



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

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

**Department Name:** General Services  
**Department No.:** 063  
**For Agenda Of:** March 2, 2021  
**Placement:** Administrative  
**Estimated Tme:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

---

**TO:** Board of Supervisors

**FROM:** Department George Chapjian, Director, Community Services District (805) 568-2467  
Directors: Janette D. Pell, Director, General Services (805) 560-1011

Contact Info: Skip Grey, Assistant Director, General Services (805) 568-3083

**SUBJECT: Santa Barbara Veterans Memorial Building Kitchen License and Management Agreement; Second District (R/P File No.: 003708)**

---

**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Manager

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Determine, in accordance with California Government Code §26227 and California Military and Veterans Code §1264, that the Santa Barbara Agriculture and Farm Education Foundation, Inc., a California nonprofit public benefit corporation, operates a program that will meet the social needs of the population of the County and serve public purposes, and that its use of a portion of the Santa Barbara Veterans Memorial Building at 112 W. Cabrillo Boulevard, Santa Barbara, CA 93101, County Assessor Parcel No. 033-101-013, for a term of up to six (6) years will not interfere with the County's use of the facility or the reasonable use by any veterans association, organization or non-profit agency;
- b) Approve and authorize the Chair to execute a Kitchen License and Management Agreement with Santa Barbara Agriculture and Farm Education Foundation, Inc. for the use and management of a 378-square-foot portion of the Santa Barbara Veterans Memorial Building at 112 W. Cabrillo Boulevard, Santa Barbara, CA 93101, County Assessor Parcel No. 033-101-013, for a term of five (5) years plus one option to extend for a period of one (1) year; and
- c) Determine that the recommended action is exempt from environmental review in accordance with California Environmental Quality Act (CEQA) Guidelines Sections 15301, Existing Facilities, and

15323, Normal Operations of Facilities for Public Gatherings, and approve the Notice of Exemption on that basis.

**Summary Text:**

This item is on the agenda to seek approval to enter into the attached Kitchen License and Management Agreement (“Agreement”) (Attachment 1) with Santa Barbara Agriculture and Farm Education Foundation, Inc. (“Licensee”) to facilitate the management and use of the Santa Barbara Veterans Memorial Building (SBVMB) kitchen and the continued offering of meals and other services to benefit local veterans and the general public.

**Background:**

Military and Veterans Code Section 1262 enables the County to “provide and maintain buildings, memorial halls, meeting places, memorial parks or recreation centers for the use or benefit of one or more veterans’ associations.” Pursuant to this code, the County established the SBVMB at its present location in 1935. In January 1998, the County entered into a Management Agreement with the Veterans Coordinating Council (VCC), for management of the SBVMB. The Management Agreement was revised and extended in 2004, again in 2009, and subsequently expired on June 30, 2014.

On May 6, 2014, this Board voted unanimously to adopt the Consolidated Management Plan to allow the County General Services Department to assume management responsibilities of the SBVMB, along with the Lompoc Veterans Memorial Building and the Santa Barbara County Courthouse. The Community Services Department assumed management responsibilities on July 1, 2016. On October 21, 2014, this Board executed a lease and management agreement with Organic Soup Kitchen (OSK) for use of the SBVMB kitchen. OSK used and managed the kitchen from 2014 through 2019, and vacated the space on June 2, 2019.

The General Services Department now proposes to contract with Licensee to continue to serve the community and provide free meals to veterans. Licensee is a professional organization with the expertise required to oversee the kitchen’s use, thereby ensuring the highest and best use of the kitchen at SBVMB. In addition, Licensee’s management and maintenance responsibilities will aid in defraying the cost of kitchen maintenance. This arrangement is in accordance with Section 1264 of the California Military and Veterans Code, which authorizes the County to provide for the use of SBVMB 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 thereto, 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.

The compensation set forth in the Agreement consists of the services Licensee will be providing to our local veterans, which include the following meals (all numbers are estimated):

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

Licensee shall also provide culinary services off-site to the community as follows (all numbers are estimated):

- Every Monday, Licensee shall serve lunch to low-income seniors through the Santa Barbara Housing Authority (SBHA) Shifco (240 meals monthly), and lunch to low-income, at-risk populations through Peoples' Self-Help Housing.
- 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).

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

The total estimated annual value of Licensee's services to veterans and the community is **\$94,960.00**.

In exchange for the benefits and services Licensee provides to veterans and the community, Licensee shall be entitled to an offset in monthly rent. The Premises consist of approximately 378 square feet. Market rent for exclusive use of the Premises is approximately two dollars (\$2.00) per square foot, or \$756 per month, and Licensee's proportionate share of the monthly operating costs is estimated to be \$1.66 per square foot, or six hundred twenty-seven dollars and forty-eight cents (\$627.48) per month. The total sum of Licensee's rent and operating costs is estimated to be \$1,383.48 ("Monthly Rent").

Licensee shall submit a monthly report to the General Services Department detailing Licensee's services, and value thereof, provided during the prior month. In the event such calculation yields an amount that is less than \$1,383.48, Licensee shall pay to the County the difference as Monthly Rent. 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.

This offset of monthly rent is in accordance with California Government Code Section 26227, which states the Board of Supervisors may make available 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. Licensee will have exclusive use of the Premises Monday, Tuesday and Thursday mornings, but otherwise will be sharing use of the Premises with other users. The kitchen will not otherwise be needed for County purposes during the term, and Licensee will be using the Premises to carry out their programs and services as set forth in the Agreement.

Lastly, this project is exempt from environmental review in accordance with California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15323. The proposed action will not involve any expansion of use or have a significant environmental impact and is therefore exempt under CEQA Section 15301 - Class 1, which provides an exemption for the “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” The proposed action is also consistent with SBVMB’s historical use as a public gathering location and fully functioning kitchen, and is therefore exempt under CEQA Section 15323, which provides an exemption for “normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose.” Therefore, a Notice of Exemption has been prepared and is attached hereto as Attachment 2.

**Fiscal and Facilities Impacts:**

The Board’s execution of the Agreement will have no direct fiscal or facilities impacts. Licensee requires no capital improvements to the building or kitchen for its use.

**Key Contract Risks:**

There is little, if any, risk to the County by entering into the Agreement. If the value of the Licensee’s services is less than the Monthly Rent, Licensee shall pay the difference. If the Board finds Licensee is no longer in compliance with applicable Military and Veterans Codes or Government Codes, the County may charge Licensee market rent. The County may also terminate the agreement upon ninety (90) days written notice for any reason or no reason.

**Staffing Impacts:** none

**Special Instructions:**

After Board action, please distribute as follows:

- |   |   |
|---|---|
| 1. Original Kitchen Agreement           | Clerk of the Board Files                    |
| 2. Duplicate Original Kitchen Agreement | Real Estate Services, Attn: Susan Freebourn |
| 3. Copy of Minute Order                 | Real Estate Services, Attn: Susan Freebourn |

**Attachments:**

1. Kitchen License and Management Agreement
2. CEQA Notice of Exemption