsibilities set forth herein without the express written approval by COUNTY, through its General Services Department.

A. **Kitchen Supplies:** LICENSEE shall keep all of LICENSEE's supplies (such as knives and kitchen utensils) and provisions (hereinafter "Supplies") secured and locked at all times LICENSEE is not present at the Premises. LICENSEE shall carry sufficient personal property insurance to cover loss, damage, or theft of LICENSEE's Supplies. COUNTY shall not be responsible for any losses to LICENSEE's Supplies. LICENSEE shall remove all Supplies at the expiration of this Agreement or within thirty (30) days of earlier termination. Any Supplies left in the Property after such time shall be deemed abandoned at the option of COUNTY, and title to such shall pass to COUNTY. As an alternative, LICENSEE may, with COUNTY's written approval, abandon LICENSEE's Supplies in place.

B. **Third Party Use:** Except as provided in Section 2.E. above, LICENSEE shall not allow use of the Premises by third parties without the prior written consent of COUNTY, which may be withheld at COUNTY's sole discretion.

8. **MANAGEMENT OF RESERVED EVENTS:** COUNTY shall exclusively operate, manage, make reservations, and collect fees for use of the Property, including use of the Premises, by third parties (hereinafter, "Reserved Events"). Such Reserved Events may require use of the Premises, and LICENSEE hereby agrees to leave the Premises in a clean and orderly condition when the Premises are not in use by LICENSEE.

A. **Notifications:** COUNTY shall notify LICENSEE in advance of upcoming Reserved Events. LICENSEE agrees to cooperate with COUNTY and to accommodate other users of the Premises for Reserved Events scheduled during non-Regular Hours as defined herein.

COUNTY shall notify third parties using the Premises for Reserved Events that only COUNTY kitchen equipment made available to third parties may be used for such Reserved Events. COUNTY shall require third parties using the Premises to leave the Premises in a clean and orderly

condition after Reserved Events. LICENSEE and/or COUNTY shall inspect the Premises after Reserved Events pursuant to Section 14.D. herein below.

B. Third-Party Insurance: COUNTY shall require all third parties using the Premises for Reserved Events to submit a Certificate of Insurance naming COUNTY and LICENSEE as additional insureds.

9. PROPERTY SECURITY: LICENSEE shall assist COUNTY in maintaining the security of the Property by shutting and locking doors and windows of the Building if LICENSEE is the last party to exit the Building during non-Building Business Hours. COUNTY shall issue a key and/or access card providing access to the Building to LICENSEE.

10. UTILITIES AND OPERATING COSTS: Notwithstanding LICENSEE's obligation to pay its pro-rata share of operating costs, which include public utilities and maintenance costs for the Building, COUNTY shall pay the monthly bills to the utility companies for all gas, electricity, water, sewer and garbage disposal services for the Property to ensure that such utilities are available for all Building tenants. COUNTY shall issue a key to LICENSEE for the garbage disposal dumpsters serving the Property.

11. SITE SUITABILITY: LICENSEE has investigated the Premises and has determined that they are suitable for LICENSEE'S intended operations, and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the Premises as described in Exhibit "A", in their 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.**

12. HISTORIC LANDMARK DESIGNATION & RESPONSIBILITIES: LICENSEE understands that the Building is a designated City of Santa Barbara Historic Landmark, is located within a designated City Historic Landmark District, and is listed on the National Registry of Historic Places, all of which require a greater care of stewardship in maintenance and capital improvement projects. LICENSEE shall not make any capital improvements nor alter the Property through maintenance or repairs without obtaining the prior written approval of the Director. The strict application of the U.S. Department of the Interior Standards for the care of historic properties will be enforced by the Director and any undertaking by LICENSEE that alters or impacts the contributing historic features of the Property shall be corrected under the direction of the Director and at the sole cost of LICENSEE. The COUNTY shall not be financially responsible to correct such impacts by LICENSEE to the Property. LICENSEE shall be solely responsible for any costs, fines, or other applicable judgments levied for violation of city, county, state, or federal laws related to the historic nature of the Property.

13. PREVAILING WAGE RATES FOR CONSTRUCTION WORK: Rates of Wages, including overtime, holiday and Sunday rates provided for construction work on the Property or the Premises as requested by, or completed on behalf of, LICENSEE may be subject to California Labor Code, Sections 1770 et. seq., as amended. If so required, LICENSEE shall, if it hires any employees to perform construction work at the Property, pay no less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the General Services Department.



14. **MAINTENANCE/ REPAIR/ JANITORIAL:**

A. **COUNTY's Responsibilities:** COUNTY, through the General Services Department, shall perform all maintenance and repair to the Premises and the Property, including the repair and/or replacement of equipment and trade fixtures within the Premises as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. All determinations as to the necessity of any repair or alteration shall be at the sole discretion of COUNTY. In the event LICENSEE desires maintenance or repair not being performed by COUNTY, LICENSEE may request such repair or maintenance from the General Services Department.

B. **LICENSEE's Responsibilities:** LICENSEE shall, at its sole cost and expense, keep and maintain the Premises in good condition and repair, including localized plumbing (COUNTY shall maintain sewer mains) and COUNTY-owned equipment and trade fixtures. LICENSEE shall be responsible for the cost of maintenance not performed by COUNTY and for ensuring that any such maintenance is approved by COUNTY and performed in accordance with COUNTY maintenance standards. Upon termination or expiration of this Agreement, LICENSEE shall return the Premises to COUNTY in good order and condition, reasonable wear and tear excepted.

C. **Improvements, Alterations and Repairs:** In the event LICENSEE wishes to alter, improve or repair the Premises, LICENSEE shall obtain the advance written approval of the COUNTY through its General Services Department and all costs and permit requirements shall be the sole responsibility of LICENSEE. This includes the installation of any cable or satellite services to increase utility and/or internet access.

The cost of unforeseen repairs that are of such nature that the Premises is, or could be rendered uninhabitable, or the repairs are cost-prohibitive, shall be negotiated between LICENSEE and COUNTY. In the event LICENSEE and COUNTY cannot reach agreement as to the cost of such repairs, either party may terminate this Agreement in accordance with Section 22, TERMINATION, hereof.

D. **Janitorial:** COUNTY, through the General Services Department, shall perform janitorial service to the common areas of the Property. LICENSEE shall, at its sole cost and expense, provide janitorial services in the Premises on a day-to-day basis so the Premises are maintained in a clean and orderly condition, but shall not be responsible for cleaning up after other users of the Premises. COUNTY shall require third parties using the Premises for Reserved Events to leave the Premises in a clean and orderly condition. COUNTY shall collect cleaning deposits from such third parties. LICENSEE and/or COUNTY shall inspect the Premises after such Reserved Events. LICENSEE shall be entitled to such cleaning deposit if it is necessary for LICENSEE to clean the Premises after such Reserved Event.

E. **Kitchen Supplies:** COUNTY shall provide hand soap and paper towels for the Premises in order to accommodate third-party users of the Premises for Reserved Events.

15. **INDEMNIFICATION AND INSURANCE:** LICENSEE shall comply with the indemnification and insurance provisions as set forth in Exhibit "E" attached hereto and incorporated herein by reference.

16. **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.

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

LICENSEE: Santa Barbara Agriculture and Farm Education Foundation, Inc.  
Attn: Leslie Person Ryan  
1150 Coast Village Road, Suite A  
Montecito, CA 93108  
Phone: (805) 770-3677  
Email: sbafefoundation@gmail.com

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

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.

18. **FIXTURES:** The parties agree that all fixtures at the Property, made or added by either party, shall be and become the property of COUNTY upon their being affixed or added to the Property, except trade fixtures added by LICENSEE that may be removed without damage to the Property. Prior to the commencement date of this Agreement, or at any time during the term, the parties, or their designees, may prepare an inventory of fixtures, furniture and other items existing, including the general condition of each, for the purpose of identifying ownership of such fixtures and items. Any fixtures installed or constructed by LICENSEE may be added to the list, including a reference as to whether they may be removed by LICENSEE upon termination of this Agreement.

19. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material 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 twenty-one (21) 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 twenty-one (21) 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, 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.

21. **WAIVER:** It is understood and agreed that any waiver, express or implied of any kind during the term of this Agreement, shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

22. **TERMINATION:** This Agreement shall terminate and all rights of LICENSEE hereunder shall cease and LICENSEE shall quietly and peacefully vacate the Premises:

- A. Upon LICENSEE's or COUNTY's failure to cure a default as specified above; or
- B. At the expiration of the term of this Agreement or any extension thereof; or
- C. Upon LICENSEE or COUNTY losing appropriate licensing, accreditation, or permitting for LICENSEE'S operations; or
- D. As provided in Section 23, DESTRUCTION; or
- E. As provided in Section 24, EMERGENCY SHELTERING FACILITY; or
- F. Upon thirty (30) days written notice pursuant to Section 6, MONTHLY RENT; or
- G. Upon ninety (90) days written notice of termination by either party, which may be given with or without cause.

23. **DESTRUCTION OF PREMISES:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of either party, shall terminate. If LICENSEE chooses to terminate this Agreement, then LICENSEE, at COUNTY's option, shall remove all of LICENSEE's Refrigeration, Supplies and personal property from the Property and Premises. COUNTY does not insure personal property owned by LICENSEE.

24. **EMERGENCY SHELTERING FACILITY:** COUNTY reserves the right to use the Premises, Building, and Property as an Emergency Sheltering Facility in the event of an emergency including, but not limited to, a crisis such as an earthquake, wildfire, or tsunami. COUNTY's rights shall supersede LICENSEE's rights to the Premises, Building, and Property for the duration of such an emergency as determined at COUNTY's sole discretion. LICENSEE's Monthly Rent shall abate for the duration the Premises are unusable by LICENSEE during such period of time. If COUNTY's use of the Property for an Emergency Sheltering Facility interferes with LICENSEE's operations for longer than twenty (20) days, this Agreement may be terminated by either party upon ten (10) days prior written notice to the other party.

25. **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.

26. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** LICENSEE shall not mortgage, pledge, hypothecate, sublease, assign, or otherwise encumber the Premises, this License, the Property or any other interest therein without the prior written consent of the Board of Supervisors. Any attempt to

mortgage, pledge, hypothecate, sublease, assign, or in any other way encumber the Premises or the Property without such consent shall be void and without legal effect and shall constitute grounds for immediate termination, with or without notice.

27. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed to make LICENSEE neither a partner of, nor a joint venture with COUNTY or associated in any way that is not specifically provided for in this Agreement, or to subject either party to any obligation, loss, charge or expense.

28. **ENVIRONMENTAL IMPAIRMENT:** LICENSEE, at its sole expense, shall comply with all applicable laws, regulations, rules, and orders applicable to its operations at the Property, regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, toxic and hazardous materials, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of such compliance upon request of COUNTY. LICENSEE shall obtain and maintain all necessary permits at its sole expense.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises or 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 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.

29. **TOXICS:** LICENSEE shall not manufacture or generate hazardous wastes on or in the Property in violation of applicable laws. 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 Premises 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, 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 substances, or materials.

30. **TAXES AND ASSESSMENTS:** This Agreement may confer a POSSESSORY INTEREST tax on LICENSEE and LICENSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which are attributable to LICENSEE'S use of the Premises.

31. **AMENDMENTS:** No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by all parties hereto. Any alteration, modification, amendment or waiver that affects the Term, Monthly Rent, or basic nature of LICENSEE's Services as set forth herein must be approved and authorized by the County Board of Supervisors. For all other changes, the Director may approve and execute any amendments hereto on behalf of COUNTY. Such changes shall be binding upon the heirs or successors of the parties.

32. **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.

33. **CERTIFICATION OF SIGNATORIES**: Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

34. **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.

35. **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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Project: Santa Barbara Vets Building:  
Kitchen License & Mgmt. Agreement  
APN: 033-101-013  
Folio No.: 003708  
Agent: SF

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

"COUNTY"  
COUNTY OF SANTA BARBARA

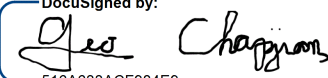
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

\_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

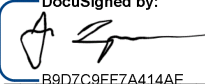
APPROVED:

DocuSigned by:  
  
By: \_\_\_\_\_  
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George Chapjian, Director  
Community Services Department

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

DocuSigned by:  
  
By: \_\_\_\_\_  
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Scott Greenwood, Deputy County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
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Deputy

APPROVED:

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**Carlo Achdjian**  
By: \_\_\_\_\_  
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Carlo Achdjian  
Real Estate Services Manager

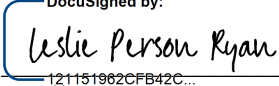
APPROVED:

DocuSigned by:  
**Ray Aromatario**  
By: \_\_\_\_\_  
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Ray Aromatario, ARM, AIC  
Risk Manager

Project: Santa Barbara Vets Building:  
Kitchen License & Mgmt. Agreement  
APN: 033-101-013  
Folio No.: 003708  
Agent: SF

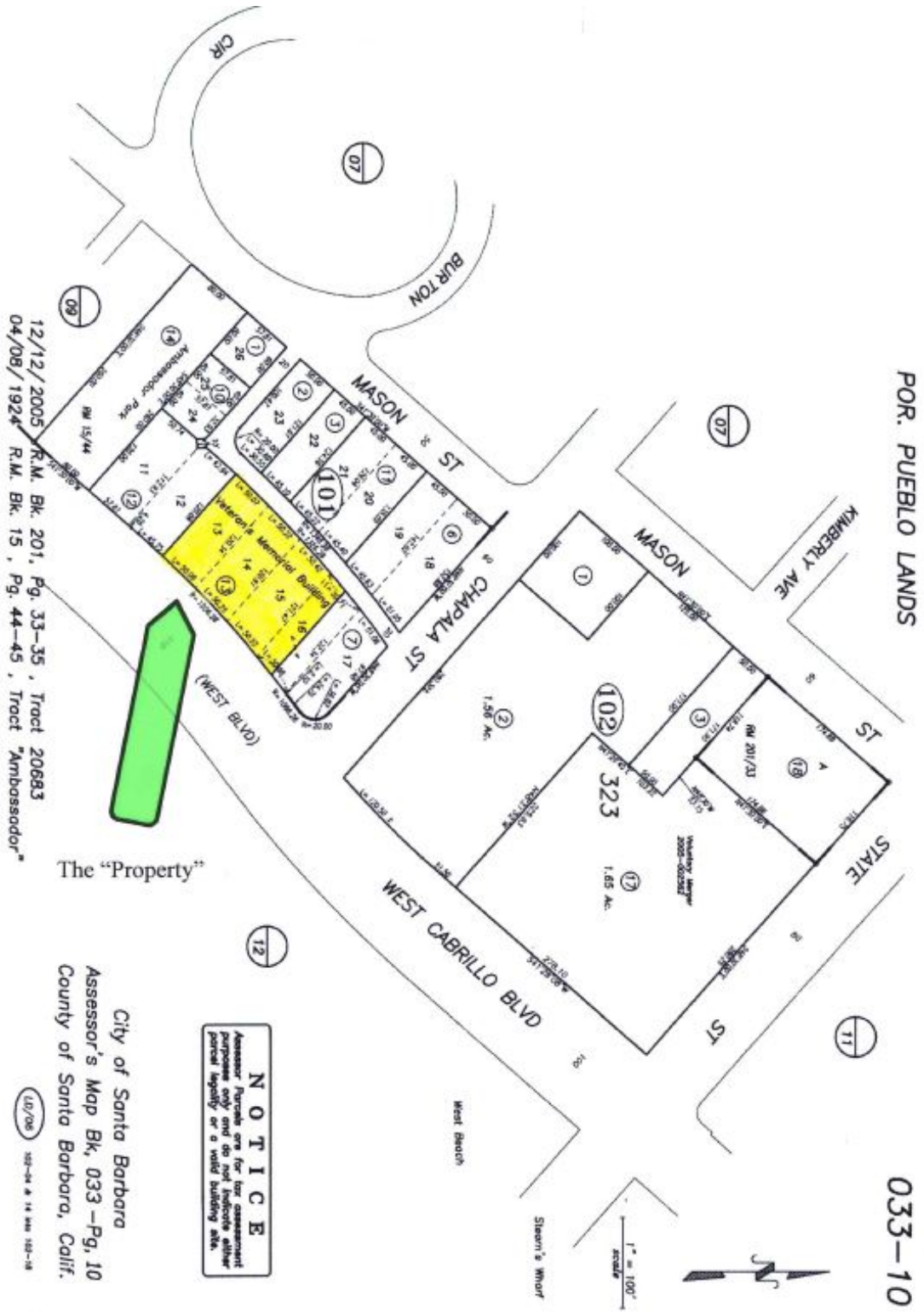
**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective upon execution by COUNTY.

“LICENSEE”  
SANTA BARBARA AGRICULTURE AND  
FARM EDUCATION FOUNDATION, INC.,  
a California non-profit public benefit corporation

DocuSigned by:  
By:   
121151962CFB42C...  
\_\_\_\_\_  
Leslie Person Ryan, Executive Director

2/9/2021 | 11:54 AM PST  
Date: \_\_\_\_\_

EXHIBIT A - PROPERTY  
PAGE 1 OF 3



12/12/2005 R.M. Bk. 201, Pg. 33-35, Tract 20683  
04/08/1924 R.M. Bk. 15, Pg. 44-45, Tract "Ambassador"

The "Property"

**NOTICE**  
Assessor's Reports are for assessment purposes only and do not constitute either a legal opinion or a valid building plan.

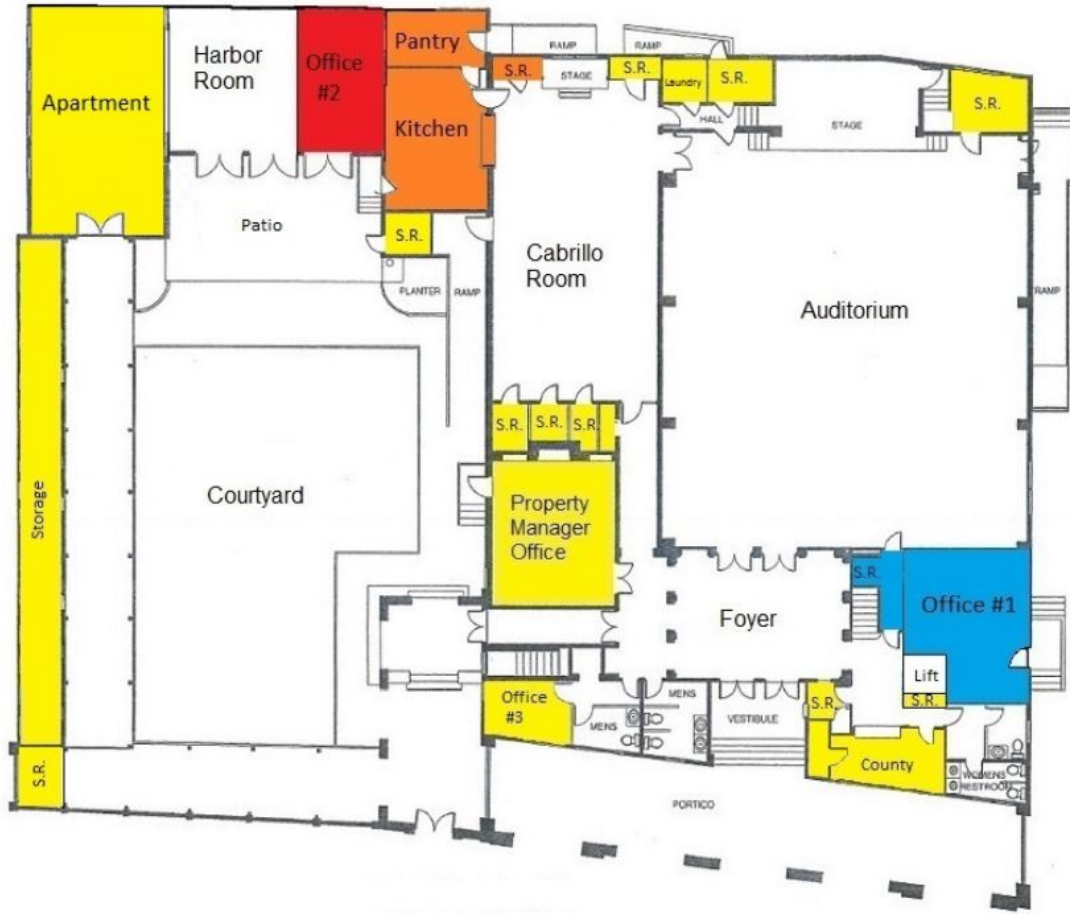
City of Santa Barbara  
Assessor's Map Bk, 033 -Pg, 10  
County of Santa Barbara, Calif.

(10/06) 107-24 A 11 Rev 103-18



# EXHIBIT A - PROPERTY

PAGE 2 OF 3






1<sup>ST</sup> FLOOR

- Disabled American Veterans
- Korean War Veterans
- American Legion Post 49
- American Veterans (AM Vets) Post 3
- County of Santa Barbara
- Licensee (SB Agriculture and Farm Ed.)
- Veterans of Foreign Wars (VRW) Post 1649
- Marine Corps League

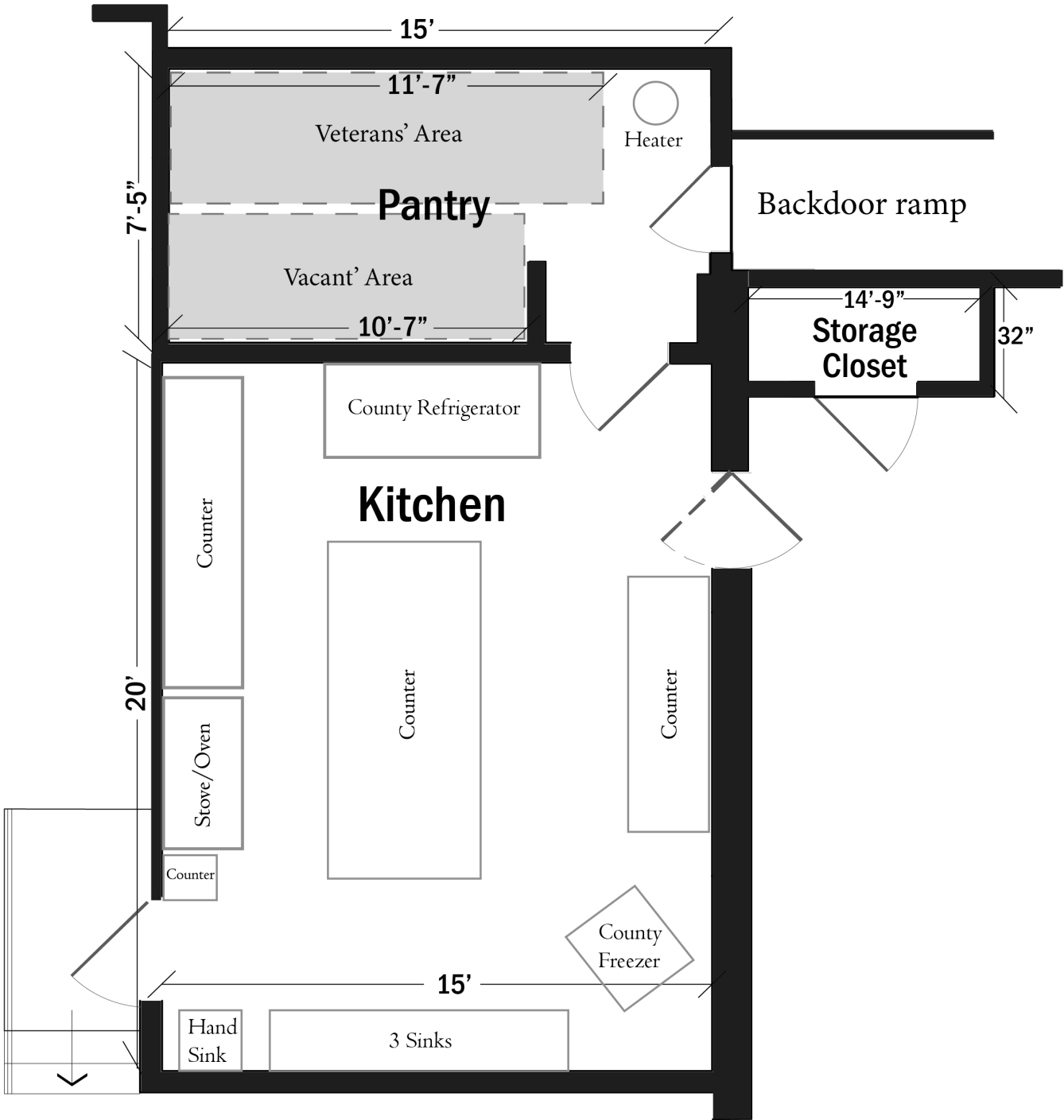
**EXHIBIT A - PROPERTY**  
**PAGE 3 OF 3**



2<sup>ND</sup> FLOOR

-  Disabled American Veterans
-  Korean War Veterans
-  American Legion Post 49
-  American Veterans (AM Vets) Post 3
-  County of Santa Barbara
-  Licensee (SB Agriculture and Farm Ed.)
-  Veterans of Foreign Wars (VRW) Post 1649
-  Marine Corps League

### EXHIBIT B - PREMISES



**EXHIBIT C**  
**SERVICES TO BE PERFORMED BY LICENSEE**  
**\*SUBJECT TO CHANGE\***  
**\*NUMBER OF MEALS ARE ESTIMATES ONLY\***

**Services LICENSEE shall provide at the Building for veterans and the community:**

LICENSEE shall use the Premises and Building Auditorium to provide meals to veterans every Veterans Day Sunday, Memorial Day, Thanksgiving, and Christmas (“LICENSEE’S Holidays”).

- Sunday of Veterans Day Weekend (following Veterans Day Parade): 300 meals.
- Memorial Day: 300 meals.
- Thanksgiving: 500 meals.
- Christmas: 500 meals.

**Services LICENSEE shall offer off-site to the community:**

Every Monday, LICENSEE shall serve:

- Lunch program to low-income seniors through the Santa Barbara Housing Authority (SBHA) Shifco. 240 meals monthly.
- Lunch program to low-income, at-risk populations through Peoples’ Self-Help Housing. 120 meals monthly.

Every other Tuesday, LICENSEE shall serve lunch to low-income seniors through SBHA Villa La Cumbre. 80 meals monthly.

Every Third Tuesday, LICENSEE shall serve meals to at-risk families through Transition House. 120 meals monthly.

Every 2nd, 3rd, and 4th Friday, LICENSEE shall serve lunch to at-risk women through Doctors Without Walls SB Street Medicine. 180 meals monthly.

Every 2nd or 3rd Friday and Saturday of each month, LICENSEE shall serve soup meals (twice) to at-risk individuals through Common Ground Santa Barbara County. 200 meals monthly.

Every Saturday, LICENSEE shall receive flowers, prepare banquets, and deliver them to low-income seniors.

Weekly meals total 940 meals/month @ \$7.00 per meal = \$6,580.00/month = \$78,960.00/year  
Annual holidays = 1,600 meals/year @ \$10 per meal = \$16,000.00/year

**TOTAL ESTIMATED ANNUAL VALUE OF LICENSEE’S SERVICES = \$94,960.00**

**EXHIBIT D**  
**EQUIPMENT REPAIR SCHEDULE**

<u>Item</u>	<u>Ownership</u>	<u>Location</u>	<u>Responsibility for Cost to Repair</u>
Stove	COUNTY	Kitchen	COUNTY
Hood	COUNTY	Kitchen	COUNTY
Fire Suppression System	COUNTY	Kitchen (hood)	COUNTY
Refrigerator	COUNTY	Kitchen	COUNTY
Freezer	COUNTY	Kitchen	COUNTY
Sinks	COUNTY	Kitchen	COUNTY
Counters	COUNTY	Kitchen	COUNTY
Grease Trap	COUNTY	Exterior	COUNTY
Refrigerator	LICENSEE*	Pantry	LICENSEE*
Freezer	LICENSEE*	Pantry	LICENSEE*

\* If LICENSEE installs refrigeration and/or freezer unit(s) in Pantry, LICENSEE shall retain ownership, exclusive use, and all responsibility for repair and maintenance costs.

## **EXHIBIT E**

### **Indemnification and Insurance Requirements**

#### 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 reasonable 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.

#### 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.

#### 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'S operation and use of the licensed premises. The cost of such insurance shall be borne by the LICENSEE.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **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.
2. **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.
3. **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.
4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. As of the date of execution of this Agreement, LICENSEE has no plans to install any tenant improvements or betterments in the Premises, and therefore COUNTY does not require such property insurance. In the event LICENSEE installs tenant improvements or betterments, LICENSEE shall notify COUNTY and obtain such property insurance.

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. Insurance policies shall contain, or be endorsed to contain, the following provisions:

1. **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 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.
2. **Primary Coverage** – For any claims related to this Agreement, 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 LICENSEE's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **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 effect 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.
5. **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.
6. **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".
7. **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 LICENSEE's obligation to provide them. LICENSEE shall furnish evidence of renewal of coverage throughout the term of this Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **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 the Agreement.
9. **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.