

①

SECTION A 29

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA DEPARTMENT
OF SOCIAL SERVICES, a political subdivision of
the State of California, hereinafter "COUNTY,"

and

ALLAN HANCOCK JOINT COMMUNITY
COLLEGE DISTRICT, hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Allan Hancock Joint Community College District. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Allan Hancock Joint Community College District (hereinafter "partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.

2. **TERM:** The term of this Agreement shall commence on July 1, 2002, and shall end the date the Master Lease terminates in March 2008.

3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.

4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND TWENTY-SEVEN CENTS (\$1.27) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space.

- A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
- B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
- C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.

- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.
 - E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
 - F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
 - G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed to any balances over 90 days until paid in full.
 - H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.
5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.
6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.
7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.
- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.

B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add without prior approval of the WRC Systems Manager work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, telephone and fax port cost, PARTNER'S long distance toll charges, and if applicable, supplies needed for Common Space area, Data Processing Support Staff and Data Processing cost, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.
- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, 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 PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'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) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.

B. **General Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000

per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

- C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or

damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

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

COUNTY: County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: Allan Hancock College
Terry Exum,
Associate Dean of Community Education
800 S. College Drive Bldg. T
Santa Maria, CA 93454

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **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.

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

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.
- F. A penalty of 12 months of rent and ancillary costs for leaving early may apply unless PARTNER makes reasonable efforts to locate new tenants. Consortium and COUNTY must approve of the tenant.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **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 of any part hereof.

25. **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.

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

27. AMENDMENTS: This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

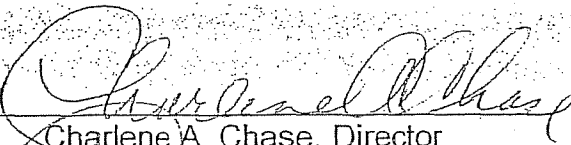
28. EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the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

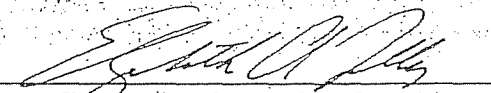
29. ENTIRE AGREEMENT: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT

By 
Charlene A. Chase, Director

By 
Dr. Elizabeth Miller, Vice President
Administrative Services

Dated 12/02/02

Dated 10/23/02

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES, a
political subdivision of the State of California,
hereinafter "COUNTY,"

and

ARBOR E&T RESOURCE CENTER,
hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Arbor E&T Resource Center. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, 93454, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is Arbor E&T Resource Center, (hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.
 - d) provide training and employment services for job seekers.
 - e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.

2. **TERM:** The term of this Agreement shall commence on May 1, 2006, and shall end on May 1, 2008.

3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement but will be documented.

4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND FORTY-THREE CENTS (\$1.43) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.

- A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
- B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
- C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.
- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.

- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.
- B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add, without prior approval of the WRC Systems Manager, work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay a proportionate share of the cost for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay a proportionate share of the costs associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Building Maintenance Staff costs, Data Processing Support Staff and Data Processing cost, if applicable, telephone and fax port cost, PARTNER'S long distance toll charges, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or

Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance by PARTNER of the provisions hereof; including, but not limited to, any act or omission to act on the part of the PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

- A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'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) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.
- B. **General Insurance.** The commercial general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER to the extent those obligations can be insured under a standard commercial general liability insurance policy. The limit of liability of said policy or policies for general and automobile liability insurance shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a

provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

All insurance coverage's are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

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

COUNTY:

County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER:

Arbor E&T Resource Center
George Crocker, Chief Operations Officer
515 Congress Ave, Suite 1400
Austin, TX 78701

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **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.

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

19. **TERMINATION:** This Agreement shall terminate and all rights and obligations of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in

any other way encumber shall be void and without legal effect. Notwithstanding any other provisions contained herein, PARTNER may assign its interest herein, or sublet all or any portion of the Premises (herein, a "Permitted Transfer") to any present or future parent, affiliate or subsidiary (a "Permitted Transferee") without COUNTY'S consent, provided that PARTNER shall remain primarily liable hereunder in the event of any such assignment or sublease.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **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 of any part hereof.

25. **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.

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

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

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

29. **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.

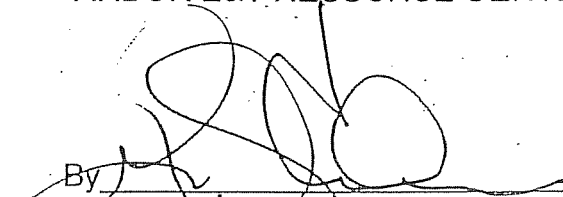
30. HIPAA: COUNTY and PARTNER agree that if PARTNER'S records are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then COUNTY'S entry into the Leased Premises for any reason shall be subject to such reasonable security procedures as PARTNER may require. Additionally, the parties hereto further acknowledge and agree that some of the information retained in the Leased Premises may constitute Protected Health Information, as such term is defined by the Standards for Privacy of Individually Identifiable Health Information ("Privacy Standard") promulgated under HIPAA. Prior to the date on which compliance with the Privacy Standard becomes mandatory, if applicable to COUNTY and PARTNER under the circumstances, the parties will endeavor to enter into a business associate agreement governing the treatment and protection of such information, if the provisions of this Lease do not satisfy the requirements of the Privacy Standard. COUNTY and PARTNER each agree that they will comply with their respective obligations under the Privacy Standard, as governed by this Lease or by such business associate agreement.

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

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

By 
Kathy Gallagher, Director

ARBOR E&T RESOURCE CENTER

By 
George Crocker
Chief Operations Officer

Dated 5-5-06

Dated 5.2.06

Reconciliation of Monthly Billing
January - March 2006

Arbor Education & Training (AE&T) - Diane Owens

Month	Recurring Invoice*	Variable Invoice	Total	Actual Invoice	Difference Over/Short	Cabinet \$847.45/24 mos	Amount Due
January 31, 2006	\$ 1,850.36	\$ 294.15	\$ 2,144.51	\$ 1,265.68	\$ (878.83)		\$ (878.83)
February 28, 2006	\$ 1,850.36	\$ 322.15	\$ 2,172.51	\$ 1,300.88	\$ (871.63)		\$ (871.63)
March 31, 2006	\$ 1,850.36	\$ 294.35	\$ 2,144.71	\$ 1,304.39	\$ (840.32)		\$ (840.32)
Total	\$ 5,551.08	\$ 910.65	\$ 6,461.73	\$ 3,870.95	\$ (2,590.78)	\$ -	\$ (2,590.78)

* Payments Received

\$ 1,158.63	Invoice reconciliation for 1st Quarter, FY 05-06
\$ (1,450.75)	Invoice reconciliation for 2nd Quarter, FY 05-06
<u>\$ (2,590.78)</u>	Estimated 3/31/06 reconciliation amount
\$ (2,882.90)	Estimated Credit Balance on 3/31/06
<u>\$ 529.66</u>	Balance due on Cabinet, 12/31/05
\$ (2,353.24)	
<u>\$ 2,353.24</u>	Overpayments applied to Furniture, 3/31/06
<u>\$ 0.00</u>	Balance on 3/31/06 after applying overpayments to cabinet and furniture balances

Estimated Monthly Costs

\$ 994.04	Lease - as of March 2006
<u>\$ 370.00</u>	Average Operating Costs, 7/05 - 2/06
\$ 1,364.04	Average Monthly "Recurring Invoice"
<u>\$ 327.87</u>	Average Monthly "Variable Invoice" including the \$187.87 furniture payment
<u>\$ 1,691.91</u>	Average Total Due per Month

ACS Cabinet and Furniture Payments

Furniture purchased in October 2005 \$4,508.82

Amounts invoiced on Recurring Invoice (Base rent and Operating Costs)

- 187.87 October
- 187.87 November
- 187.87 December
- 187.87 January
- 187.87 February
- 939.35

<u>Furniture</u>				
<u>Month</u> <u>Invoiced</u>	<u>Beginning</u> <u>Balance</u>	<u>Amount</u> <u>Billed</u>	<u>Ending</u> <u>Balance</u>	
	4,508.82		4,508.82	
Oct-05	4,508.82	187.87	4,320.95	\$187.87/month was included on the Variable Invoices beginning October 2005.
Nov-05	4,320.95	187.87	4,133.08	
Dec-05	4,133.08	187.87	3,945.21	
Jan-06	3,945.21	187.87	3,757.34	
Feb-06	3,757.34	187.87	3,569.47	
Mar-06	3,569.47	187.87	3,381.60	
4/14/06	3,381.60	2,353.24	1,028.36	Overpayments applied to furniture balance.
Apr-06	1,028.36	-	1,028.36	
	Total Billed	3,480.46		

\$187.87/mo. x 5 months (April through August)	\$ 939.35
Final Payment	89.01
Total	\$ 1,028.36

<u>Cabinet</u>				
<u>Month</u> <u>Invoiced</u>	<u>Beginning</u> <u>Balance</u>	<u>Amount</u> <u>Billed</u>	<u>Ending</u> <u>Balance</u>	
	847.45		847.45	
Apr-05	847.45	35.31	812.14	\$35.31/month was included on the Reconciliation of Monthly Billing worksheets.
May-05	812.14	35.31	776.83	
Jun-05	776.83	35.31	741.52	
Jul-05	741.52	35.31	706.21	
Aug-05	706.21	35.31	670.90	
Sep-05	670.90	35.31	635.59	
Oct-05	635.59	35.31	600.28	
Nov-05	600.28	35.31	564.97	
Dec-05	564.97	35.31	529.66	
	Total Billed	317.79		

SECTION A

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES, a political subdivision of the State of California, hereinafter "COUNTY,"

and

CENTER FOR EMPLOYMENT AND TRAINING, hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Center For Employment and Training. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Center for Employment and Training hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on July 1, 2001, and shall end the date the Master Lease terminates in March 2010.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND TWENTY-TWO CENTS (\$1.22) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.
 - A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
 - C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.

- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.

B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add without prior approval of the WRC Systems Manager work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Building Maintenance Staff costs, Data Processing Support Staff and Data Processing cost, if applicable, telephone and fax port cost, PARTNER'S long distance toll charges, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.
- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, 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 PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'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) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.

B. **General Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000

per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

- C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or

damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

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

COUNTY: County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: Center for Employment and Training
Laura Mohajer, Executive Director
509 W. Morrison
Santa Maria, CA 93454

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **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.

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

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, **DEFAULT**; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.
- F. A penalty of 12 months of rent and ancillary costs for leaving early may apply unless PARTNER makes reasonable efforts to locate new tenants. Consortium and COUNTY must approve of the tenant.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **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 of any part hereof.

25. **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.

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

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

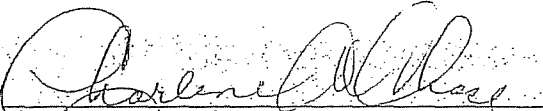
28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and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

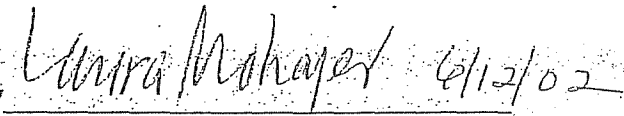
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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

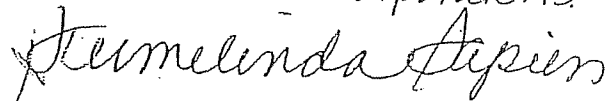
COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

CENTER FOR EMPLOYMENT AND
TRAINING

By 
Charlene A. Chase, Director

By  6/12/02
Laura Mohajer, Executive Director
Corporate As

Dated 6/10/02


Dated June 13, 02

(4)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA BARBARA COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND
SANTA BARBARA COUNTY DEPARTMENT OF ALCOHOL,
DRUG AND MENTAL HEALTH SERVICES

It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (DSS) and several other agencies, one of which is the Santa Barbara County Department of Alcohol, Drug and Mental Health Services (hereinafter "ADMH"). The Center will provide training and employment services for job seekers plus job listings and employees for the business community. After hours and weekend services will be conducted from this Center. Operations of the WRC will be in the accordance with the following provisions.

1. Fiscal Agent: DSS has been designated as the fiscal agent for this facility. Basic co-location costs include lease, utilities, basic phone, data services linkage support and inside janitorial and maintenance service as well as other miscellaneous cost that benefit the WRC. Other costs include furniture and any tenant improvements specific to ADMH.
2. Designated Contacts for this MOU:

County of Santa Barbara Department of Social Services Kathy Gallagher, Deputy Director 2125 S. Centerpointe Parkway Santa Maria, CA 93455 .	Santa Barbara County Dept. of Alcohol, Drug and Mental Health Services Al Rodriguez, Program Manager 300 N. San Antonio Road, 1 st Floor Santa Barbara, CA 93110
---	---
3. Term: This Memorandum of Understanding (hereinafter "MOU") is effective March 10, 2000. It will be in effect until June 30, 2000 or until this MOU is otherwise modified by a superseding agreement entered into by the respective organizations.
4. Pro-ration of building area: ADMH shall have use of the certain portions of the leased premises called dedicated space which is delineated on the attached drawing, labeled Exhibit "A". In addition, each organization will have access to restrooms, conference rooms and other "common areas" as shown on Exhibit "A". The total lease rate for ADMH space is \$1.17 per square foot. Included in

that amount is \$0.97 per square foot as the basic rate for dedicated space and the allocation of common area space based on the "cost allocation methodology" and definition of common area. An amount not to exceed \$0.25 per square foot shall be included to pay for taxes, insurance and exterior maintenance. Initially the triple net costs (taxes, exterior maintenance and Insurance) is estimated at \$0.20 per square foot. An administrative fee for building management and fiscal accounting may be included.

Cost Allocation Method: The cost allocation methodology will be based on partner's dedicated square footage plus an accompanying percentage of the common areas utilized by the agency's staff.

- 1) Dedicated areas are defined as those areas used exclusively by the partner such as individual worker space, exclusive storage space, workshops/conference space used entirely by the partner, etc.
 - 2) Common areas include spaces such as lobbies, non-designated conference rooms, restrooms, corridors, break rooms, etc. that are used by all the partners.
5. The dedicated area occupied by ADMH is equal to 71.25 square feet. This means that ADMH has 0.43 per cent (used as the allocation factor) of the total dedicated space at the Workforce Resource. The common area associated with the dedicated space is 62.92 square feet. The total square footage billable to ADMH is 134.17. The monthly space rent for ADMH will be the total square feet multiplied by the rental rate of \$0.97 per square foot plus the triple net amount (NNN) that is estimated at \$.20 per square foot for a total amount of \$156.98. (See attached Exhibit "B" which is a spreadsheet titled "WRC Lease and Operation Costs".)
 6. Other monthly expenses include janitorial service, utility expense, and building maintenance, which are computed by using the allocation factor of 0.43%. Those additional costs amount to approximately \$55.57 per month. This amount will change from time to time as the utilities and administrative fees are re-computed.
 7. In addition to the monthly rent and expenses associated with the building, the lease of telephone equipment is charged to the agencies based on the actual number of instruments assigned to ADMH staff. Local seven (7) digit dialing (measured service) and long distance will be tracked by Santa Barbara County's telephone system and ADMH will be billed separately for any calls made by their staff from the telephone number and instrument assigned to that staff.

The projected share of these costs per month for ADMH is \$27.33 (1 instrument @ \$27.33) plus actual toll calls and measured local services. These costs will vary from month to month based on the actual usage of the telephone system.

8. Local Area Network and Wide Area Network (LAN/WAN) systems will be used in the WRC. Data Services will install and service the LAN/WAN systems and be responsible for related data Communications equipment except that of the State Employment Development Department (EDD). All partners except EDD will be allocated a share of the expense to service the County LAN/WAN and will have 'port access' based on the number of computers each partner requires connected to the LAN/WAN at the WRC. The allocated cost for ADMH is estimated at \$142.91 per month (maintenance support and port access for 1 computer on the County LAN/WAN). State EDD LAN/WAN systems and equipment will be serviced and paid by the State Employment Development Department. ADMH will be responsible for all ADMH equipment such as PC's, printers, modems, or other computer equipment installed and used at the WRC.

9. DSS Fiscal Responsibilities

a. The Fiscal Agent will be responsible for processing all payments for co-location costs.

b. The Fiscal Agent will perform the allocation process (i.e., monthly, quarterly, semi-annually) and invoice the partners for their respective shares by the 15th day of each month beginning with the second month and ending in the thirteenth month from the start of the Agreement. Invoices shall be detailed, in triplicate and in arrears. Invoice must reference the contract/agreement number. The invoice will also serve as the report of facility cost operation by each partner.

c. Partners will remit payment within 30 calendar days of receipt.

d. The Fiscal Agent will close-out all facility costs, invoicing and reporting with 45 calendar days from the end of the agreement period.

e. DSS will bill ADMH monthly for the costs itemized above. DSS will do a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments will be made to the monthly invoice for ADMH. The initial monthly invoice will be \$382.78 plus actual toll calls incurred by ADMH staff.

10. Monitoring of Fiscal Agent

Each partner may examine the Fiscal Agent's accounts at the location of the Fiscal Agent's records on a quarterly basis. The monitor must provide two weeks notice of the intent to examine.

11. DSS Other Responsibilities

- a. DSS agrees to provide to each partner agency the name of the responsible manager who will coordinate the provision of local maintenance and facilities repair; computer moves, adds or changes.
 - b. DSS agrees to designate parking spaces/areas for agency vehicles.
 - c. DSS agrees to provide each partner agency with a copy of the master lease and attachments.
 - d. DSS agrees to defend and hold ADMH and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs including all costs of defense thereof, caused by, arising out of, or in any way related to DSS's action or omissions in the performance of this agreement.
 - e. DSS agrees to provide the WRC partnership with the following LAN Administration services for those PCs and printers connected to the County LAN/WAN:
 - Management of a Novell NetWare Fileserver that will provide and maintain access to Email, Office Applications and File and Printing services.
 - Login and Password maintenance to ensure each user can access the above mentioned services seamlessly.
 - Printer and Print Queue management for shared printer resources as required by the WRC partners.
 - New user additions as required by the WRC partners.
 - Old user deletions as required by the WRC partners.
 - f. Data Services must agree to provide the WRC partners with the following:
 - Network connectivity as required by the WRC partners.
 - Network reliability as required by the WRC partners.
 - Adequate network performance as required by the WRC partners.
12. Alcohol, Drug and Mental Health Services Responsibilities:
- a. ADMH agrees to be responsible for any additional costs, such as replacement associated with equipment and/or machines brought to the WRC; i.e., cabinets, fax machines, copiers, PC's, printers, etc. by Alcohol, Drug and Mental Health Services.
 - b. ADMH agrees to be responsible to pay for any maintenance on equipment brought to the Workforce Resource Center by Alcohol, Drug and Mental Health Services.

- c. ADMH agrees to keep DSS informed of any staffing or operational changes that would effect the annual reconciliation and re-allocation process.
- d. ADMH agrees to notify DSS of any changes in the wiring (data, phone, electrical) needs.
- e. ADMH agrees to pay for the installation and/or changes to wiring (data, phone, electrical) needs after initial occupancy in the WRC.
- f. ADMH agrees to direct staff to use designated parking areas for private vehicles and agency vehicles.
- g. ADMH agrees to abide by the conventions, rules, and standards established for use in the Workforce Resource Center.
- h. ADMH agrees to defend and hold DSS and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs including all costs of defense thereof, caused by, arising out of, or in any way related to DSS's action or omissions in the performance of this agreement.
- i. ADMH agrees to purchase licenses for software used on their computers connected to the County network. This includes Novell node licenses, GroupWise e-mail licenses, and any other office software such as WORD, Excel, ACCESS, etc. ADMH agrees to track such licenses in case of audit.

The MOU may be amended at any time by written consent of both parties. Either party may terminate this MOU upon ninety (90) days written notice to the other party.

The undersigned affirms to the Santa Barbara County Department of Alcohol, Drug and Mental Health Services that it shall not discriminate against any person, in any aspect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age sexual orientation, mental or physical disability or status as a Vietnam-era veteran.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

SANTA BARBARA COUNTY
DEPARTMENT OF ALCOHOL, DRUG
AND MENTAL HEALTH SERVICES

By Charlene A. Chase
Charlene A. Chase, Director

By Merna McMillan M.D.
Merna McMillan, Ph.D., Director

Dated 5/24/01

Dated 5/11/01

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES, a political subdivision of the State of California, hereinafter "COUNTY,"

and

COUNTY OF SANTA BARBARA IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY, hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Santa Barbara County In Home Supportive Services Public Authority. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Santa Barbara County In Home Supportive Services Public Authority (hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on September 1, 2002, and shall end the date the Master Lease terminates in March 2008.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND TWENTY-SEVEN CENTS (\$1.27) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.
 - A. PARTNER acknowledges and agrees that monthly rent may increase on common space area when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
 - C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.

- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 27, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.

- B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add without prior approval of the WRC Systems Manager work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Data Processing Support Staff and Data Processing cost, telephone and fax port cost, PARTNER'S long distance toll charges, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.
- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, 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 PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'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) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.

B. **General Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000.

per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or

damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

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

COUNTY: County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: County of Santa Barbara
In Home Supportive Services Public Authority
Robert Montgomery, Project Manager
1410 S. Broadway
Santa Maria, CA 93454

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **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.

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

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, **DEFAULT;** or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.
- F. A penalty of 12 months of rent and ancillary costs for leaving early may apply unless PARTNER makes reasonable efforts to locate new tenants. Consortium and COUNTY must approve of the tenant.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **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 of any part hereof.

25. **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.

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

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

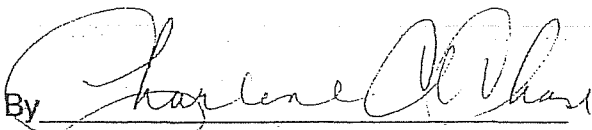
28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and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

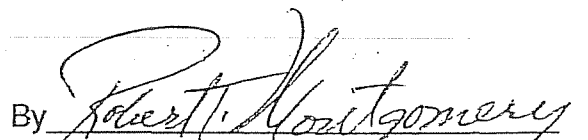
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

COUNTY OF SANTA BARBARA
IN HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY

By 
Charlene A. Chase, Director

By 
Robert Montgomery, Project Manager

Dated 12/11/02

Dated 12/6/02

6

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES, a
political subdivision of the State of California,
hereinafter "COUNTY,"

and

SANTA BARBARA COUNTY EDUCATION
OFFICE, CURRICULUM AND INSTRUCTION
(R-TAC), hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Santa Barbara County Education Office, Curriculum and Instruction (R-TAC). It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Santa Barbara County Education Office, Curriculum and Instruction (R-TAC) (hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on July 1, 2005, and shall end June 30, 2006, unless otherwise terminated, but in no event past the end of the Master Lease, 2008.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND THIRTY-SEVEN CENTS (\$1.37) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.
 - A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.

- C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.
- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.
- B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add, without prior approval of the WRC Systems Manager, work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Building Maintenance Staff costs, Data Processing Support Staff and Data Processing cost, if applicable, telephone and fax port cost, PARTNER'S long distance toll charges, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.

I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, 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 PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'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) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.

B. **General Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and

PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

- C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by PARTNER or COUNTY, as the case may be, to their respective

property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

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

COUNTY: County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: Santa Barbara County Education Office
Curriculum and Instruction (R-TAC)
David DeMille
4400 Cathedral Oaks Rd
PO Box 6307
Santa Barbara, CA 93160-6307

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **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.

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

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 16, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon thirty (30) days written notice, with cause, given by either party at any time; or
- D. Upon sixty (60) days written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **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 of any part hereof.

25. **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.

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

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

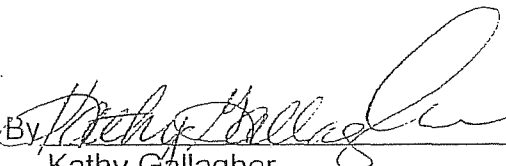
28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and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

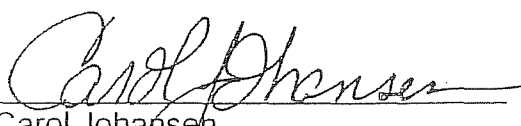
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

SANTA BARBARA COUNTY
EDUCATION OFFICE, CURRICULUM
AND INSTRUCTION (R-TAC)

By 
Kathy Gallagher
Director

By 
Carol Johansen
Assistant Superintendent

Dated 8/29/05

Dated 7/29/05

