

**Attachment B –
PathPoint Draft Lease
Agreement (004147 Tecolote)**

Project: Tecolote House
Property: INV00070

Folio 004147
APN: 0059-140-042 (Portion of)

COUNTY OF SANTA BARBARA
LEASE AGREEMENT
(County Code 12A-10)

THIS LEASE AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as “COUNTY”;

and

PATHPOINT, Inc.,
a California non-profit public benefit corporation,
hereinafter referred to as “LESSEE”;

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property located at 310 Camino del Remedio in the County of Santa Barbara, State of California, shown as a portion of Assessor’s Parcel Number 059-140-042 and more particularly described as the diagonally slashed area depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, located on the Property is a structure commonly known as Tecolote House, previously known as Omega House, which has recently undergone improvements and is suitable for LESSEE’s programmatic use, and which is more particularly depicted on Exhibit “B” attached hereto and incorporated herein by this reference (the “Premises”); and

WHEREAS, COUNTY and LESSEE have entered into an Agreement for Services of Independent Contractor (the “Services Agreement”) under which LESSEE will provide residential and supportive services for unhoused individuals. LESSEE represents it is a skilled and experienced provider of longer-term residential and behavioral health support services for unhoused individuals, and is able to perform the housing, stabilization, and supportive service functions required by COUNTY under the Agreement for Services of Independent Contractor (hereinafter “Services Agreement”); and

WHEREAS, Santa Barbara County Code Section 12A-10 authorizes the Director of COUNTY General Services or his designee to grant an Agreement to LESSEE to operate the shelter, and COUNTY and LESSEE desire to enter into this Lease to allow LESSEE to occupy and operate the Premises in connection with the Services Agreement.

NOW, THEREFORE, COUNTY hereby leases to LESSEE, and LESSEE hereby leases from COUNTY, the Premises upon the terms and conditions set forth in this Lease:

1. **ADMINISTRATION AND ENFORCEMENT:** This Lease shall be administered by the Director of the General Services Department, or designee, on behalf of COUNTY, who shall be responsible for administration and enforcement of the terms of this Lease. The Behavioral Wellness Department shall coordinate operational matters related to the Premises, including oversight of the Services Agreement and allocation of shared operating costs such as electricity, water, and landscaping serving the Property.

2. **LEASED AREA:** For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY hereby leases to LESSEE, and LESSEE hereby takes from COUNTY, the Premises. The Premises consist of the structure known as Tecolote House, containing approximately 2,804 square feet, together with an approximately 300 square foot patio area and an accessory storage shed, and such appurtenant rights as may be reasonably necessary for LESSEE's use and occupancy of the Premises. The Premises are more particularly depicted on Exhibit "B" attached hereto and incorporated herein by this reference and constitute only a portion of the Property.

3. **PARKING:** LESSEE shall have the right to use the parking spaces located adjacent to the Premises as depicted on Exhibit "B" attached hereto and incorporated herein by this reference. Such parking areas may be shared with other authorized occupants of the Property. The number, configuration, and management of parking spaces serving the Property may be reasonably adjusted by COUNTY from time to time to accommodate operational needs of the Property.

4. **PURPOSE AND USE:** LESSEE shall use the Premises solely for the provision of longer-term residential services, stabilization support, and related behavioral wellness programming, consistent with the Agreement for Services of Independent Contractor between COUNTY and LESSEE (the "Services Agreement").

LESSEE shall act at all times as an independent contractor and not as an officer, employee, agent, joint venture partner, or associate of COUNTY.

LESSEE shall conduct its operations in a manner that does not unreasonably interfere with other permitted uses of the Property. Any expansion of services or use of the Premises outside the scope of this Lease or the Services Agreement shall require the prior written consent of COUNTY.

5. **TERM:** The term of this Lease shall commence on April 1, 2026 ("Commencement Date") and shall expire on June 30, 2029 ("Initial Term"), unless earlier terminated as provided in this Lease. This Lease is intended to support and operate in conjunction with the Agreement for Services of Independent Contractor between COUNTY and LESSEE (the "Services Agreement"). If the Services Agreement is extended or renewed, the Director of the General Services Department, or designee, may extend the term of this Lease for corresponding periods by providing

written notice to LESSEE (an “Extension Notice”). Each Extension Notice shall specify the new expiration date of the Lease. In no event shall the total term of this Lease, including the Initial Term and any extensions, exceed ten (10) years from the Commencement Date unless approved by the Director of General Services.

LESSEE may take possession of the Premises prior to the Commencement Date upon written authorization from COUNTY.

If the Services Agreement expires or is terminated, this Lease shall terminate on the same date; provided, however, that LESSEE shall have up to thirty (30) days following such termination or expiration to vacate the Premises and remove its personal property (the “Vacate Period”). During the Vacate Period, LESSEE shall remain responsible for payment of Base Rent, Operating Expenses, and compliance with all applicable terms of this Lease.

6. **RENT:** LESSEE shall pay to COUNTY base rent in the amount of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) per month (“Base Rent”) during the first year of the Term. The Base Rent reflects LESSEE’s responsibility for routine maintenance, repair, and upkeep of the Premises as provided in Section 16 (MAINTENANCE AND REPAIR). Base Rent shall begin to accrue on the Commencement Date and shall be due and payable in advance on the first day of each calendar month during the Term. Any Base Rent due for a period of less than one (1) full calendar month shall be prorated based upon a thirty (30) day month. Adjustments to Base Rent shall be made in accordance with Section 7 (RENT ADJUSTMENTS). Operating expenses and administrative costs payable by LESSEE are addressed separately in Section 8 (OPERATING EXPENSES AND ADMINISTRATIVE COSTS).

7. **RENT ADJUSTMENTS:** Effective June 1, 2028, and on each annual anniversary thereafter during the Term of this Lease, including any extension or assignment of this Agreement, the Base Rent set forth in Section 6 shall increase by three percent (3%) annually.

8. **OPERATING EXPENSES AND ADMINISTRATIVE COSTS:** COUNTY shall arrange and pay for utilities and certain operational services serving the Property. Because certain utilities and services may serve multiple facilities located on the Property, the costs attributable to the Premises shall be reasonably estimated and allocated by COUNTY. COUNTY’s determination of the allocation methodology for shared costs shall be reasonable and made in good faith.

The allocation of responsibility for utilities and operational services set forth below reflects the anticipated service arrangements at the commencement of the Term. COUNTY may reasonably adjust the allocation of such services from time to time to reflect operational needs of the Property, provided that any material change affecting LESSEE’S financial obligations shall be communicated to LESSEE in writing. The responsibilities are allocated as follows:

Utility/Service	Responsible Party
Electricity	COUNTY
Water	COUNTY

Sewer	COUNTY
Natural Gas	COUNTY
Landscaping	COUNTY
Property Security	COUNTY
Premises Security	LESSEE
Trash/Recycling	COUNTY
Phone and Data Connectivity	LESSEE
Janitorial Services	LESSEE

For the first year of the Term, LESSEE shall reimburse COUNTY an estimated amount of \$1,900 per month for operating expenses attributable to the Premises. Because the Premises has recently undergone improvements and historical operating data may not yet be available, this amount represents a good faith estimate of anticipated operating costs.

COUNTY, in coordination with the Behavioral Wellness Department, may adjust the estimated monthly operating expense amount as actual operating costs become known. Operating expenses shall be reconciled by COUNTY, at a minimum annually, based on actual costs incurred by COUNTY. LESSEE shall pay any underpayment within thirty (30) days of written notice, and any overpayment shall be credited toward future operating expense payments.

Operating expenses payable under this Section are intended solely as reimbursement to COUNTY for costs incurred in operating the Property and shall not be considered additional Base Rent unless otherwise expressly stated in this Lease.

9. **PREMISES SUITABILITY:** LESSEE acknowledges that it has had the opportunity to inspect the Premises and accepts the Premises in their current condition for LESSEE’s intended use. LESSEE agrees that the Premises are suitable for the purposes authorized under this Lease. **Except as expressly provided in this Agreement, COUNTY makes no representations or warranties regarding the condition of the Premises or their suitability for LESSEE’s intended operations.**

10. **IMPROVEMENTS AND ALTERATIONS:** LESSEE shall not make any structural alterations or improvements to the Premises without the prior written approval of COUNTY, through the Director of the General Services Department or designee, which approval shall not be unreasonably withheld, conditioned, or delayed.

For purposes of this Lease, “Non-Structural Alterations” shall mean interior improvements that do not affect structural components of the building or major building systems. Non-Structural Alterations may include interior painting, floor coverings, shelving, cabinetry, wall-mounted equipment, security cameras, access control devices, and similar operational improvements. Structural alterations include any work affecting the roof, foundation, exterior walls, structural framing, load-bearing walls, building envelope, HVAC systems, electrical panels or service infrastructure, plumbing systems, or fire and life safety systems.

Responsibility for maintenance and repair of major building systems serving the Premises is allocated as provided in Section 16 (MAINTENANCE AND REPAIR), and nothing in this Section shall be interpreted as permitting LESSEE to modify or service such systems without prior written approval of COUNTY.

LESSEE may perform Non-Structural Alterations without prior approval from COUNTY provided LESSEE gives advance notice to COUNTY and complies with all applicable laws, permits, and regulations. LESSEE shall keep the Premises free and clear of liens arising from such work and shall not perform any alteration that would void or impair any building, equipment, or contractor warranty applicable to the Premises.

All alterations and improvements installed by LESSEE shall become the property of COUNTY upon installation unless COUNTY directs otherwise in writing. Movable furniture, equipment, and other personal property installed or brought onto the Premises by LESSEE that are not permanently affixed to the building shall remain the property of LESSEE and may be removed upon expiration or termination of this Lease.

11. **TITLE**: Title to the Property and Premises shall at all times remain vested in COUNTY. LESSEE shall acquire no ownership interest in the Property or Premises by virtue of this Lease or LESSEE's occupancy thereof. Except as otherwise provided in this Agreement, any alterations, improvements, or fixtures installed on the Premises shall become the property of COUNTY upon installation and shall remain with the Premises upon expiration or termination of this Lease unless COUNTY directs otherwise in writing. LESSEE shall retain ownership of its personal property and equipment placed on the Premises and shall remove such property upon expiration or termination of this Lease.

12. **FURNITURE, FIXTURES, AND EQUIPMENT (FF&E)**: Certain furniture, fixtures, equipment, and appliances owned by COUNTY may be located within the Premises and made available for use by LESSEE during the Term of this Lease. Such items are identified on Exhibit "C" attached hereto and incorporated herein by this reference (the "FF&E"). Title to all FF&E shall remain vested in COUNTY. LESSEE shall maintain and perform routine repair of the FF&E necessary for normal operation. Replacement of FF&E due to end-of-life, normal wear, or capital failure shall remain the responsibility of COUNTY unless the damage results from the negligent or improper use by LESSEE. To the extent any FF&E is covered by manufacturer or contractor warranties, COUNTY shall make such warranties available to LESSEE, and LESSEE shall coordinate warranty service with the applicable provider and promptly notify COUNTY of any warranty claims affecting the FF&E or the Premises. LESSEE shall not remove, transfer, or dispose of any FF&E without the prior written consent of COUNTY. Upon expiration or termination of this Lease, LESSEE shall return the FF&E to COUNTY in substantially the same condition as received, reasonable wear and tear excepted.

13. **ABANDONMENT OF THE PREMISES**: LESSEE shall not abandon, vacate, surrender, or assign use of the Premises during the Term of this Lease without the written consent

of COUNTY. If LESSEE abandons or vacates the Premises without authorization, COUNTY may, at its option, terminate this Lease upon written notice to LESSEE and take possession of the Premises.

Any personal property belonging to LESSEE remaining on the Premises more than ninety (90) calendar days after termination of this Lease or after LESSEE vacates the Premises may, at the option of COUNTY, be deemed abandoned and may be removed or disposed of by COUNTY in accordance with applicable law. COUNTY shall have no obligation to store or safeguard such property.

14. **NONINTERFERENCE**: LESSEE shall not use the Premises, nor permit those under its control, including employees, clients, invitees, agents, or contractors, to use the Premises in any manner that unreasonably interferes with the use or operations of the Property by COUNTY or other authorized occupants. If such interference occurs, COUNTY may provide written notice to LESSEE describing the interference, and LESSEE shall promptly take all reasonable actions necessary to correct the condition in accordance with the default provisions of this Lease.

15. **SECURITY**: LESSEE shall be responsible for providing and maintaining appropriate operational security within the Premises during the Term of this Lease, consistent with the requirements of the Agreement for Services of Independent Contractor between COUNTY and LESSEE (the "Services Agreement").

COUNTY may provide certain security services for the Property as part of the operational services supporting the Property, the cost of which may be allocated in accordance with Section 8 (OPERATING EXPENSES AND ADMINISTRATIVE COSTS).

Nothing in this Section shall be interpreted as creating an obligation for COUNTY to provide continuous or dedicated security services for the Premises or the Property.

16. **MAINTENANCE AND REPAIR**: LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe, and sanitary condition and keep the Premises in good order and repair, reasonable wear and tear excepted. LESSEE'S responsibilities include routine maintenance, janitorial cleaning, day-to-day upkeep of the Premises, and maintenance of furniture, fixtures, equipment, and appliances in accordance with Section 12 (FF&E).

LESSEE shall be responsible for repair of damage to the Premises caused by the acts or omissions of LESSEE, its employees, contractors, clients, residents, invitees, or program participants, excluding normal wear and tear and damage resulting from failure of building systems or structural components maintained by COUNTY.

COUNTY shall retain responsibility for maintenance and repair of major structural components of the Property, including the roof, exterior walls, foundation, and primary utility infrastructure serving the Property, as well as replacement of major building systems such as HVAC equipment, except to the extent damage results from the negligent or improper use by LESSEE.

LESSEE shall promptly notify COUNTY of any condition affecting the Premises or the Property that may require major repair, replacement, or warranty service and shall not permit such

conditions to worsen through delay or neglect. Because the Premises has recently undergone improvements, LESSEE shall promptly report operational issues or defects so that COUNTY may evaluate potential warranty claims.

LESSEE shall not modify, disconnect, adjust, or otherwise interfere with major building systems serving the Premises, including HVAC equipment, electrical panels, plumbing infrastructure, or fire and life safety systems, without the prior written approval of COUNTY.

COUNTY may enter and inspect the Premises upon not less than forty-eight (48) hours' notice to LESSEE, except in the case of emergency, to verify compliance with this Lease or to perform necessary maintenance or repair.

17. **PROPERTY CONTACTS AND EMERGENCY NOTIFICATION:** LESSEE shall promptly notify COUNTY of any emergency condition affecting the Premises or the Property, including fire, structural damage, flooding, utility failure, or any other condition that may pose a risk to occupants or the Property. LESSEE shall take reasonable actions necessary to protect life and property until COUNTY personnel or emergency responders arrive.

The contact information below is provided for operational coordination, emergency reporting, and maintenance requests. Communications made under this Section are for operational purposes only and shall not constitute formal notice under the Notices provision of this Lease.

Maintenance Contact Information:

County of Santa Barbara
 Facilities Manager
 4568 Calle Real, Building B
 Santa Barbara, CA 93101

Monday-Thursday 7:00 AM-4:30 PM

Friday 7:00 AM-3:30 PM

On Call After Hours and Holidays

(805) 681-4703

(805) 896-2916

18. **DISASTER PLAN:** LESSEE shall develop and maintain a written disaster and emergency response plan for operations conducted at the Premises. Such plan shall be consistent with the requirements of the Agreement for Services of Independent Contractor between COUNTY and LESSEE (the "Services Agreement") and applicable laws and regulations. LESSEE shall ensure that its staff receive appropriate training regarding the implementation of such plan.

19. **ASSIGNMENT AND SUBLEASE:** LESSEE shall not assign, license, or sublease the Premises or any portion thereof without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, and any assignment or sublease made without such consent shall be void. Consent by COUNTY to any assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. Notwithstanding the foregoing, a transfer resulting from a merger, consolidation, or corporate reorganization of LESSEE shall not be deemed an assignment

under this section, provided that the resulting entity assumes all obligations of LESSEE under this Lease and continues to perform the services required under the Services Agreement.

20. **SUCCESSORS IN INTEREST**: This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing in this section shall be deemed to permit any assignment, sublease, or transfer of this Lease except as expressly provided in Section 19 (ASSIGNMENT AND SUBLEASE).

21. **INDEMNIFICATION**: LESSEE 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. LESSEE'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.

22. **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**: LESSEE shall promptly notify COUNTY of any accident, injury, property damage, or other incident occurring on or about the Premises that could reasonably result in a claim against COUNTY or involve damage to the Property. Such notification shall be made as soon as practicable after LESSEE becomes aware of the incident and shall include reasonable details regarding the nature of the occurrence. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

23. **INSURANCE**: LESSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises. The cost of such insurance shall be borne by LESSEE.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **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 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **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.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

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

B. Other Insurance Provisions

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

1. **Additional Insured** – The 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 the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, the LESSEE'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 LESSEE'S insurance and shall not contribute with it.
3. **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.

4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** – LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LESSEE 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.
7. **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".
8. **Verification of Coverage** – LESSEE shall furnish the 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 the work beginning shall not waive the LESSEE'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **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.
10. **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. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

24. **NONDISCRIMINATION**: LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Lease and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Lease and the interest hereby created without liability therefore. LESSEE shall comply with applicable laws, rules and regulations regarding nondiscrimination

25. **ENVIRONMENTAL IMPAIRMENT**: LESSEE shall comply with all applicable federal, state, and local environmental laws, regulations, and orders relating to the use and occupancy of the Premises. LESSEE shall not cause or permit the release, discharge, storage, or disposal of any hazardous substances on or from the Premises except in compliance with applicable law and as reasonably necessary for LESSEE's permitted operations.

If any discharge, leakage, spillage, emission, or pollution occurs on or from the Premises as a result of LESSEE's use or occupancy, LESSEE shall promptly take all actions necessary to contain, remediate, and clean the affected area to the satisfaction of any governmental agency having jurisdiction and COUNTY. LESSEE shall be responsible for all costs associated with such remediation to the extent caused by LESSEE's activities.

26. **TOXICS**: LESSEE shall not manufacture or generate hazardous waste on or in the Premises except as reasonably necessary for the performance of LESSEE's duties under this Lease and the Services Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances, or materials, as defined under applicable federal, state, or local law, regulation, or ordinance, that are manufactured, generated, used, stored, placed, transported, or disposed of by LESSEE or its agents, employees, contractors, or designees on or in the Premises during the Term of this Lease. LESSEE shall comply with all applicable laws and regulations governing such materials.

LESSEE shall immediately notify COUNTY and the appropriate governmental emergency response agencies in the event of any release or threatened release of any such hazardous substances. COUNTY authorizes LESSEE to collect, maintain, store, and dispose of biomedical and medication waste, including hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), only to the extent necessary to perform LESSEE's obligations under this

Lease and the Services Agreement and in accordance with all applicable laws and regulations. LESSEE shall not mix biomedical, medication, or hazardous waste with general refuse and shall not permit the accumulation of such waste on the Premises.

27. **COMPLIANCE WITH THE LAW**: LESSEE shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances relating to LESSEE's use and occupancy of the Premises and the operations conducted thereon, whether now in effect or hereafter enacted.

28. **TAXES AND ASSESSMENTS**: LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE's operations, may be levied upon the Premises during the Term of this Agreement.

29. **FORCE MAJEURE**: A "Force Majeure Event" means events beyond the reasonable control of a party, including acts of God, fire, flood, earthquake, natural disaster, war, terrorism, civil disturbance, governmental orders, epidemics or pandemics, labor disturbances, shortages of utilities or materials, or other similar events.

Except for obligations to make payments due under this Lease, neither COUNTY nor LESSEE shall be deemed in default for any failure or delay in performing its obligations under this Lease to the extent such failure or delay is caused by a Force Majeure Event. Performance shall be excused for the duration of the Force Majeure Event, but not for more than sixty (60) calendar days in the aggregate.

The affected party shall provide written notice to the other party as soon as reasonably practicable describing the nature of the Force Majeure Event and the expected duration of the delay. The affected party shall resume performance as soon as reasonably practicable after the event has ended.

If the Force Majeure Event continues for more than sixty (60) consecutive calendar days and materially prevents performance of this Lease, either party may terminate this Lease upon thirty (30) calendar days' written notice to the other party.

30. **POSSESSORY INTEREST**: LESSEE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LESSEE may be required to pay any tax levied on such interest. COUNTY recognizes that as a California non-profit corporation, LESSEE may be exempt from such taxes arising from possessory interest.

31. **DEFAULT**: Except as otherwise provided herein, if LESSEE is in material default of any covenant or obligation under this Lease, COUNTY shall provide written notice to LESSEE specifying the nature of the default. LESSEE shall promptly commence action to cure such default and shall complete such cure within thirty (30) calendar days after receipt of the notice; provided that if the default cannot reasonably be cured within thirty (30) calendar days, LESSEE shall have

a reasonable additional period to complete the cure so long as LESSEE diligently pursues such cure. If LESSEE fails to cure the default within the applicable cure period, COUNTY may terminate this Lease upon written notice to LESSEE. Notwithstanding the foregoing, if the Agreement for Services of Independent Contractor between COUNTY and LESSEE (the "Services Agreement") is terminated for any reason, this Lease shall automatically terminate as of the same effective date without an opportunity to cure under this section.

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

- A. The non-defaulting party may waive the default or breach in accordance with Section 33, WAIVER, herein below.
- B. The non-defaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
- C. Where LESSEE is the non-defaulting party, LESSEE may terminate the Agreement and surrender use of the Premises.
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate within THIRTY (30) days of written notice from COUNTY.

33. **WAIVER**: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

34. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties, Amendments that do not materially alter the purpose of this Agreement may be executed by the Directors, as defined in Section 1, (ADMINISTRATION AND ENFORCEMENT).

35. **TERMINATION**: This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises:

- A. Upon expiration or earlier termination of the Agreement as provided in Section 5, TERM; or
- B. Upon ninety (90) day written notice from LESSEE; or
- C. Upon abandonment of the Premises as provided in Section 13, ABANDONMENT OF THE PREMISES; or
- D. As provided in Section 36, DESTRUCTION; or

- E. In the event COUNTY determines that the services provided by LESSEE are no longer a benefit to the community, or, Government Code Section 26227 is repealed or replaced such that LESSEE no longer qualifies for the rights granted hereunder.
- F. Upon no less than one (1) year's written notice by COUNTY if the Premises is scheduled for demolition, removal, or repurposing for other COUNTY use.

Upon expiration or early termination of this Lease, COUNTY shall have the right to take title and ownership of the improvements, or may require LESSEE to remove the improvements and restore the Premises to its original condition, at the option of COUNTY. In the event that COUNTY elects to take title and ownership of the improvements, LESSEE shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge and evidence the release of all interest in the improvements and the passing of title thereto from LESSEE to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title.

36. **DESTRUCTION**: If the Premises are damaged or destroyed by fire, earthquake, or other casualty during the Term of this Lease, COUNTY shall determine, in its reasonable discretion, whether the Premises will be repaired or restored. If COUNTY elects to repair or restore the Premises, this Lease shall remain in full force and effect and Base Rent shall be equitably abated during the period that the Premises are not reasonably usable for LESSEE's operations. If COUNTY elects not to repair or restore the Premises, this Lease shall terminate upon written notice from COUNTY, and neither party shall have any further obligations under this Lease except for obligations that expressly survive termination.

37. **HOLDING OVER**: If LESSEE remains in possession of the Premises after the expiration of the Vacate Period described in Section 5 (TERM) with the consent of COUNTY while the parties are engaged in good faith discussions regarding a transition of services, extension of the Services Agreement, or other authorized occupancy, such occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions contained in this Lease, including payment of Base Rent and Operating Expenses.

If LESSEE remains in possession of the Premises after the Vacate Period without the consent of COUNTY, or if the parties are not engaged in good faith discussions regarding continued occupancy, such occupancy shall constitute an unauthorized holdover tenancy. During such unauthorized holdover period, LESSEE shall pay holdover rent equal to one hundred fifty percent (150%) of the Base Rent then in effect, together with all applicable Operating Expenses, until the Premises are surrendered to COUNTY. Nothing in this section shall be interpreted as granting LESSEE any right to remain in possession of the Premises beyond the Term of this Lease without the written consent of COUNTY.

38. **AGENCY DISCLOSURE**: LESSEE acknowledges that the General Services Department, Real Property Department of the COUNTY is the agent for the COUNTY exclusively and is neither the agent for LESSEE nor a dual agent in this transaction.

39. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Premises, leaving it in good condition, except for ordinary wear and tear.

40. **CONDEMNATION**: In the event the Premises or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Premises, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY's absolute discretion. LESSEE agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action of condemnation or eminent domain affecting any of LESSEE's property at the Premises.

LESSEE shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to LESSEE's interests.

In the event possession of the Premises or partial possession of the Premises is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which precludes LESSEE's intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent or utility charges shall be returned to LESSEE from the effective date of possession.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

41. **CAPTIONS**: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation hereof.

42. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

43. **CERTIFICATION OF SIGNATORY**: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.

44. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully

integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

45. **CONSTRUCTION**: The parties have negotiated the terms of this Agreement and have consulted an attorney when desired. The terms of this Agreement reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

46. **ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the Parties hereto utilize electronic transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the Parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement.

47. **NOTICES**: Any notice to be given to the Parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY:

County of Santa Barbara
Dept. of Behavioral Wellness
Attn: Director of Behavioral Wellness
315 Camino del Remedio, Bldg. 3
Santa Barbara, CA 93110
(805) 681-5220

With a Copy to:

County of Santa Barbara
General Services Department
Real Property Division
Attn: Real Property Manager
Phone: (805) 568-3070
E-Mail: RealProperty@countyofsb.org

LESSEE:

PathPoint
Attn:
901 Olive Street
Santa Barbara, CA 93101
Email:

or to the Parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery or refusal of delivery shall constitute the date of service. The telephone numbers included in this Section 47 are for reference only and a phone call does not constitute official notice when such notice is required by this Agreement

48. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

///

[COUNTY AND LESSEE SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, COUNTY AND LESSEE have executed this Agreement as set forth below:

“LESSEE”

PathPoint, Inc., a California Non-Profit Corporation

By: _____

APPROVED
Santa Barbara County Behavioral Wellness

By: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Tyler Sprague
Deputy County Counsel

APPROVED AS TO CONTENT:
GENERAL SERVICES REAL PROPERTY

By: _____
Cody Bowden
Real Property Manager

“COUNTY”

SANTA BARBARA COUNTY

By: _____
Kirk Lagerquist, Director
Department of General Services

(On behalf of the Board of Supervisors pursuant to Santa Barbara County Code 12A-10)

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

By: _____
Ed Price
Deputy Auditor-Controller

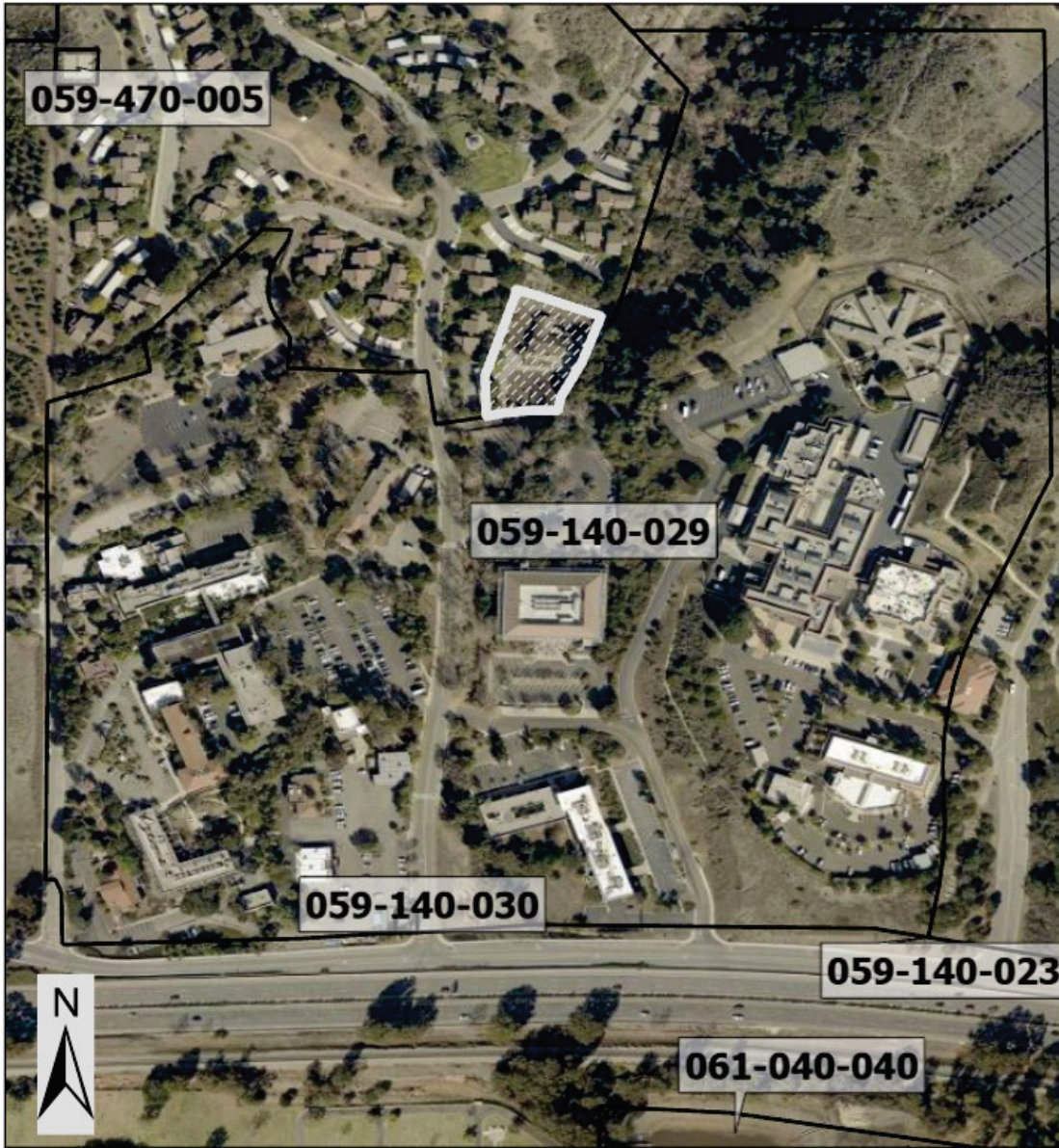
APPROVED AS TO FORM:
RISK MANAGER

By: _____
Marisa Kahn
Risk Manager

Project: Tecolote House
Property: INV00070

Folio 004147
APN: 0059-140-042 (Portion of)

EXHIBIT A
Property

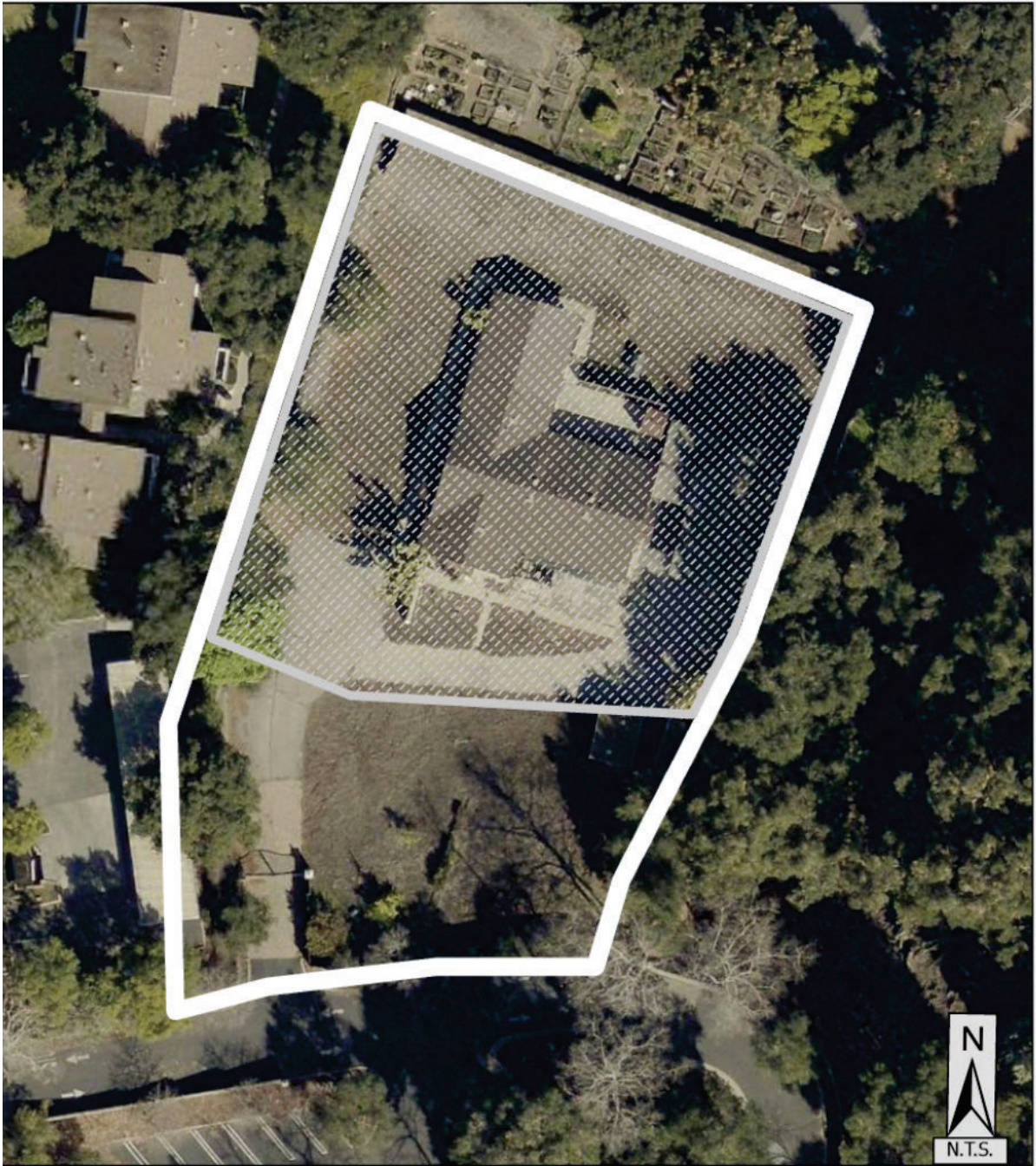


Property APN 059-140-042

Project: Tecolote House
Property: INV00070

Folio 004147
APN: 0059-140-042 (Portion of)

EXHIBIT B
Premises



Premises

Project: Tecolote House
 Property: INV00070

Folio 004147
 APN: 0059-140-042 (Portion of)

EXHIBIT C
FF&E Inventory

All FF&E listed below is in new condition at the commencement of the Lease unless otherwise noted.

FURNITURE	Quantity	Note/Condition
Bed Frames	13	New
Mattresses	13	New
Dressers	12	New
Nightstands	12	New
Bedside Lights	12	New
Couches	2	New
Armchairs	4	New
Dining Table	1	New
Dining Chairs	12	New
Coffee Table	1	New
EQUIPMENT		
Refrigerator	1	New
Stove	1	New