

ATTACHMENT B

Project: SBJ Sheriff to Aramark Commissary Storage Area
Property: INV000394

Folio: 004151
APN: 059-140-029 (Portion of)

LEASE AGREEMENT
12A-10

THIS LEASE AGREEMENT (hereinafter "Lease") is made by and between the

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

and

ARAMARK CORRECTIONAL SERVICES, LLC, a Pennsylvania limited liability company, hereinafter referred to as "LESSEE,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property and improvements commonly known as the COUNTY'S South Branch Jail, located at 4436 Calle Real in the unincorporated area of the County, on a portion of APN 059-140-029 (hereinafter "Property"), and

WHEREAS, COUNTY and LESSEE desire to enter into a Lease Agreement (hereinafter "Lease") for the purpose of providing LESSEE a location for dedicated onsite storage space for commissary services, which will be operated for COUNTY by LESSEE in a portion of the Property identified as JO3011, known as the Print Shop, at the COUNTY'S South Branch Jail; and

WHEREAS, COUNTY and LESSEE will execute an Agreement for Services of CORRECTIONAL COMMISSARY SERVICES AGREEMENT (hereinafter "Service Agreement") with LESSEE commencing on January 1, 2026, and terminating on December 31, 2028; and

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions, contained herein, the COUNTY and LESSEE agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Lease shall be administered and enforced for COUNTY through the Sheriff's Office, or designee (hereinafter referred to as "Sheriff").

2. **LEASED AREA**: For and in consideration of the covenants to be performed by Lessee under this Lease, COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, a portion of that certain real property located at the COUNTY'S South Branch Jail, Assessor's Parcel No. 059-140-029 located at 4436 Calle Real in the unincorporated area of the County. The area to be leased by LESSEE shall consist of approximately 576 square feet of space identified as a portion of building JO3011, commonly known as the Santa Barbara Jail Print Shop. (hereinafter "Premises") as shown in Exhibit "A" The Premises.

3. **PURPOSE AND USE**: LESSEE shall use the Premises as a solely dedicated onsite storage space which shall only store the inventory necessary to fulfill the weekly commissary orders,

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friends and family orders and point-of sale orders as well as store the point-of sale carts and operate such in accordance with the terms and conditions set forth in the Services Agreement. LESSEE shall perform all of its services to its clients and COUNTY under the Services Agreement as an independent contractor and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. LESSEE shall not expand its use of the Premises beyond the scope of this Lease, nor use the Premises for any other purposes without the express written consent of COUNTY.

4. **TERM/OPTION:** The initial term of this Agreement is for a period of two (2) years ("Initial Term), commencing on January 1, 2026 (hereinafter "Commencement Date"), and shall terminate on December 31, 2028, unless sooner terminated as hereinafter provided. LESSEE shall have two (2) options to extend the term for one (1) year each. To exercise an option, LESSEE shall provide written notice to COUNTY at least sixty (60) days prior to the expiration of the Initial Term or, if exercising the second option, at least sixty (60) days prior to the expiration of the first extension term.

Notwithstanding the foregoing, this Agreement is expressly conditioned upon, and shall be coextensive with, the term of the Services Agreement between COUNTY and LESSEE, and shall automatically terminate upon the expiration or earlier termination of the Services Agreement, unless COUNTY expressly authorizes continuation in writing.

5. **RENT:** Rent for the initial year of the term of this Lease shall be ONE THOUSAND FOUR HUNDRED NINETY-ONE AND EIGHTY-FOUR CENTS (\$1,491.84) per month (hereinafter "Rent"), which is based on the initial rate of \$2.59 per Square Foot, for 576 Square Feet of storage space.

Rent shall begin to accrue on the Commencement Date, and shall become due and payable, in advance, on the first day of each calendar month of the term. The rent due for any period which is for less than one (1) calendar month shall be pro-rated based upon a thirty (30) day month.

The Rent set forth above shall include all costs incurred by COUNTY to maintain and repair the Premises including, but not limited to, all utilities except phone and data connectivity.

6. **LATE CHARGES:** LESSEE acknowledges that late payment of rent by LESSEE to COUNTY will cause COUNTY to incur costs not contemplated by this Lease and that the exact amount of such costs are extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from LESSEE is not received by COUNTY in a timely manner, an additional sum of FIFTEEN PERCENT (15%) of the overdue rent shall be immediately due and payable as a late charge, unless the late payment occurs for a reason outside LESSEE's control. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LESSEE. Acceptance of any late charge shall not constitute a waiver of LESSEE'S default with respect to the overdue amount or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY.

7. **SITE SUITABILITY:** LESSEE has determined that the Premises are suitable for LESSEE'S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Lease, the Premises in their existing condition.

LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.

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8. **IMPROVEMENTS AND ALTERATIONS:** In the event LESSEE wishes to make any structural or non-structural alterations to the Premises, LESSEE shall obtain advance written approval from COUNTY (not to be unreasonably withheld, conditioned or delayed), through the Sheriff, and General Services, and shall comply with all requirements of the County and obtain all necessary permits.

LESSEE shall give COUNTY no less than ten (10) business days written notice prior to the commencement of any material work in, on, or about the Premises and shall keep the Premises free and clear of liens for labor and materials. Nothing in this Lease shall be construed to entitle LESSEE to undertake alterations or improvements to the Premises, nor additional future improvements, without complying with all permitting (if any) required by COUNTY in its governmental capacity.

9. **UTILITY CHARGES AND ADMINISTRATIVE COSTS:** COUNTY shall provide and pay for all utilities serving the Premises except phone and data connectivity, including water, sewer, electricity, gas, and trash disposal for the Premises. LESSEE shall arrange and pay for phone and data connectivity for LESSEE'S use of the Premises.

The utility infrastructure existing at the Premises on the Commencement Date shall be deemed to be adequate for LESSEE'S intended use. LESSEE may, subject to written approval by COUNTY, improve or expand the utility infrastructure at its sole expense.

In the event LESSEE deems inadequate any existing service provided by COUNTY pursuant to this Section, LESSEE may notify COUNTY in writing of its concern and propose an alternate service and/or provider, and COUNTY shall endeavor to respond accordingly at its earliest practicable opportunity. Should COUNTY change any service and/or provider, RENT shall thereafter be adjusted to include any increase or decrease in the cost of such service and shall be subject to the terms of Sections 5 and 6 above.

LESSEE shall also reimburse COUNTY for all administrative costs incurred during the administration of this Lease. As set forth in Sections 5 and 6, administrative costs shall be included in the Rent calculations.

10. **MAINTENANCE AND REPAIR:** During the term of this Lease, including any extensions, LESSEE agrees to keep the Premises in good order and repair, reasonable wear and tear excepted. COUNTY shall be responsible for performing all maintenance and repair of both the interior and the exterior portions of the Property and Premises. LESSEE shall notify COUNTY of any and all items that need repair, and COUNTY shall respond in a timely manner. LESSEE agrees to perform all Minor Maintenance and Repair to the Premises such as, but not limited to, interior painting, plumbing, electrical and heating repair. "Minor Maintenance and Repair" for the purpose of this Lease shall be defined as work, which can be contracted for One Hundred Dollars and 00/100 (\$100.00), or less.

In the event of an emergency such that the Property or Premises requires immediate maintenance or repair, and LESSEE'S operations would be negatively impacted by any delay, LESSEE may independently contract for such maintenance or repair. In such an event, LESSEE shall ensure that any maintenance or repair will conform to COUNTY maintenance standards, to be determined by COUNTY, and the cost of such maintenance or repair shall be reimbursed, as applicable, by COUNTY. Prior to contracting for any maintenance or repair, LESSEE shall provide

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COUNTY with notice of the emergency and an opportunity to respond to the emergency, according to the emergency contact information provided by COUNTY.

COUNTY, its agents, employees and contractors reserve the right to enter the Premises at all reasonable times, upon twenty-four-hour notice to LESSEE (except in the case of emergency) to perform maintenance and repair, as needed on the Property or Premises. This right extends to public utilities in regard to repair, maintenance, construction and demolition of utility infrastructure on the Property, including appurtenances.

Maintenance Contact Information:

Monday-Thursday 7:00 AM-4:30 PM	
Friday 7:00 AM-3:30 PM	(805) 681-4703
On Call After Hours and Holidays	(805) 896-2916
Alternate Emergency Main Jail Shift Commander	(805) 681-4244

Facilities Manager

County of Santa Barbara, Facilities Manager
4568 Calle Real, Building B
Santa Barbara, CA 93101
PHONE (805) 681-4703
FAX (805) 681-5670

11. **ABANDONMENT OF PREMISES:** LESSEE shall not abandon, vacate, surrender or assign use of the Premises at any time during the term of this Lease. If LESSEE does abandon, vacate, surrender or assign use of the Premises, this Lease and all of LESSEE’S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to LESSEE. In the event of such termination, the Premises and any personal property belonging to LESSEE and left on the Premises more than ninety (90) calendar days after the mailing of such termination letter shall be deemed abandoned at the option of COUNTY, and title to such may pass to COUNTY pursuant to Section 13, TITLE. This provision shall also apply to property left after the termination, or other expiration of this Lease.

12. **TITLE:** During the term of this Lease, title to the Property shall remain vested in COUNTY, subject to LESSEE’S leasehold interest. LESSEE shall have no right to waste, destroy, or demolish the Property or Premises or any improvements thereon.

13. **DISASTER PLAN:** LESSEE shall develop and maintain a written disaster plan for Premises and shall provide annual disaster training to LESSEE’S staff in accordance with the Services Agreement and as directed and approved by COUNTY staff.

14. **NONINTERFERENCE:** LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, invitees, patients, clients, agents and/or contractors, to use any portion of the Property or Premises in any way which interferes with other tenants at the Property or Premises. Such interference shall be deemed a material breach, and LESSEE shall terminate said interference immediately upon notice from COUNTY. In the event LESSEE fails to stop such interference promptly, this Lease shall terminate at the option of COUNTY.

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15. **ASSIGNMENT AND SUBLEASE**: LESSEE shall not assign, license, or sublease the Property or Premises or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment made contrary to this section shall be null and void.

16. **SUCCESSORS IN INTEREST**: This Lease and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns, and to any government or private organization into which LESSEE may be merged.

17. **INDEMNIFICATION AND INSURANCE**: The parties shall comply with the indemnification and insurance provisions as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

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

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

19. **ENVIRONMENTAL IMPAIRMENT**: LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises or Property due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction, therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Lease, except to the extent of any active negligence or willful misconduct of COUNTY. Lessee shall not be held liable as described above for any pre-existing contamination.

LESSEE has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the COUNTY or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Property or Premises or the surrounding premises. The COUNTY will comply with all applicable federal, state, and

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local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the COUNTY's premises. The COUNTY will inform LESSEE of the presence of such Hazardous Substances and acknowledges that LESSEE employees will not be required to work in any location where they could be exposed to such Hazardous Substances. LESSEE has advised the COUNTY that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the COUNTY or a third party retained by the COUNTY. In no case will any LESSEE employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the COUNTY.

LESSEE will not be responsible for any conditions that existed in, on, or upon the Property or Premises before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The COUNTY shall indemnify and hold harmless LESSEE, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Premises or Property or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Premises or Property, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of LESSEE, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

20. **TOXICS**: LESSEE shall not manufacture or generate hazardous wastes on or in the Premises or Property unless specifically authorized by this Lease. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on or in the Premises or Property during the term of this Lease and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials. Subject to the terms and conditions set forth above, COUNTY authorizes LESSEE to collect, maintain, store and dispose of biomedical and medication waste, including hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), only to the extent necessary to perform LESSEE'S duties and obligations contained in this Lease and in accordance with all applicable laws, regulations and orders, until the earliest practicable removal of such waste from the Premises. LESSEE shall not permit the mixing or disposal of any biomedical or medication wastes or hazardous substances with the general office refuse. LESSEE shall not permit undue accumulation of waste or refuse within the Premises and shall keep all waste and refuse in proper containers until disposal.

21. **COMPLIANCE WITH THE LAW**: LESSEE shall comply with all applicable laws, rules, and regulations affecting the Premises or Property now or hereafter in effect.

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22. **TAXES AND ASSESSMENTS:** This Lease may confer a possessory interest on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S operations may be levied upon said Premises or Property during the term of this Lease.

23. **ENTRY BY COUNTY:** COUNTY may enter upon the Property and Premises at all reasonable times to examine the condition thereof, provide maintenance, post notices or advertising, make such repairs, as COUNTY may deem necessary to make, and to inspect for compliance with the rules and regulations applicable.

24. **NOTICES:** Any notice to be given to the parties regarding this Lease shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY:

County of Santa Barbara
Sheriff's Office
4436 Calle Real
Santa Barbara, CA 93110
Attn: Lt. Guillermo Ramirez
Phone: 805 681-4186

With a Copy to:

County of Santa Barbara
General Services Department
Real Property Division
260 N San Antonio Rd.
Santa Barbara, CA 93110
Attn: Real Property Manager
Phone: 805-568-3070
E-Mail: RealProperty@countyofsb.org

LESSEE:

Aramark Correctional Service, LLC
2400 Market Street
Philadelphia, PA 19103
Attn: Elizabet Allen
Phone: 916-947-1453

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, by reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

25. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice

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to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Lease shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure. The foregoing notwithstanding, in the event the Service Agreement is terminated, this Lease shall terminate without an opportunity to cure under this section and such termination date shall coincide with the termination date of the Service Agreement.

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

A. The non-defaulting party may waive the default or breach in accordance with Section 28, WAIVER, herein below.

B. The non-defaulting party may maintain this Lease in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LESSEE is the non-defaulting party, LESSEE may terminate the Lease and surrender use of the Premises within 30 calendar days of written notice from LESSEE.

D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Lease and LESSEE shall vacate within 7 business days of written notice from COUNTY.

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

28. **AMENDMENTS:** This Lease may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

29. **TERMINATION:** This Lease shall, or may at COUNTY'S option, terminate and all rights of LESSEE shall cease, and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises:

A. Upon expiration of the Lease as provided in Section 4, TERM; or

B. Upon termination of the Services Agreement by either party; or

C. Upon abandonment of the Premises and Property as provided in Section 12, ABANDONMENT OF PREMISES or

D. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Lease and the expiration of the cure period as provided in Section 26, DEFAULT; or

E. As provided in Section 31, DESTRUCTION; or

F. At COUNTY's convenience, with forty-five (45) days' written notice to LESSEE; or

G. At LESSEE's convenience with one hundred eighty days' notice to the COUNTY.

Upon expiration or early termination of this Lease, COUNTY shall have the right to take title and ownership of the improvements or may require LESSEE to remove the improvements and restore the

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Premises to their original condition, at the option of COUNTY. In the event that COUNTY elects to take title and ownership of the improvements, LESSEE shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge and evidence the release of all interest in the improvements and the passing of title thereto from LESSEE to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title. Notwithstanding anything to the contrary, COUNTY has not identified any improvements that LESSEE will need to remove at the end of the Lease Term. COUNTY agrees to designate in writing, any improvements made by LESSEE, that it will require to be removed at the end of the Lease Term.

30. **DESTRUCTION**: If the Premises or Property is partially or totally destroyed by fire or other casualty, this Lease, at the option of LESSEE, shall terminate. If LESSEE chooses to terminate the Lease then LESSEE shall remove all personal property belonging to LESSEE from the Property and Premises.

31. **WASTE AND NUISANCE**: LESSEE shall not commit, nor suffer to be committed, any waste upon the Premises or Property, nor permit any nuisance to exist thereon.

32. **HOLDING OVER**: Should LESSEE occupy the Premises after the expiration date of this Lease or any extension thereof, with the consent of the COUNTY, express or implied, such possession shall be construed to be a tenancy from month to month.

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

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

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

36. **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 Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

38. **EXECUTION IN COUNTERPARTS**: This Lease may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original;

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and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

39. **CONSTRUCTION**: The parties have negotiated the terms of this Lease. They have consulted an attorney when they felt the need. The terms of this Lease reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

40. **ENTIRE AGREEMENT**: The parties to this Lease intend that their negotiations, conversations and statements made prior to execution of this Lease 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.

41. **FACSIMILE AND ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

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(Signatures on next page)

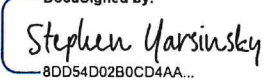
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IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement to be effective as of the first date duly executed by COUNTY.

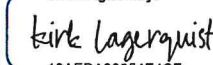
“LESSEE”

ARAMARK CORRECTIONAL SERVICES, LLC.

DocuSigned by:

By: _____
Stephen Yarsinsky
Vice President – Finance
Aramark Correctional Services, LLC.

“COUNTY”

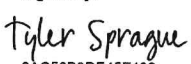
COUNTY OF SANTA BARBARA

DocuSigned by:

By: _____
Kirk A. Lagerquist, Director
General Services Department
(On behalf of the Board of Supervisors
pursuant to County Code §12A-10)
3/3/2026 | 9:24 AM PST
Date: _____

APPROVED
Santa Barbara County Sheriff's Office

By:  _____
Bill Brown, Sheriff
Sheriff's Office 3.30.26

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

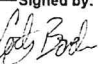
Signed by:

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGER

Signed by:

By: _____
Interim Risk Manager

APPROVED AS TO CONTENT:

Signed by:

By: _____
Real Property Division

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

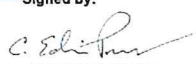
Signed by:

By: _____
Auditor-Controller

EXHIBIT "B"
INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

LESSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any LESSEE personnel and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or similar covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of \$1,000,000 per accident for bodily injury or disease. **(This applies to LESSEES with employees).**
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 or similar covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of \$1,000,000 per accident for bodily injury and property damage.
4. **Property Insurance or Self Insurance:** against insured risks of loss to any tenant improvements or betterments, at full replacement cost

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

B. Other Insurance Provisions

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

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, the LESSEE'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers to the extent of risks and liabilities expressly assumed herein. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
6. **Verification of Coverage** – LESSEE shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE'S obligation to provide them. In the event of any claim, demand, dispute, or litigation arising out of or related to this Agreement or LESSEE'S use of the Property, LESSEE shall, upon request by COUNTY, promptly furnish certified copies of the applicable insurance policies and/or certified copies of endorsements evidencing the required coverage.
7. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to

terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

8. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances with written notice to LESSEE

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) calendar days of receipt.

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