



Agenda Item B.4
CONSENT CALENDAR
Meeting Date: December 18, 2018

TO: Mayor and Councilmembers

FROM: Michelle Greene, City Manager

CONTACT: Dana Grossi, Management Analyst

SUBJECT: Management and Lease Agreement for the South Coast Railroad Museum

RECOMMENDATION:

Authorize the City Manager to execute a Management and Lease Agreement between the City of Goleta and the Institute for American Research for the operation of the South Coast Railroad Museum and historic Goleta Depot for a term of 20 years.

BACKGROUND:

The Institute for American Research ("Institute") is party to a lease agreement with the City of Goleta for operation of the South Coast Railroad Museum (Museum) including the historic Goleta Depot building, which is located on Los Carneros Park, a City-owned property. The Institute is a local nonprofit organization that has operated the facilities and grounds of the Museum and Depot building since the historic Depot was move the Park from its original location. The City and Institute desire to enter into an updated multi-year lease agreement that identifies specific maintenance responsibilities on the property.

DISCUSSION:

The Institute leases City-owned property to operate the Museum and historic Goleta Depot building. The lease allows for Institute staff to provide educational and entertainment opportunities to the Goleta community through ongoing daily museum operations and outreach efforts. The Museum is open to all members of the public year-round, Fridays through Sundays from 1:00pm-4:00pm. The Museum provides tours that educate visitors about the history of the train depot and its central role in the Goleta community. The Museum also offers passenger rides on a miniature train. An estimated 15,000 to 16,000 visitors tour the museum each year.

Over the past few months, staff have been in discussions with the Institute regarding ownership of the various facilities onsite and associated maintenance responsibilities, in addition to liability questions concerning the miniature train ride operations. Resulting

from these discussions is a newly drafted lease, which can be viewed as Attachment 1. Major highlights include the following:

- The specific property leased to the Institute includes the Goleta Depot building and all structures on the property including the railroad track, Visitor Center building, storage sheds, and crossing signals. Exhibit A of the lease contains a legal description of the lease area and boundaries.
- The use of the parking lot and public restrooms located adjacent to the property will continue to be shared by the Institute, the City, the Goleta Valley Historical Society, and the general public visiting Los Carneros Park.
- A list of specific maintenance tasks and the responsible party for each task is listed in Exhibit B of the lease. As a general summary, the City will be responsible for all maintenance work on building exteriors. The Institute will generally be responsible for interior building maintenance tasks with the exception of certain utilities maintenance (gas, water, sewer), which will fall under the City's responsibility.
- The City will for the most part be responsible for landscape and grounds maintenance, with the exception of a few minor tasks as shown in Exhibit B that will be the Institute's responsibility.
- The City will maintain all fire equipment (extinguishers, alarm systems, and smoke detectors).
- The City will for the most part be responsible for mechanical maintenance (electrical, heating, air conditioning, and water heater).
- To keep the City up-to-date on activities occurring on the property, the Institute will provide on a quarterly basis the schedule of planned events and activities.
- Any fees the Institute may decide to charge for admission to the museum or for use of the building cannot be administered without prior approval by the City.
- The Institute will be required to provide insurance coverage to the City including General Liability Insurance, which will afford coverage for all operations including the railroad track miniature train rides.

Staff and the Institute are satisfied with the current draft of the lease agreement, and as such, staff are seeking City Council's approval of the agreement. If approved, this agreement will replace the existing month-to-month lease agreement with a term set to expire in 20 years.

FISCAL IMPACTS:

There are no fiscal impacts in terms of costs to the City of executing the lease agreement. If executed, the City will receive one dollar (\$1.00) per year from the Institute during the term of the 20-year agreement, totaling \$20.00 in revenue. The entire lease payment is due to the City within 30 calendar days of execution. Funds will be accounted for in the General Fund Property Rental Revenue Account (101-4-8500-430).

ALTERNATIVES:

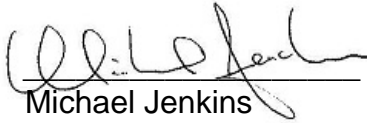
As appropriate, the City Council may direct staff to revise the new agreement, in which case its approval would be delayed. If approval is delayed for any reason, the existing agreement with the Institute would continue on a month to month basis until the new agreement gets finalized. Alternatively, the City Council may choose to forego execution of the new agreement and look into other potential uses for the property.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Management and Lease Agreement between the City of Goleta and the Institute for American Research for Operation of the South Coast Railroad Museum and Historic Goleta Depot.

ATTACHMENT 1

Management and Lease Agreement between the City of Goleta and the South Coast
Railroad Museum

MANAGEMENT AND LEASE AGREEMENT

BETWEEN THE CITY OF GOLETA

AND THE INSTITUTE FOR AMERICAN RESEARCH

**MANAGEMENT AND LEASE AGREEMENT
BETWEEN THE CITY OF GOLETA
AND THE INSTITUTE FOR AMERICAN RESEARCH**

This Management and Lease Agreement ("AGREEMENT") is made and entered into this ____ day of _____ 2018, by and between the City of Goleta, a California municipal corporation (hereinafter referred to as "CITY"), and the Institute for American Research, a California corporation (hereinafter referred to as "INSTITUTE").

RECITALS

A. CITY owns real property known as Los Carneros Park, a community park which includes several buildings and grounds appurtenant thereto ("PARCEL") and more particularly described as a portion of Assessor's Parcel Number 77-160-61.

B. A portion of the PARCEL, which is depicted on Exhibit "A" attached hereto and incorporated herein ("PREMISES"), has been operated by INSTITUTE as the South Coast Railroad Museum "MUSEUM" pursuant to a lease agreement between the Institute and the County of Santa Barbara, CITY's predecessor in interest, and, following the incorporation of CITY, a lease agreement between the Institute and the CITY.

C. Government Code Section 37396 allows CITY to lease City-owned property for park, recreational and exhibition purposes.

D. The INSTITUTE desires to continue to lease and manage PREMISES to operate MUSEUM to serve the educational and recreational needs of the general public; and

E. The CITY deems the leasing of the PREMISES to INSTITUTE for the operation of MUSEUM and the management of the PREMISES by INSTITUTE on the terms and conditions contained herein to be in the best interests of the CITY.

NOW, THEREFORE, In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. LEASE

CITY hereby leases to INSTITUTE and INSTITUTE hereby accepts lease of the PREMISES subject to the terms and conditions set forth herein. CITY leases the PREMISES to INSTITUTE for the purpose of management, operation, and maintenance of said PREMISES for historical preservation, educational purposes and recreational use by the public in a manner consistent with public park use, specifically including operation of MUSEUM, as further set forth in Section 12 herein.

2. CONSIDERATION

The INSTITUTE agrees to pay CITY, ONE DOLLAR (\$1.00) per year during the term of this Agreement (due and payable for the full lease term of twenty years in advance) and to perform such services as specified herein. INSTITUTE'S payment of Twenty Dollars (\$20.00) shall be made to CITY and sent within thirty (30) calendar days of the execution of this Agreement to the address shown in Section 22, NOTICES, or such other place as the parties shall agree upon in writing.

3. PREMISES

The real property and improvements leased to INSTITUTE and covered by this Agreement are located in City of Goleta, State of California, and commonly known as a portion of Santa Barbara County Assessor's Parcel Number 77-160-61 and said PREMISES are shown on Exhibit "A" which is attached hereto and made a part hereof by reference.

The parking lot and public restrooms located adjacent to the PREMISES shall remain common space to be shared by INSTITUTE with the CITY, the Goleta Valley Historical Society and the general public visiting the Los Carneros Park.

4. IMPROVEMENTS

The improvements leased to INSTITUTE under this Agreement consist of the Goleta Depot building and all structures on the PREMISES ("IMPROVEMENTS") including the

railroad track, Visitor Center building, storage sheds, and crossing signals. INSTITUTE may construct additional improvements, provided it secures advance written approval of the CITY and obtains all necessary permits beforehand.

5. TERM

The term of the Agreement shall be for twenty (20) years. The term of the Agreement will commence on December 1, 2018, and shall run through November 30, 2038, unless sooner terminated as herein provided. The term may be extended for an additional ten (10) year term upon six (6) months written notice, subject to written consent of the CITY. Such consent may be granted by the City Manager.

INSTITUTE agrees that at any time during the term of this Agreement, if INSTITUTE discontinues the use of the PREMISES for community recreation and historical preservation for a period exceeding 120 days, such discontinuance shall constitute an abandonment of this Agreement. If INSTITUTE does not re-commence use of the PREMISES within 30 days following notice from CITY, this Agreement shall terminate.

6. HOLDOVER

CITY and INSTITUTE agree that in the event INSTITUTE fails to vacate PREMISES at the end of the term of this Agreement, or any extension of the term, City may treat INSTITUTE occupancy as a hold over tenancy from month to month, not to exceed a total of twelve months, subject to all terms and conditions in this Agreement.

7. REMOVAL OF IMPROVEMENTS

Upon termination of this Agreement (including any extension thereof) by default, expiration, or any other reason, INSTITUTE shall vacate and return possession of said PREMISES to CITY. Prior to returning possession of said PREMISES, INSTITUTE, shall remove all personal property owned by it and restore PREMISES to a condition satisfactory to CITY.

Any and all personal property left on the PREMISES for a period of more than thirty (30) calendar days after termination or expiration shall be deemed abandoned, at the option

of CITY.

8. ADMINISTRATION

CITY designates its City Manager as its agent for the administration and enforcement of the Agreement. INSTITUTE'S occupancy and use shall be consistent with the City of Goleta Municipal Code and any applicable permits. INSTITUTE shall perform its part of this Agreement as a lessee and nothing herein contained shall be construed to be inconsistent with this relationship or status.

9. ASSIGNMENT

INSTITUTE shall not assign this Agreement or any interest, or any part thereof, or any right, or privilege appurtenant thereto without the advance written consent of CITY. Any attempt to make such assignment shall be void and without legal effect.

10. MAINTENANCE AND REPAIRS

CITY and INSTITUTE each agree to perform maintenance and repair work on the PREMISES and IMPROVEMENTS as said maintenance and repair responsibilities are allocated and set forth in Exhibit "B", attached hereto and incorporated herein by reference. INSTITUTE agrees that CITY has the right to revise said Exhibit "B" as part of its approval of any new structures and/or improvements to the PREMISES proposed by INSTITUTE.

All maintenance and repair work will be done in a competent and workmanlike manner and shall follow accepted practices for historical structures. INSTITUTE shall send written requests to CITY that maintenance and repair work allocated to CITY is needed. CITY shall confer with INSTITUTE prior to the commencement of any repair or replacement work on the exterior of the Depot building or on the adjacent landscaped grounds.

INSTITUTE shall employ all persons required for the performance of INSTITUTE'S responsibilities under this Agreement and such persons shall be and remain employees of INSTITUTE and shall not be the agents or employees of CITY.

INSTITUTE lacks authority and agrees not to employ help, purchase or rent supplies, equipment or services, or incur any expenses in the name of CITY.

11. UTILITIES AND SERVICES:

- A. WATER SERVICE. CITY shall at its expense provide domestic water service to the PREMISES.
- B. WASTEWATER COLLECTION SERVICE. CITY shall make arrangements for and pay all charges for wastewater removal services at the PREMISES.
- C. SOLID WASTE REMOVAL AND RECYCLING. CITY's franchisee shall provide basic solid waste collection to the PREMISES at no cost to INSTITUTE. This service shall include routine weekly pick-up of waste, recycling, and any additional removal of waste needed for periodic events and activities conducted on the PREMISES.
- D. ELECTRICAL SERVICE. INSTITUTE shall make arrangements for and pay all service and connection charges for electrical service on the PREMISES.
- E. NATURAL GAS SERVICE. INSTITUTE shall make arrangements for and pay all service and connection charges for natural gas service on the PREMISES.
- F. TELEPHONE, CABLE AND INTERNET SERVICE. INSTITUTE shall make arrangements for and pay all service and connection fees for telephone, cable and internet service at the PREMISES.

If INSTITUTE is constructing or remodeling improvement(s) and additional utility or service installation is required (i.e. wiring, plumbing, conduits, and mains) as a result from INSTITUTE'S changes or increased utility or service requirements, INSTITUTE shall pay on demand by the public utility or service company(s) the total costs of said utility and/or service.

12. USE OF PREMISES

INSTITUTE shall manage and operate the PREMISES and shall not permit the PREMISES to be used for any other purposes than as defined herein, without first obtaining

the written consent of CITY. INSTITUTE shall not encourage, or permit to continue within the PREMISES, acts which are unlawful; to do so would constitute a material breach of this Agreement. At all times, use of the PREMISES shall be subject to all applicable rules and regulations pertaining to developed parks of CITY, and to any applicable permits.

INSTITUTE hereby agrees to use, and to permit the use of the PREMISES leased herein solely for the reasonable requirements of a historical and railroad MUSEUM, and for recreational use by the public in a manner consistent with public park use. All such uses are subject to all applicable laws, rules and regulations, any applicable permits, and any CITY required permits for such use on CITY property.

INSTITUTE shall limit its use of the PREMISES to those uses that are compatible with the purposes set forth above, do not constitute an undue burden on or risk to the PREMISES, are sponsored by or approved by the INSTITUTE as per INSTITUTE'S rules and regulations, and are designed to foster and further the primary purposes of the INSTITUTE, including, but not limited to:

- A. Publicizing the INSTITUTE facilities;
- B. Raising funds for maintenance, improvement and restoration of the facilities;
- C. Conducting INSTITUTE functions, including but not limited to tours, meetings of the INSTITUTE'S membership, and open houses; and
- D. Making the INSTITUTE facilities reasonably available to the public for appropriate and limited public and private functions.
- E. Operating the exterior miniature train.

INSTITUTE agrees to furnish quarterly to CITY the schedule of events and activities planned for the ensuing year and to notify CITY of any additions or deletions to the schedule at least seven (7) calendar days prior to the date of the scheduled event.

INSTITUTE and CITY hereby acknowledge and agree that alcohol will be restricted pursuant to the CITY'S Municipal Code Section 12.15.160, Sale or Use of Alcoholic Beverages. Sale of beer and/or wine by INSTITUTE, or any other users of the PREMISES,

is prohibited unless the seller first obtains a Permit to Sell Alcohol Authorization Form attached hereto in Exhibit "C," from CITY, and then submits the Form to the Alcoholic Beverage Control Board for final approval of a Temporary Liquor License.

The INSTITUTE or any other users of the PREMISES desiring to hold an event or activity for a group of more than one hundred (100) people on the PREMISES, must file a Special Event Application with the Community Services Department at least (30) days before the scheduled event. As to the PREMISES, if any term in the Special Event Application conflicts with a term of this Agreement, the terms of this Agreement shall prevail.

13. FACILITY USE AND ADMISSION FEES

Fees charged by the INSTITUTE for admission to the museum and use of the building and/or grounds for events are subject to approval of CITY. Fee revenues shall be used for the benefit of the PREMISES.

14. TAXES AND ASSESSMENTS

INSTITUTE acknowledges that the use or occupancy of the PREMISES by INSTITUTE may constitute a possessory interest which may be subject to property taxation. INSTITUTE shall pay and discharge all taxes and assessments, including special and/or possessory interest taxes, if any, levied upon said property, based on the use or occupancy of the PREMISES.

15. CONSTRUCTION

Any construction or alterations in, on, or about the PREMISES shall be subject to advance, written approval by the CITY, which approval shall be granted or denied in CITY's sole and absolute discretion. INSTITUTE shall apply for and obtain a building permit prior to performing any work requiring a building permit under CITY's Building Code.

Any construction or alterations by INSTITUTE pursuant to this section shall keep the

leasehold and improvements free and clear of liens or stop notices for labor and material expended by or for INSTITUTE or on its behalf and shall hold CITY harmless with respect to any such improvements.

INSTITUTE shall be responsible for any and all costs of such construction or alterations including all design, review and permitting fees.

16. INDEMNIFICATION

INSTITUTE agrees to defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against loss, personal injury, property damages, claims, suits, proceedings (including reasonable attorney's fees), judgments or liabilities arising from negligent or willful acts or omissions of INSTITUTE, its officers, agents, employees, and contractors occasioned by or in connection with the use of the PREMISES by INSTITUTE, whether such loss, personal injury, or property damage is sustained by INSTITUTE, its officers, agents, or employees, or any other person.

CITY agrees to defend, indemnify and hold harmless INSTITUTE, its officers, agents, and employees from and against loss, personal injury, property damages, claims, suits, proceedings (including reasonable attorney's fees), judgments or liabilities arising from negligent or willful acts or omissions of CITY, its officers, agents, employees, and contractors occasioned by or in connection with the CITY's performance of its obligations under this Agreement, whether such loss, personal injury, or property damage is sustained by CITY, its officers, agents, or employees, or any other person.

17. INSURANCE

INSTITUTE shall procure the following required insurance coverage. Certificate(s) of Insurance shall be furnished to the CITY upon the execution of this Agreement. Certification of all required policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with CITY prior to exercising any right or performing any activities pursuant to the Agreement. Said policies shall be endorsed to state that coverage shall not be cancelled by either party, without thirty (30) calendar days prior notice in writing

to CITY. Furthermore, commercial general liability and property coverage shall contain an endorsement naming CITY as an additional insured. INSTITUTE shall give CITY prompt and timely notice of claim made or lawsuit arising out of INSTITUTE'S operations hereunder.

Insurance coverage in the minimum limits as specified below shall be maintained during the term of this Agreement. All insurance coverage shall be placed with insurers which; 1) have a Best's rating of no less than A- VII or equivalent rating, and 2) are authorized insurance companies in the State of California. All other insurers require prior approval of the CITY. Failure to comply with the insurance requirements and to furnish Certificates of Insurance shall constitute a material breach of this Agreement. CITY may periodically review the minimum limits as established below. In the event of a change in the minimum limits, the CITY shall inform INSTITUTE of such change by giving written notice to INSTITUTE no less than sixty (60) calendar days prior to the expiration date of any existing insurance policy or policies. Upon request by CITY, INSTITUTE shall provide certified copies of any insurance policies to CITY within ten (10) calendar days.

A. GENERAL AND AUTOMOBILE LIABILITY INSURANCE: The general liability insurance shall include personal injury liability coverage, shall afford coverage for all PREMISES and operations of INSTITUTE, shall include contractual liability for the agreement between CITY and INSTITUTE, and in the event INSTITUTE sells merchandise and/or services to the public shall include products/completed operations liability coverage. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of INSTITUTE pursuant to INSTITUTE'S activities hereunder. CITY, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. Personal injury coverage should also be in the amount of not less than \$1,000,000.00 per occurrence and aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the CITY has other valid and collectible insurance for a loss

covered by this policy, that other insurance shall be excess only.

B. PROPERTY INSURANCE: INSTITUTE shall maintain insurance coverage of all of the contents of the interiors of the PREMISES. Any insurance policy shall include provisions denying to the insurer acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

C. WORKERS' COMPENSATION INSURANCE: Statutory Workers' Compensation and Employer's Liability Insurance shall cover all INSTITUTE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) calendar days after receipt of such notice by CITY.

18. AGENTS' INSURANCE

INSTITUTE shall require all contractors, permittees, and licensees (hereinafter "agents") performing any activities or duties on said PREMISES, to carry such general liability insurance and workers' compensation insurance according to the terms and in the limits detailed below. Certification of all required policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with INSTITUTE prior to the commencement of any work on the PREMISES. Said policies shall be endorsed to state that coverage shall not be cancelled by either party, without thirty (30) calendar days prior notice in writing to INSTITUTE. Furthermore, all policies, excluding Workers' Compensation, shall contain an endorsement naming CITY as an additional insured. INSTITUTE shall give CITY prompt and timely notice of claim made or suit instituted arising out of the agent's operations hereunder.

All insurance coverage shall be placed with insurers which; 1) have a Best's rating of no less than A-VII or equivalent rating, and 2) are admitted insurance companies in the State of California. All other insurers require prior approval of the CITY. Failure of agents to comply with the insurance requirements and to furnish Certificates of Insurance shall constitute a

material breach of this Agreement.

A. GENERAL LIABILITY INSURANCE. The general liability insurance shall include personal injury liability coverage, and shall afford coverage for all operations of the agents on the PREMISES including the railroad track. INSTITUTE, its officers, employees, and agents and CITY, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The limit of liability of said policy or policies for general liability insurance shall not be less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. Personal injury coverage should also be in the amount of not less than \$1,000,000.00 per occurrence and aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the INSTITUTE or CITY have other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only.

B. WORKERS' COMPENSATION INSURANCE: Statutory Workers' Compensation and Employer's Liability Insurance shall cover the agent's staff while performing any work on the PREMISES. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) calendar days after receipt of such notice by CITY.

19. CITY INTEREST

CITY'S interest in INSTITUTE'S operations hereunder shall be deemed that of a landlord, and INSTITUTE'S operations hereunder shall not be considered as an operation of the City of Goleta.

20. UNLAWFUL DISCRIMINATION

INSTITUTE, in the use and operation to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or any ordinance

or policy of CITY. Noncompliance with provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, CITY shall have the right to terminate this Agreement and the interest hereby created without liability thereof.

21. MATERIAL BREACH OF LEASE

When the term material breach is used in this Agreement, it shall be construed to mean that, in addition to other remedies as provided by law, CITY has the right to terminate this Agreement, and the interest hereby created, without liability thereof.

22. NOTICES

All notices 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 second business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified below, or to such other address designated by the party in writing.

To CITY: City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, California 93117

To INSTITUTE: Institute for American Research dba South Coast Railroad
Museum
300 North Los Carneros Road
Goleta, California 93117

23. RESIDENTIAL PROHIBITION

The second story stationmaster's quarters, located on the PREMISES, shall not be occupied for residential purposes. Upon completion of handrail and lighting improvements to the satisfaction of the Building Department, the second story quarters may be accessed by the public up to a maximum of nine persons at any one time.

24. CITY REGULATIONS

All operations, all improvements and the use of all facilities (including building

scheduling and management policies) under this Agreement shall be subject to such rules, regulations and restrictions as CITY may, from time to time, determine to be necessary to avoid conflict with other uses of CITY recreational areas or with public policy.

25. ENVIRONMENTAL IMPAIRMENT

INSTITUTE, at INSTITUTE'S expense, shall comply with and perform all applicable laws, regulations, rules, and orders, regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, clean-up and water and air quality, and shall furnish to CITY satisfactory evidence of such compliance upon the request of CITY.

INSTITUTE shall assume no responsibility for any contamination which may be discovered on the PREMISES if such contamination was caused solely by occupants of the PREMISES prior to its use by INSTITUTE.

26. DEFAULT

The occurrence of any one of the following events shall constitute a material breach under this Agreement as well as items cited in various sections above:

- A. Failure of INSTITUTE to perform, or violation of, any provisions of this Agreement, if such failure and/or violation is not cured within thirty (30) calendar days after mailing of written notice has been given to INSTITUTE unless another time is specified herein. If the nature of INSTITUTE'S default is such that more than thirty (30) calendar days are reasonably required for its cure, INSTITUTE shall not be in default if INSTITUTE commences such cure diligently and in good faith of completion. Such time period may be shortened if such failure or violation constitutes an improvement.
- B. Failure of INSTITUTE to make any payment of rent or other required payment when due and such failure continues for a period of ten (10) calendar days.
- C. Failure to provide Insurance as required in Sections 17 and 18 herein.

D. The making of a general assignment for the benefit of creditors by INSTITUTE.

E. The appointment of a receiver or trustee to take possession of all or substantially all the assets of INSTITUTE.

27. REMEDY IN EVENT OF DEFAULT

Upon the occurrence of any event of default, CITY shall have at its option, at the expiration of the cure period provided in Section 26 above and in addition to and not in limitation of any other remedy permitted by law, the right to terminate this Agreement by written notice to INSTITUTE, in which event INSTITUTE shall immediately surrender the PREMISES to CITY. If INSTITUTE shall fail to do so, CITY may without notice enter and take possession of the PREMISES and remove anyone occupying the PREMISES and the effects of such occupant without hereby incurring any liability for such entry and removal.

28. WAIVER

The waiver by CITY of a breach of any term of this Agreement shall not be construed to be a waiver of any future breach of the same or any other requirement contained in this Agreement. The acceptance of any fees or charges by CITY shall not be treated as a waiver of any breach of any term of this Agreement, other than the failure of INSTITUTE to pay the particular fees or charges so accepted, regardless of CITY'S knowledge of a previous breach at the time of acceptance thereof.

29. COMPLIANCE WITH THE LAW

The INSTITUTE shall comply with all local, city, state and federal laws, rules, and regulations relating to the use of the PREMISES.

30. ACCEPTANCE OF PREMISES

The INSTITUTE has examined the PREMISES and has determined that the PREMISES are suitable for the needs and operations of the INSTITUTE.

31. PROHIBITION ON ENCUMBRANCES

INSTITUTE shall have no right to grant any security interest in this Agreement, the PREMISES or any improvements thereon. Any attempt to grant a security interest or otherwise encumber the PREMISES or its improvements, even if constructed by or at the direction of INSTITUTE, shall be void and without legal effect.

32. AMENDMENTS

This Agreement may be modified by written agreement of CITY and INSTITUTE. The parties acknowledge that circumstances may arise which may call for or require mutual good faith negotiations for the amendment of the Agreement. Without limitation due to enumeration, the parties agree to meet and confer regarding the possible mutual amendment of this Agreement within thirty (30) calendar days of the written notice by one party to the other party that an amendment is desired.

33. TERMINATION

This Agreement shall terminate and all rights of INSTITUTE hereunder shall cease and INSTITUTE shall quietly and peacefully deliver to CITY possession and interest in the PREMISES:

- A. At the expiration of the term as provided in Section 5, TERM, hereof.
- B. Upon failure of INSTITUTE 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 26, DEFAULT, hereof.
- C. Either party shall have the right to terminate this Agreement upon the giving of ninety (90) calendar days' prior written notice.

34. APPROVALS

Whenever the lease requires the approval or consent of either party, that approval or consent will not be unreasonably withheld or delayed.

35. PRIOR AGREEMENTS AND LEASE

This Agreement hereby replaces and revokes all prior agreements and/or leases between the County of Santa Barbara and INSTITUTE and the CITY and INSTITUTE regarding the Premises.

IN WITNESS WHEREOF, INSTITUTE and CITY have executed this Agreement by the respective authorized officers as set forth below.

CITY OF GOLETA

INSTITUTE FOR AMERICAN RESEARCH

Michelle Greene, City Manager

Steve Wagner, President

Noel Langle, Treasurer

ATTEST:

APPROVED AS TO FORM:

Deborah Lopez, City Clerk



Winnie Cai, Assistant City Attorney

Lease Area Boundary Description

Commencing at the Sly corner I/s Los Carneros Rd and entrance drive to FS 14 and
Los Carneros Park/SCRM and Stow House Museums
Thence southerly along the east curvilinear R/W line of Los Carneros Road to the
northerly property line of the Islamic Center a distance of approximately 700 ft
Thence southeasterly along said northerly property line and extending for a distance
of 545 feet more or less to an intersection of an existing dirt path way
Thence northerly along said pathway 610 feet more or less to an angle point in said
pathway veering northwesterly
Thence continuing along said pathway 115 feet to the extension of the east side of
an dirt access road running parallel and approximately 20 feet east of a wood fence
located between the Stow House and SCRM miniature railroad
Thence northerly along said east side of said dirt roadway 275 feet to an asphalt
drive leading to the Stow House Museum
Thence along the southerly side of said asphalt drive 310 feet more or less to the
point of beginning

MAP OF PREMISES



EXHIBIT B

MAINTENANCE & REPAIR RESPONSIBILITIES

Item No.	ITEM	INSTITUTE	CITY
1.	Building Exteriors		
	Repair Walls		X
	Painted Surfaces		X
	Door and Window Trim		X
	Doors, Hardware		X
	Windows: Hardware and Screens		X
	Locks		X
	Roof		X
	Rain Gutters/Drains		X
	Flashing		X
	Down Spouts		X
	Lighting		X
	Bulbs		X
	Features		X
	Transformers		X
	Fluorescent Lights		X
	Ballast		X
	Handrails		X
	Signs		X
	Decking		X
	Stairs		X
	Gates		X
	Timers		X
	Gas/Water Lines		X
	Phones/Elect. Lines		X
	Sewer Lines		X
2.	Building Interiors		
	Walls	X	
	Painted Surfaces	X	
	Door Hardware	X	
	Locks	X	
	Carpet, Vacuum and Cleaning	X	
	Floor, Sweeping and Cleaning	X	
	Floor, Wax and Cleaning	X	
	Drapes	X	

Item No.	ITEM	INSTITUTE	CITY
	Lighting	X	
	Bulbs	X	
	Fixtures	X	
	Transformers	X	
	Fluorescent Lights	X	
	Ballast	X	
	Handrails	X	
	Signs	X	
	Timers	X	
	Drinking Fountains	X	
	Ceiling	X	
	Showers	N/A	N/A
	Toilet/Urinals: Replacement		X
	Toilet/Urinals: Maintenance and Janitorial Service	X	
	Sink & Faucets: Replacement		X
	Sink & Faucets: Maintenance and Janitorial Service	X	
	Gas Lines		X
	Water Lines		X
	Sewer Lines/Drains		X
	Phone Lines & Jacks	X	
	Computer Lines & Jacks	X	
	TV Cable & Jacks	X	
	Phones	X	
	Towel Racks	X	
	Garbage Disposal	X	
	Refrigerator	X	
	Stove	X	
	Counter Tops	X	
	Cabinets	X	
	Blinds	X	
	Window Shades	X	
	Trash Compactor	X	

Item No.	ITEM	INSTITUTE	CITY
3.	Grounds		
	Mail Boxes	X	
	Drinking Fountains		X
	Fences and fence gates		X
	Trash Bins		X
	Signs		X
	Litter Pick-Up	X	
	Lighting		X
	Parking Lot		X
	Driveways		X
	Walkways		X
	Timers (external)		X
	Timers (internal)		X
	Cleaning, Sidewalks, Walkway, Parking Lot		X
	Park Benches and Tables		X
4.	Landscaping		
	Trees		X
	Shrubs		X
	Flowers	X	
	Lawn Mowing		X
	Watering		X
	Weed Abatement		X
	Sprinkler, Repair and Replace		X
	Rodent/Pest		X
	Seeding		X
	Fertilizer		X
	Plant Trimming (not trees)		X
	Plant Removal (not trees)		X
	Plant Replacement		X
	Fire Protection: Clearing of dry brush, undergrowth, dead or fallen trees		X
	Major Tree Trimming		X

Item No.	ITEM	INSTITUTE	CITY
5.	Mechanical Systems (up to main panel)		
	Electrical Panels, Breakers		X
	Electrical Central Switches		X
	Electrical Fuses		X
	Electrical Receptacles	X	
	Heating		X
	Air Conditioning		X
	Water Heater		X
6.	Fire Equipment		
	Extinguishers		X
	Alarm Systems		X
	Smoke Detectors		X
7.	Other Items		
	Paper supplies, dispensers waste containers, soap in restrooms and kitchens	X	
	Interior janitorial product and services	X	
	Interior Floor Waxing, Sweeping	X	
	Window Washing (Interior & Exterior)	X	
	Exterior sweeping entry, sidewalks, walkways and porches		X
	Janitorial service for PREMISES	X	
	Broken window glass or door glass including plate glass window	X	
	Refuse, Rubbish and Garbage Disposal		X
	Cleaning Storage Rooms, Utility Rooms	X	
	Exterminating		X
	Carpet, Tile and Linoleum Replacement	X	
	Required ADA Improvements		X
	Fire sprinklers if required		X
	Train Track Maintenance	X	
	Weeding of Train Tracks and All Ballast Areas	X	

EXHIBIT C



SPECIAL EVENT PERMIT GUIDE & APPLICATION

City of Goleta
Neighborhood Services & Public Safety Department

130 Cremona Drive, Suite B | Goleta, Ca 93117
(805) 961-7500 • www.cityofgoleta.org

July 2018

City of Goleta Special Event Permit Guide

Any special event, race, festival, etc., that is held on public property or effects the public right of way requires a Special Event Permit. A Special Event Permit is required if an event meets any of the following criteria:

- An organized formation, parade, procession, race, marathon or assembly of one hundred (100) participants or more (including people, animals, vehicles or any combination thereof) that assemble or travel in unison on any public street, highway, alley, sidewalk or other public right of way.
- An organized formation, parade, procession or assembly which either (1) may impede, obstruct, impair or interfere with free use of a public street, highway, alley, sidewalk or other public right of way owned, controlled or maintained by the City, or (2) does not comply with normal or usual traffic regulations or controls.
- An outdoor activity of a group of more than one hundred (100) people on City owned, controlled, or maintained property (i.e. Stow House, Goleta Valley Community Center and City parks and open spaces) where a standard picnic shelter reservation or facilities use permit has not been granted.
- An activity on public property that could reasonably be expected to require provision of public safety services.
- An activity on public property that involves placement of a temporary structure (i.e. tent, canopy, tables, stages, bleachers), if that placement requires a permit from the County Fire Department or the City's Building Department.

PERMIT FEES:

- ☐ \$360 – General Use
- ☐ \$114 – Non-Profit & School Use (*must provide proof of non-profit status*)

Other fees may apply, as applicable, including but not limited to:

- ☐ Traffic Control Plan Review (*may also include a 15% surcharge*)
- ☐ Road Closure Permit Fee (*if applicable*)
- ☐ Sheriff's Services (*an advance deposit may be required*)
- ☐ Cleaning deposit (*a refundable deposit may be required*)

INSTRUCTIONS:

Submit a **complete, signed application**, including insurance certificates, fees and all required documents at least thirty (30) days before the scheduled event. Submit cash or check to City Hall with application.

City of Goleta
130 Cremona Drive, Suite B
Goleta CA 93117
(805) 961-7500

Lobby hours are Monday thru Thursday, 8AM – 5PM

Failure to submit a complete application may result in denial of the permit or delay of the event.

Forms are available on the City's website at www.cityofgoleta.org.

STANDARD APPLICATION CHECKLIST:

- ☐ Special Event Application
- ☐ Standard Indemnification and Insurance Agreement for Special Events
- ☐ Certificate of Liability Insurance (*minimum \$1M general liability*)
- ☐ Additional Insured Endorsement (*naming City of Goleta as additional insured*)
- ☐ Site Map / Route Map (*Event location and setup plan*) and/or (*Course Route showing all streets along the route*)
- ☐ Fee payment (*cash, check, credit card* - Visa, MasterCard, Discover only; *includes a \$3 convenience fee for every \$150*)

ADDITIONAL REQUIREMENTS (*if applicable*):

- ☐ Special Use Indemnification Agreement (*hold harmless agreement for use by caterers, exhibitors and vendors*)
- ☐ Conditions of Approval for Races using City Streets (*if footrace, walk/run or cycling event*)
- ☐ Traffic Control Plan (*including volunteer locations*)
- ☐ Alcohol Beverage Permission and ABC Permit (*for events with beer, wine or alcoholic beverages*)
- ☐ County Health Permit (*for events with food or beverages*)
- ☐ Affidavit of Posting (*if required to notify residents of special event*)

Questions & Answers

Q. What is a special event?

A. Any public or private gathering of 100 or more that is held on public property or affects the public right of way. Any event that may require traffic control or the services of Sheriff's and/or safety personnel, or that may generate loud music, noise, create a disturbance, or be considered a public nuisance.

Q. Do I need a special event permit?

A. Permits are needed for special events on public property such as city streets, sidewalks, right-of-ways, beaches, lakes, parks, preserves and open spaces within the City of Goleta, including events entering City boundaries that originate elsewhere. For long distance events such as foot races and cycling, a permit is required from each city and county along the route. Any event that is held entirely on private property, such as a business location or private school, and does not affect the public right of way does not require a special event permit.

Q. Why is a special event permit required?

A. Public health and safety is a top priority for the City of Goleta. It cannot risk the potential injuries of participants nor the general public's safety due to poor planning. The application is screened for potentially dangerous or unsafe conditions, which allows the City to address problems before they arise, such as the need for traffic or crowd control. Events on city streets require a route map for proper planning and the Sheriff's Dept. patrols events for compliance with traffic laws and rules. Insurance requirements protect the City as well as the event organizers and sponsors.

Q. What is the cost of the permit and what is the fee used for?

A. Each general use permit fee is \$360.00. Non-profit & school use permits are \$114.00 and require proof of status. Non-profit organizations must provide a copy of their 501(c)3 Certificate. Permit fees are used to cover administrative costs to review and process the application. The approval process includes a risk assessment and insurance review.

Q. What is the refund policy for cancelled events?

A. Permit fees are non-refundable for cancellations less than one month prior to the scheduled event. Refund requests must be made in writing and are subject to the approval of the Public Works Department Director. The City of Goleta is not responsible for incidental damages, losses or costs due to cancelled events.

Q. Are other permits required for serving food and alcohol?

A. Yes – A County Health Permit is required if you plan to prepare, sell or serve food and/or beverages to the public. Information and forms for selling food at special events can be found at www.sbcphd.org/ehs or by calling (805) 681-4900. An ABC Permit is required if you intend to sell or give away any alcoholic beverage. Application forms and information for selling alcohol at special events can be found at www.abc.ca.gov/forms/pdflist.html or by calling (805) 289-0100. These applications must be submitted with the special event application and become part of the conditions of the special event permit. In addition, Permission to Sell Beer and/or Wine on City of Goleta Park Property must be approved by the Public Works Director and attached to the ABC application. This form is available on the City's website at www.cityofgoleta.org.

Q. Can volunteers be used for traffic and crowd control?

A. In many cases volunteers can be used for crowd control. However traffic control requires specialized training and it is up to the Sheriff's Dept. to determine if their services are required. Before any special event permit application is approved the Sheriff's Dept. must confirm traffic control plans. Traffic control is the responsibility of the event organizer. Contact the Sheriff's Office at (805) 681-4100 at least 30 days before the event to determine if traffic control is required for the event.

Q. What if Police or Sheriff's Dept. services are required?

A. Based on the application and the organization's history of past events, the Sheriff's Dept. or City Traffic Liaison will determine if their services are required for traffic or crowd control. Since off-duty officers cover special events an estimate is made of the number of personnel hours required and a minimum deposit for their overtime must be paid before the application can be processed. If the event requires additional services beyond the estimated amount, the event organizer will be billed for the remaining balance. Refunds will be made on deposits in excess of the actual Sheriff's fees.

Q. When is the application due and how will I know if my event is approved?

A. The complete signed application is due at least thirty (30) days before the scheduled event. After the application is approved you will receive a copy of the final permit, usually at least one week before the event. If there is a problem with the application you will be notified by phone or email. NOTE: Many organizers submit their application several months ahead of time for proper planning, and to make sure their event runs smoothly.

Q. Who can I contact for additional information regarding special events?

A. Please call the City of Goleta, Public Works Dept., Special Events Coordinator at (805) 961-7578 if you have any questions or concerns.



CITY OF GOLETA
SPECIAL EVENT APPLICATION
130 Cremona Drive, Suite B
Goleta, CA 93117
(805) 961-7500 • www.cityofgoleta.org

SPECIAL EVENT PERMIT FEES*	
GENERAL USE PERMIT (each permit application)	\$360.00
NON-PROFIT & SCHOOL USE (requires proof of status)	\$114.00
*Payment is due upon submittal of application	

Type of Event: ☐ Festival ☐ Parade ☐ Fundraiser ☐ Sporting Event ☐ Marathon
☐ Triathlon ☐ Cycling ☐ Walk/Run ☐ Other _____

Name of Event: _____

Sponsor/Organization: _____
Name Phone

Applicant Name: _____
Name Phone

Address Email

Event Description (attach site map): _____

Event Date: _____ Start Time: _____ To: _____

Assemble Time: _____ Place: _____

Disassemble Time: _____ Place: _____

Estimated Number of Participants: _____

Type and quantity of vehicles, animals, structures, and/or equipment on site: _____

Will any food or beverage be sold at the event? Yes ☐ No ☐

If yes, what are you selling? _____

County Health Permit - If you intend to prepare, sell or serve food and/or beverages to the public, a temporary food facility permit will be required prior to your event. This "health" permit is required whether you are serving food prepared on-site or food already pre-packaged. The application for a temporary food facility permit can be obtained through the County of Santa Barbara's Environmental Health Services Department (County Health) at (805) 681-4900 or on their website at www.sbcphd.org/ehs.

Will alcohol be included in your event? Yes ☐ No ☐

A.B.C Permit - If you intend to sell alcohol, charge an entrance fee, fundraise, raffle, seek donations or the general public is invited/allowed to your event you will need an ABC license. Permission to Sell Beer and/or Wine on City of Goleta Park Property and an ABC-221 "one day permit" form must be completed and submitted to the City of Goleta, Code Enforcement Officer for initial approval. After City approval the applicant must obtain approval by the Alcohol Beverage Control Department. The nearest ABC office is located at 1000 S. Hill Road Suite 310, Ventura, CA 93003, (805) 289-0100. An ABC-221 application can be obtained on the ABC website at www.abc.ca.gov/forms/pdflist.html. The City of Goleta reserves the right to place conditions on the ABC permit including but not limited to hours of operation, required security and number of attendees.

Will this event cause any disturbance, noise or traffic congestion in the vicinity or surrounding area of the proposed event? Yes ☐ No ☐

If yes, please explain and list control measures: _____

Support Requests: Traffic ☐ Crowd Control ☐ Street Closure ☐ Other _____

Location & Time: _____

Support Requests: Traffic ☐ Crowd Control ☐ Street Closure ☐ Other _____

Location & Time: _____

Support Requests: Traffic ☐ Crowd Control ☐ Street Closure ☐ Other _____

Location & Time: _____

Support Requests: Traffic ☐ Crowd Control ☐ Street Closure ☐ Other _____

Location & Time: _____

Route Map Attached: Yes ☐ No ☐ N/A ☐ Route to be traveled: _____

Traffic Control Plan Attached: Yes ☐ No ☐ N/A ☐ Plans for traffic control: _____

SPECIAL EVENT PERMIT FEES*	
GENERAL USE PERMIT (each permit application)	\$360.00
NON-PROFIT & SCHOOL USE (requires proof of status)	\$114.00
*Payment is due upon submittal of application	

Certificate of Insurance Attached: Yes ☐ No ☐

INSURANCE REQUIREMENTS:

Certificate of Insurance for General Liability coverage shall be no less than \$1,000,000 million per occurrence and \$2,000,000 general aggregate. This coverage amount may change dependent on the risk activities associated with your event. Insurance is subject to approval by the City's Risk Manager or their designee. Policy shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect without thirty (30) days' notice in writing to the City of Goleta. Upon receipt of such notice, permit status shall be re-evaluated. Additional insurance requirements are included in the attached Standard Indemnification and Insurance Agreement for Special Events. Certificate of Insurance and Additional Insured Endorsement are due upon submittal of special event application.

Applicant Signature: _____ Date: _____

Print Name: _____

OFFICE USE ONLY

FEE PAID: \$ _____ CHECK #: _____ CASH ☐

RECEIPT #: _____ DATE: _____

CERTIFICATE OF INSURANCE APPROVED YES ☐ NO ☐

INDEMNIFICATION AGREEMENT SIGNED YES ☐ NO ☐

APPROVED BY

Neighborhood Services & Public Safety Director

SBSO Sergeant

Date

Date

Public Works Director

Deputy City Manager

Date

Date



CITY OF GOLETA STANDARD INDEMNIFICATION AND INSURANCE AGREEMENT FOR SPECIAL EVENTS

EVENT NAME: _____ EVENT DATE: _____

SPONSOR/ORGANIZATION: _____

EVENT REPRESENTATIVE: _____

INDEMNIFICATION

THE ABOVE NAMED EVENT SPONSOR, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF GOLETA (CITY), ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS OR LIABILITIES ARISING OUT OF THIS AGREEMENT OR OCCASIONED BY THE PERFORMANCE OR ATTEMPTED PERFORMANCE OF THE PROVISIONS HEREOF; INCLUDING, BUT NOT LIMITED TO, ANY ACT OR OMISSION TO ACT ON THE PART OF THE EVENT SPONSOR OR THEIR AGENTS OR EMPLOYEES OR OTHER INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO HIM; EXCEPT THOSE CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), JUDGMENTS OR LIABILITIES RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

EVENT REPRESENTATIVE SHALL NOTIFY CITY IMMEDIATELY IN THE EVENT OF ANY ACCIDENT OR INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

INSURANCE

WITHOUT LIMITING EVENT SPONSOR'S INDEMNIFICATION OF CITY, AND PRIOR TO COMMENCEMENT OF SPECIAL EVENT, EVENT SPONSOR SHALL OBTAIN, PROVIDE, AND MAINTAIN AT ITS OWN EXPENSE DURING THE TERM OF THIS AGREEMENT LIABILITY INSURANCE OF THE TYPES AND AMOUNTS DESCRIBED HEREIN.

CERTIFICATION OF ALL REQUIRED POLICIES SHALL BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF AND MUST BE FILED WITH CITY PRIOR TO EXERCISING ANY RIGHT OR COMMENCEMENT OF SPECIAL EVENT PURSUANT TO THIS AGREEMENT.

ALL INSURANCE POLICIES, INCLUDING ORIGINAL ENDORSEMENTS SHALL BE ISSUED BY AN INSURANCE COMPANY CERTIFIED TO DO BUSINESS IN THE STATE OF CALIFORNIA, WITH A.M. BEST RATING NO LESS THAN A- AND FINANCIAL STRENGTH NO LESS THAN VII. COVERAGE AMOUNTS BELOW MAY INCREASE IF HIGHER RISK ACTIVITIES ARE ASSOCIATED WITH YOUR EVENT. INSURANCE SHALL INCLUDE THE FOLLOWING (OR BROADER) COVERAGE:

- A. CERTIFICATE OF INSURANCE FOR GENERAL LIABILITY NO LESS THAN \$1,000,000 PER OCCURRENCE AND 2,000,000 GENERAL AGGREGATE.
- B. AUTOMOBILE LIABILITY AND PROPERTY INSURANCE COVERING ANY OWNED AND RENTED VEHICLES OF EVENT SPONSOR NO LESS THAN \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT.

ALL POLICIES, SHALL ADD CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AS ADDITIONAL INSURED FOR ALL LIABILITY ARISING FROM SPECIAL EVENT AS DESCRIBED HEREIN. SAID POLICIES SHALL ALSO BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE CANCELED WITHOUT THIRTY (30) DAYS' PRIOR NOTICE IN WRITING TO THE CITY. EVENT SPONSOR SHALL GIVE CITY PROMPT AND TIMELY NOTICE OF CLAIM MADE OR SUIT INSTITUTED ARISING OUT OF SPECIAL EVENT HEREUNDER.

EVENT SPONSOR AGREES THAT IN THE EVENT OF LOSS DUE TO ANY OF THE PERILS FOR WHICH IT AGREED TO PROVIDE GENERAL AND AUTOMOBILE LIABILITY INSURANCE, THAT EVENT SPONSOR SHALL LOOK SOLELY TO ITS INSURANCE FOR RECOVERY. EVENT SPONSOR HEREBY GRANTS TO CITY, ON BEHALF OF ANY INSURER PROVIDING GENERAL AND AUTOMOBILE LIABILITY INSURANCE TO EITHER EVENT SPONSOR OR CITY WITH RESPECT TO THE SPECIAL EVENT HEREIN, A WAIVER OF ANY RIGHT OF SUBROGATION WHICH ANY SUCH INSURER MAY ACQUIRE AGAINST CITY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.

MAINTENANCE OF INSURANCE BY THE EVENT SPONSOR AS SPECIFIED IN THIS AGREEMENT SHALL IN NO WAY BE INTERPRETED AS RELIEVING THE EVENT SPONSOR OF ANY RESPONSIBILITY WHATSOEVER AND THE EVENT SPONSOR MAY CARRY, AT ITS OWN EXPENSE, SUCH ADDITIONAL INSURANCE AS IT DEEMS NECESSARY.

EVENT SPONSOR SHALL SUBMIT TO THE OFFICE OF THE DESIGNATED CITY REPRESENTATIVE CERTIFICATE(S) OF INSURANCE AND ENDORSEMENTS DOCUMENTING THE REQUIRED INSURANCE AS SPECIFIED ABOVE, PRIOR TO THIS AGREEMENT BECOMING EFFECTIVE. THE APPROVAL OF INSURANCE SHALL NEITHER RELIEVE NOR DECREASE THE LIABILITY OF THE SPONSOR.

A SIGNED COPY OF THIS AGREEMENT SHALL BE SUBMITTED TO THE CITY AT THE BELOW ADDRESS NO LESS THAN THIRTY (30) DAYS PRIOR TO THE EVENT FOR WHICH PERMISSION IS REQUESTED:

CITY OF GOLETA
NEIGHBORHOOD SERVICES AND PUBLIC SAFETY DEPARTMENT
130 CREMONA DRIVE, SUITE B
GOLETA, CALIFORNIA, 93117

EVENT REPRESENTATIVE SIGNATURE

DATE

DEPUTY CITY MANAGER

DATE



**SPECIAL EVENT APPLICATION
CONDITIONS OF APPROVAL FOR RACES USING CITY STREETS**

1. This permit for use of the public rights of way for the subject event is not intended to provide participants with any guarantee of safety in completing the proposed activity. Event participants shall be responsible for their own safety in using the public rights of way.
2. The Event Sponsor shall submit a route plan to the City for review and approval prior to permit issuance. Said plan shall identify all traffic control measures necessary for the safe implementation of the proposed event.
3. All event participants shall sign written acknowledgment that they do not have exclusive use of City roads, the California Vehicle Code must be complied with, and that due caution must be exercised.
4. No City Street or lane closures shall be allowed unless approved in advance and in writing by the Public Works Director.
5. The Event Sponsor shall conduct a pre-event briefing for all event monitors. The Event Sponsor shall explain the conditions of this permit to all event monitors and shall instruct monitors that no vehicle entering or operating on the event route shall be unreasonably impeded.
6. All monitors shall wear **orange** vests.
7. The Event Sponsor shall provide written notification of any approved street or lane closure to each resident and property owner affected by the closure 72 hours in advance of this event.
8. All opposition to the event received by the Event Sponsor shall be transmitted to the City of Goleta, Public Works Dept., 130 Cremona Drive, Suite B, Goleta, California, 93117.
9. All approved road closures shall be made using "Type II" street barricades, as shown in the Caltrans *Manual of Traffic Controls*.
10. Vendors who can supply special event signage and barricades in the City of Goleta include:
 - ✓ Highway Technologies -- #800/877-6696
 - ✓ Total Barricade Service -- #805/485-0345
 - ✓ Traffic Control Service -- #800/222-8274
 - ✓ RP Barricade -- #805/499-6605
11. The Event Sponsor shall place barricades at all conflict points along the event route in such a manner as to allow emergency vehicles to enter if necessary.
12. Monitors shall be posted at barricaded conflict points throughout the event.
13. Barricades may be installed one half hour prior to the beginning of the event and must be removed immediately upon completion of the event.
14. Unsatisfactory conduct by event monitors, promoters or sponsors is grounds for revocation of this permit and/or denial of future permits.
15. The Event Sponsor shall notify the Sheriff's Department at 681-4100 no less than 72 hours prior to the event. The Event Sponsor shall comply with their recommendations.

16. Use of State highways is contingent upon approval from the California Department of Transportation (Caltrans). The Event Sponsor shall notify Caltrans regarding the use of any State highway. This permit covers City roads only. Other jurisdictions may have additional conditions.
17. The Event Sponsor shall be responsible for the provision of all barricades, vests and other equipment needed to fulfill these conditions.
18. The Event Sponsor shall comply with the attached insurance agreement. The agreement shall be signed by the Sponsor or an authorized representative thereof and returned to the Goleta City Public Works Department prior to this permit issuance.
19. Upon completion of this event, the Event Sponsor shall return the road right-of-way to its pre-event condition. This includes collecting and disposing of all trash and debris, and removing all posters and markings on paved surfaces. The use of spray paint or other permanent marking material is prohibited.
20. All traffic controls shall be provided by the Event Sponsor to the satisfaction of the Public Works Department.
21. The Event Sponsor shall notify the local media of delays, closures and detours pursuant to this agreement.
22. Signs notifying motorists of approved road closures and detours shall be in conformance with the Caltrans *Traffic Manual*.
 - a. The Event Sponsor shall warn participants of areas of the course which may be wet or muddy due to recent rains. Appropriate warning signs shall be placed by the Event Sponsor at such wet or muddy areas that may not otherwise be visible to participants well in advance.
23. The Event Sponsor shall contact the California Highway Patrol and all their conditions and recommendations shall be complied with.
24. Monitors shall be placed at strategic locations along the event route to ensure participants' compliance with the California Vehicle Code.
25. Barricade monitors shall inform each motorist wishing to cross or enter the event route that the road has been closed by the Public Works Department. If the motorist states that he/she has legitimate business within the closed area, no further effort to prevent the motorist from entering shall be made. The monitor shall advise the motorist to use extreme caution within the event area.
26. Monitors interrupting traffic shall be courteous to all motorists and explain the reason for the delay. Delays shall not be allowed to exceed two minutes in duration.
27. The City of Goleta makes no warranty, express or implied, as to the suitability of any roadway, bikeway or sidewalk for the event proposed. Not all City facilities were designed for use by specialized equipment such as delicate road racing bicycles. Additionally, many City transportation facilities have incurred storm-related damage and cannot be repaired until additional funding is available.
28. It is the responsibility of the Event Sponsor to inspect the physical condition and determine the suitability of the event route.

I agree to comply with the above mentioned special conditions.

Event Sponsor, Signature

Date

Print Name, Position



City of Goleta Date Stamp

City of Goleta
Public Works Dept. - Parks & Open Spaces Div.
130 Cremona Dr., Suite B, Goleta, CA 93117-5514
Telephone: 805.961.7500
(Office Hours: 8:00 am – 5:00 pm Mon. – Thurs., Closed - Friday)

INDEMNIFICATION AGREEMENT

Special Use / Caterer: **Goleta Business License #** _____ **Reservation #** _____

Applicant's Name (Please Type or Print Clearly)

Representing (Organization/Individual)

Applicant's Address (Street, City, State & Zip)

Phone Number: _____ FAX Number: _____

Is authorized by this agreement with the City of Goleta to perform the following Activity:

(Description of Activity)

and is authorized to enter and be upon property of the City of Goleta in connection with the activity stated above,
which property is: _____

Name of Park or Facility & Area Number

at this location: _____
Goleta, California 93117
Location Description of Park or Facility

The undersigned does hereby accept the condition of the City property described above as is and agrees to defend, indemnify and hold harmless the City of Goleta, their officers, agents and employees from all liabilities, claims or losses for personal injury (including death) or property damage arising from the activity described above. The undersigned further agrees to hold harmless the City of Goleta, its officers, agents, and employees from any liabilities, claims, or losses arising from the use of the aforementioned property and/or Applicant's personnel or property connected in any way with the activity above.

The undersigned agrees to repair, replace or repay the City of Goleta for any damage to the City property in connection with said activity. This agreement shall be binding upon the above named individual, organization or company, their heirs, successors or assigns.

This permit is valid on the following Date/Time: _____ / 8:00 AM - Sundown

Applicant's Signature

Approved By: _____ Date Signed

Bob Morgenstern, Public Works Manager _____ Date Signed