

Attachment 1

ATTACHMENT 1

Collective Cultures Creating Change License Agreement

Project: C4 Lompoc: Collective Cultures
Creating Change (C4) @ Lompoc
Vets Bldg. Room #142/Jury Room
APN: 085-330-003
File: 004045
Agent: CS

LICENSE AGREEMENT
(12A-10.3)

THIS LICENSE AGREEMENT (“Agreement”) is made by and between:

C4 Lompoc: Collective Cultures Creating Change, a California 501(c)(3) nonprofit public benefit corporation (“C4”)

and the

County of Santa Barbara, a political subdivision of the State of California (“COUNTY”)

WHEREAS, California Government Code Section 26227 and Section 12A-10.3 of the Santa Barbara County Code authorize the COUNTY’s Board of Supervisors to make available to a nonprofit corporation 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 deemed necessary by the Board of Supervisors to meet the social needs of the population of the COUNTY; and

WHEREAS, the COUNTY has determined that (i) the Premises (defined below) are not and, during the contemplated License Period will not, be needed for COUNTY purposes, and (ii) the COUNTY Board of Supervisors deems the program to be carried out by C4 on the Premises to be necessary to meet the social needs of the population of the COUNTY.

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the parties hereto agree as follows:

1. **LICENSE FOR C4 USE OF COUNTY-OWNED PROPERTY:**

A. **LICENSE.** COUNTY hereby grants to C4, subject to the terms and conditions set forth herein, a no-cost license (“License”) for nonexclusive use of the areas specified below in this Section 1 (“License Areas”) of that certain COUNTY-owned real property located at 100 E. Locust Street, Lompoc, California, 93436, commonly known as the Lompoc Veterans’ Memorial Building, and depicted on Exhibit A, attached hereto and incorporated herein by reference (“Property”) during the License Period (defined below), including:

- i. Access to and nonexclusive use of Room 142 (approximately 200 sq. ft.), depicted as shaded in yellow on Exhibit B, attached hereto and incorporated herein by reference (“Room 142”), for the purpose of carrying out the

“Collective Cultures Creating Change (C4)” program in the Lompoc area (“Program”).

- ii. Nonexclusive use of any unassigned/nonexclusive parking spaces on the Property while occupying any of the License Areas while carrying out the Program.
- iii. Nonexclusive use of the conference room located in Room 146 (“Conference Room”) shown as the cross-hatched area on Exhibit B, subject to availability confirmed and reserved in advance in each instance by Suzanne Isbell, Community Services Dept., who may be contacted by telephone at 1-805-686-5051, or by Email at sisbell@countyofsb.org.
- iv. Nonexclusive use of Room 145 (“Jury Room”) shown as the diagonally-slashed area on Exhibit B, subject to availability confirmed in advance by Alma Hernandez, Office of Supervisor Joan Hartmann, who may be contacted by telephone at: 1-805-699-1140, or by Email at: ahernandez@countyofsb.org.

B. During the License Period, COUNTY shall provide the following:

- i. Custodial services and utilities for Room 142, at no cost to C4; provided, however, that such utilities shall only be utilities that are provided to Room 142 as of the Effective Date, and such utilities shall not include telephone or internet service (see Section D, below).
- ii. Two (2) keys and Identification Cards necessary to access Room 142, and the building on the Property in which it is situated, for use by two (2) C4 employees, (i) Yasmin Dawson, whose email address is yasmin@c4lompoc.org, and (ii) Alex Murkison, whose email address is alex@c4lompoc.org. C4 shall ensure that such keys and Identification Cards are not duplicated. In the event that any of such keys or Identification Cards are lost, C4 shall promptly notify COUNTY of such loss by contacting Scott Hosking in COUNTY’s Facilities Services office (see Section H, subsection 4, below for contact information), and C4 will be responsible for reimbursement of all costs incurred by COUNTY in connection with such loss, including, but not limited to, any replacement of any of such keys and Identification Cards.
- iii. Office furnishings in Room 142.
 - a. COUNTY shall not be responsible for any theft or damage to any of C4’s furniture, materials or equipment, or to any other personal property of C4 or any of C4’s employees, agents, officers, directors, volunteers, or invitees.

2. C4’S OBLIGATIONS:

A. During the License Period, C4 shall:

- i. Abide by all of the Terms and Conditions of this Agreement.
- ii. Provide any items necessary to conduct C4’s business.
- iii. Not authorize access to or permit any use of the Property or any of the License Areas other than the permitted uses expressly set forth herein.

- iv. Reimburse COUNTY, or pay directly, for all costs associated with rekeying access door(s), if necessary, and the costs for replacement keys or Identification Cards if keys or Identification Cards are lost or damaged.
- v. Schedule use of the Conference Room through Suzanne Isbell, Community Services Department, Tel: 1-805-686-5051; Email: sisbell@countyofsb.org.

3. LICENSE PERIOD:

- A. The initial term of this Agreement shall be six (6) months (“Initial Period”), commencing upon the first day that this Agreement is executed by both of the Parties (“Effective Date”), subject to extension or earlier termination as set forth in this Agreement.
 - B. Extension Periods: Upon expiration of the Initial Period, provided that C4 is in compliance with all of the terms and conditions of this Agreement, this Agreement shall be automatically extended for three (3) consecutive periods of one (1) year each (each such one-year extension period an “Extension Period” and, collectively, the “Extension Periods” and the Extension Periods together with the Initial Period, collectively, the “License Period”) subject to C4’s continued compliance with all of the terms and conditions hereof, and further subject to earlier termination as provided below.
4. TELEPHONE AND INTERNET SERVICES: COUNTY shall not be obligated to provide telephone and/or internet services to the License Areas or otherwise for use by C4. In the event that C4 desires telephone and/or internet service to Room 142 at any time during the License Period, then C4 shall be solely responsible for procuring and promptly paying for such telephone and/or internet service(s); provided, however, that no such installation work shall be performed on the Property without the prior written consent of Andre Monostori, Deputy Director of COUNTY’S Information and Communication Technology Division, whose phone number is (805) 568-2606.
5. BUSINESS HOURS: For purposes of this Agreement, regular business shall mean 7:00 AM to 6:00 PM, Pacific Time, Monday through Friday.
6. INDEMNIFICATION: C4 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 but not limited to attorneys’ fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. C4’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. C4 shall notify COUNTY immediately in the event of any accident, injury, claim or potential claim arising out of or in connection with this Agreement. The indemnification provisions in this Agreement, including, but not limited to, this Section F, shall survive the expiration or termination of this Agreement.

7. INSURANCE: C4 shall procure and maintain for the duration of this Agreement, at C4’s sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with C4’S use of the License Areas. Such

insurance shall comply with the specifications set forth below in this Section G.

A. Minimum Scope of Insurance

Such insurance coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 or) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering Code 1 (any vehicle), or if C4 has no owned vehicles, Code 8 (hired) and (Code 9) non-owned vehicles, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation: Insurance 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.
- iv. Property Insurance: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If C4 maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by C4. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

B. Other Insurance Provisions

Such insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. *Additional Insured* – COUNTY, its officers, officials, employees, 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 C4, 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 C4's insurance at (least as broad as ISO Form CG 20 10).
- ii. *Primary Coverage* – For any claims related to this Agreement, the C4'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the C4'S insurance and shall not contribute with it.
- iii. *Legal Liability Coverage* – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property/premises.

- iv. *Notice of Cancellation* – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
- v. *Waiver of Subrogation Rights* – C4 hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said C4 may acquire against COUNTY by virtue of the payment of any loss under such insurance. C4 agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- vi. *Deductibles and Self-Insured Retention* – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require C4 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.
- vii. *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".
- viii. *Verification of Coverage* – C4 shall furnish COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the Premises. However, failure to obtain the required documents prior to occupying the Premises, shall not waive C4's obligation to provide them. C4 shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- ix. *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 contract.
- x. *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. C4 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 and of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

8. GENERAL TERMS AND CONDITIONS:

- A. NON-DISCRIMINATION: No discrimination shall be made in the employment of or service to persons under this Agreement because of race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- B. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the respective permitted successors and assigns of the Parties; provided, however, that C4 shall not assign or otherwise transfer, by operation of law or otherwise, this Agreement, the License, or any of C4's rights or obligations hereunder, without the prior written consent of COUNTY, and any such attempted assignment or transfer without the COUNTY's prior written consent in each instance shall be null and void.
- C. GOVERNING LAW: The validity of this Agreement and all of its terms and provisions, including, but not limited to, the rights and obligations of the Parties hereunder, shall be governed by the laws of the State of California.
- D. ALTERATIONS OR IMPROVEMENTS: No alterations or improvements shall be made by or on behalf of C4 to any of the License Areas. Because the Lompoc Veterans Memorial Building has received Historic designation, no wall hangings shall be installed or permitted unless approved in advance and installed by COUNTY Maintenance personnel. County Maintenance can be reached at:

1-805-934-6506, Monday-Friday 7:30AM-4:00PM
On Call After-Hours and holidays: 1-805-896-2204
Alternate emergency number: 1-805-896-2902

Scott Hosking, Facilities Manager
County of Santa Barbara
4568 Calle Real, Building B
Santa Barbara, CA 93110
Tel. (805) 568-2533

- E. AMENDMENTS: This Agreement shall not be amended or modified except in writing duly executed by both Parties.
- F. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and not intended to limit the scope of any provision of this Agreement.
- G. TERMINATION: Either Party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other Party.

In the event of such termination, or any other termination or expiration of this Agreement, the License Areas and any personal property belonging to C4 and left in, on, or around the License Areas for more than thirty (30) days after such termination shall be deemed abandoned, and title to such personal property shall pass to COUNTY.
- H. SEVERABILITY: In the event that any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, such holding shall not invalidate the remainder or any other provision of this Agreement.

- I. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
- J. COUNTY PROPERTY USE: C4 shall leave the License Areas and any COUNTY-supplied equipment, furniture, and other personal property on the Property in the same condition as on the Effective Date, reasonable wear and tear accepted.
- K. COMPLIANCE WITH LAWS: C4 shall ensure that each of its employees, officers, directors, volunteers, agents, and invitees observe and comply with all rules and regulations in connection with the Property, and all Federal, State, and local laws, ordinances, and regulations.
- L. NOTICES: Any notice required or permitted to be given to a Party under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States Postal Service mail, registered or certified mail, postage prepaid, or sent by nationally recognized overnight delivery service, or facsimile transmission, addressed to such Party at its respective address as follows:

C4:
Collective Cultures Creating
Change
1022 W. Chestnut
Lompoc, CA 93436
Yasmin Dawson, CEO
1022 W. Chestnut
Lompoc, CA 93436
Tel: 1-805-294-2338
twoyasmindawson@yahoo.com

COUNTY:
County of Santa Barbara
Real Property Division
1105 Santa Barbara Street 2nd Floor
Santa Barbara, CA 93101
Attn: Julie Lawrence, Manager
Real Property Division
Tel: 1-805-568-3070
jlawrence@countyofsb.org

*Contact for Lompoc Vets Bldg. Office:
Carrie Paige, Tel. 1-805-936-0237*

Any such notice personally given or sent by facsimile or electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit of such notice in the United States Postal Service mail.

- M. ABANDONMENT OF THE PREMISES/FACILITY: C4 shall not abandon, vacate, surrender or assign use of any of the License Areas at any time during the License Period. If C4 does attempt or purport to abandon, vacate, surrender or assign use of the License Areas, then this Agreement and all of C4's rights hereunder shall terminate at the option of COUNTY.
- N. DESTRUCTION: If the License Areas are partially or totally destroyed by fire or other casualty, this Agreement, at the option of C4, shall terminate. If C4 chooses to terminate the Agreement, then C4, at COUNTY'S option, shall promptly return the License Areas to as near their original condition as is practical.

- O. CERTIFICATION OF SIGNATORY: Each signatory to this Agreement and each of them represent and warrant that they are authorized to execute this Agreement on behalf of such signatory's respective Party, and that no additional signatures are required to such Party to this Agreement or to carry out such Party's obligations hereunder.
- P. ENTIRE AGREEMENT OF PARTIES: This Agreement sets forth the entire Agreement between parties hereto with respect to the subject matter hereof and supersedes all other oral or written agreements, representations, promises and understandings between the parties hereto related thereto.
- Q. NO WAIVER: The waiver by either Party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this Agreement.

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Project: C4 Lompoc: Collective Cultures
Creating Change (C4) @ Lompoc
Vets Bldg. Room #142/Jury Room
APN: 085-330-003
File: 004045
Agent: CS

IN WITNESS WHEREOF, COUNTY and C4 have executed this Agreement to be effective as of the date executed by COUNTY.

“COUNTY”

County of Santa Barbara

ATTEST:
MONA MIYASATO
Clerk of the Board

By _____
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

By: _____
Deputy Clerk

Date: _____

“C4”

C4 Lompoc: Collective Cultures Creating Change

By: _____
Yasmin Dawson, C4 CEO
7607E4440DA6428
Yasmin Dawson, CEO

By: _____
Alex Murkison, C4 Vice President
79A80A62363A44C
Alex Murkison, Vice President

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Lauren Wideman
8F464D822C84458...
Lauren Wideman, Deputy Counsel

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Greg Milligan
DC240AC1E64247D...
Risk Management

APPROVED:

By: _____
Julie Lawrence
172790BF3B9D48C...
Julie Lawrence, Manager
GS/Real Property Division

RECOMMEND FOR APPROVAL:

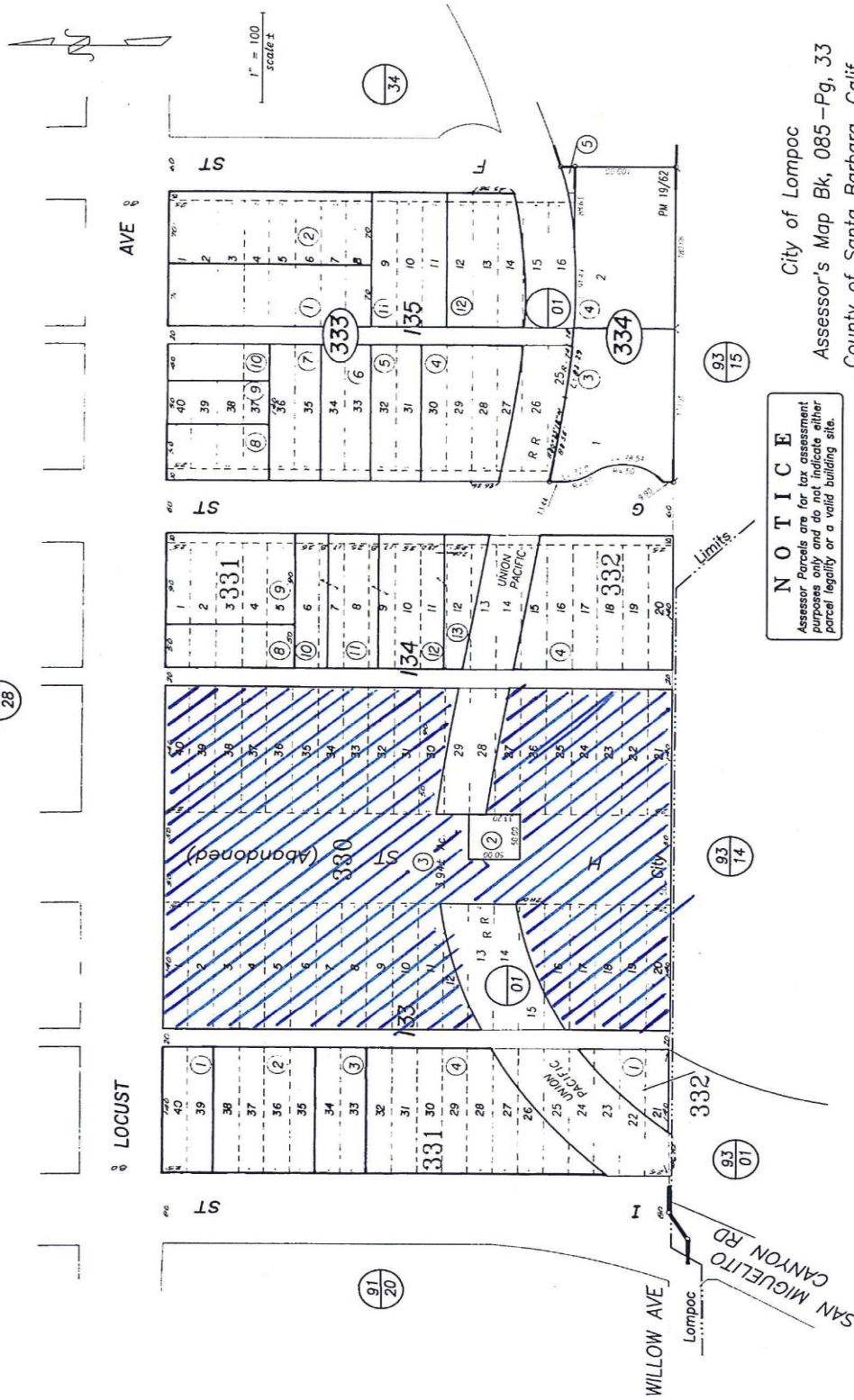
By: _____
Joan Hartmann, Supervisor 3rd District
2C6D239F531D484...
Joan Hartmann, Supervisor
Third Supervisorial District

Exhibit "A" Property

085-33

POR. RANCHO LOMPOC

28



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

City of Lompoc
Assessor's Map Bk, 085-Pg, 33
County of Santa Barbara, Calif.

10/04
see pgs. 130-01.02 & 134-05
130-01, 131-14, 132-05, pg. 130-03

09/15/1949 R.M. Bk. 15, Pg. 284, Tract "City of Lompoc"

Exhibit "B" License Areas

