

Attachment 1

ATTACHMENT 1

**LEASE AGREEMENT (1 ORIGINAL, 2
DUPLICATE ORIGINALS)**

Original



LEASE AGREEMENT

Franklin Neighborhood Center

No. 26,520

August THIS LEASE AGREEMENT (hereinafter "Agreement"), is entered into this 13th day of 2019, and supersedes the Franklin Neighborhood Center Lease Agreement #22,506 dated September 4, 2007 by and between

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "Lessor",

and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DESCRIPTION

Lessor hereby leases to Lessee 6,777 square feet of the Franklin Neighborhood Center located at 1136 E. Montecito Street, Santa Barbara, California, as shown in Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

2. PARKING

Lessee shall have use of the parking lot(s) adjacent to the building on a non-exclusive basis. Parking is limited to vehicles directly related to providing or receiving services on the premises. Overnight parking is prohibited. Lessor reserves the right to further restrict parking by Lessee, its agents, employees, officers and visitors.

3. TERM

A. Initial Term.

This Agreement shall have an initial term of ten (10) years, commencing September 1, 2019 and ending June 30, 2029.

B. Option.

Lessee has the option to extend the term of this Agreement for one (1) additional ten-year term commencing on July 1, 2029 and ending on June 30, 2039. In order to exercise this option, Lessee must be in good standing under the terms of this Agreement, in compliance with all terms and conditions hereof, and not in default under any provision at the time of the exercise of the option. Lessee shall give notice to Lessor in writing of Lessee's election to exercise said option no less than ninety (90) days prior to the expiration of the initial term. In the event Lessee does not give timely written notice, the right to the option shall be null and void.

4. RENTAL

A. Monthly Base Rent. Commencing on the Commencement Date and continuing throughout the term of this Agreement (as adjusted according to the terms hereof), Lessee shall pay to the Lessor a minimum monthly rent in the aggregate amount of NINE THOUSAND FOUR HUNDRED TWENTY DOLLARS AND THREE CENTS (\$9,420.03) ("Monthly Base Rent") calculated as follows:

Leased Space

Square footage of leased space - 5,399 sq. ft.

Portion of allocated common space - 1,378 sq. ft.

Total square footage for computing rent - 6,777 sq. ft.

Total square footage of 6,777 multiplied by \$1.39 per square foot for a monthly rental of \$9,420.03. Base rent shall also include utilities (gas, electricity and water) for the Premises.

B. Monthly Base Rent shall be due and payable in advance on the first (1st) day of each calendar month. Base Rent for fractional months shall be prorated on the basis of a thirty (30) day calendar month.

C. Annual Adjustment of Base Rent. The Monthly Base Rent shall be adjusted annually, with a maximum 3% increase each subsequent year on July 1st (hereinafter referred to as the "Adjustment Date") by multiplying the square footage of the Premises by the Community Center Non-Profit lease rate set by resolution of the Council of the City of Santa Barbara.

All of rent shall be paid to:

City Treasurer
City of Santa Barbara
P. O. Box 1990
Santa Barbara, CA 93102-1990

D. **Non-Appropriation.** Lessor understands that monies paid to Lessor by Lessee as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of Lessee. Lessee shall have the right to terminate this Agreement during the term or the renewal term in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of six (6) calendar months after the termination notice is delivered by Lessee to Lessor, and the liability of the parties hereunder for further performance under the terms of the Agreement, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination or that are intended to survive the termination.

5. LATE PAYMENT CHARGE

Lessee hereby acknowledges that the late payment of rent, fees or any other sums due hereunder will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to administrative expenses associated with processing delinquency notices, increased accounting costs, etc.

Accordingly, if any rental payment or any other sum due to Lessor is not received by Lessor within ten (10) days of the day on which said payment or sum is due, a late charge of five percent (5%) of the payment or sum due shall be added to the payment and the total sum shall become immediately due and payable to Lessor.

Lessee and Lessor hereby agree that such late charges represent a fair and reasonable estimate of the costs that Lessor will incur by reason of Lessee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue payment, or prevent Lessor from exercising any of the rights and remedies granted hereunder.

6. ACCEPTANCE OF PREMISES

Lessee represents that Lessee has inspected said Premises and all facilities thereupon and in connection therewith. By executing this Agreement, Lessee accepts the condition of the Premises as being in good condition and repair for Lessee's intended use and fully assumes all risks incidental to the use thereof. Lessee agrees that Lessor shall not be liable for damages and injuries to the property or person or agents, employees, or business visitors of the Lessee which may result from common use of the premises.

7. USE

A. Health Related Services. Lessee shall use the Premises to provide health-related services to the community including, direct medical care, nutritional services, behavioral health services, health care coverage and limited governmental program eligibility

services, medical social work, and public health outreach. Lessee services shall be designed to substantially serve the residents of the City of Santa Barbara. Administrative offices are permitted only as necessary to serve the health related activities conducted on the Premises.

Lessee shall obtain and maintain all licenses required by law. All Lessee use must occur inside the Premises except such outdoor use as is approved, in writing, by the Lessor's Parks and Recreation Director or the Director's designee.

B. Hours of Operation. Lessee may offer services to the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Any variation from these hours of operation shall require prior written approval from the Lessor's Parks and Recreation Director or the Director's designee, which shall not unreasonably be withheld.

C. Security Procedures. Lessee shall limit its use of the Premises to those health-related services appropriate for outpatient facilities. Lessee shall employ reasonable policies and procedures to ensure the safety and security of Lessee's staff, patients, clients and others in and around the Franklin Neighborhood Center which may include security systems such as burglar alarms, surveillance cameras, automatic locking mechanisms, alert systems, etc. None of these systems shall create conflicts with mandatory fire and safety code for ingress and egress of the facility.

D. Annual Reports. On or before the first day of September of each year, Lessee shall provide Lessor with a report indicating the number of persons receiving services from Lessee and any permitted assignees during the prior fiscal year. This report shall indicate the overall percentage of patients that are residents of the City of Santa Barbara and shall indicate the percentage of Lessor residents for each category of services and service provider.

8. SURRENDER; HOLDING OVER

A. Surrender of the Premises. At the end of the term or other sooner termination of this Agreement, Lessee will surrender and deliver to Lessor the possession of the Premises, together with all improvements, in good order, condition and repair, reasonable use and wear thereof excepted, free and clear of all occupancies, liens and encumbrances other than those, if any, presently existing or created by Lessor.

B. Holding Over. If Lessee retains possession of the Premises or any part thereof following the expiration or sooner termination of this Agreement for any reason without Lessor's prior written consent, Lessee shall be held as a tenant at sufferance. Lessee's possession of the Premises shall continue month-to-month on the same terms specified in this Agreement except: (1) either party may terminate the lease term upon thirty (30) days written notice to the other party and (2) the rent payable during any period of holding over without the prior written consent of Lessor shall be increased to two hundred percent (200%) of the rent applicable in the month immediately prior to the expiration or termination of the lease term. Acceptance of any rent by Lessor shall not constitute a renewal of this Agreement and shall not waive Lessor's right of re-entry or any other right.

Lessee shall indemnify and hold Lessor harmless from any loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee arising from or related to such delay.

9. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet all or any part of the Premises without the prior written consent of Lessor.

10. ALTERATIONS AND LIENS

Lessee shall make no structural alterations, additions or improvements upon the Premises, without the prior written consent of Lessor. Any alterations, additions or improvements shall be at the sole cost and expense of Lessee. To prevent voiding roof warranties or guarantees and to maintain correct records by the Lessor, any penetration of the roof shall be considered a structural change requiring prior written consent of the Lessor.

A. Ownership: All alterations, additions or improvements to the Premises made by Lessee shall be the property of Lessee, but considered part of the Premises. Unless otherwise instructed by Lessor, all alterations, additions or improvements shall, at the expiration or termination of this Agreement, become the property of Lessor and shall be surrendered by Lessee with the Premises.

B. Removal: By delivery to Lessee of written notice not later than thirty (30) days prior to the end of the term of this Agreement, Lessor may require Lessee to remove any alterations, additions or improvements that Lessee made to the Premises by the expiration or termination of this Agreement. Lessor may require the removal at any time of all or any part of any alterations, additions or improvements made to the Premises by Lessee without the required consent.

C. Surrender: Lessee shall surrender the Premises with all improvements, parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by Lessee's installation, maintenance or removal or any alterations, additions, improvements or equipment on the Premises. Trade fixtures shall remain the property of Lessee and shall be removed by Lessee.

11. MAINTENANCE

Premises shall be maintained in good condition and repair. All maintenance and repairs shall be completed by Lessee or Lessor pursuant to the Exhibit B.

12. INSPECTION

Lessor's officers, employees and agents, shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance of Lessee with this Agreement. During inspections Lessor's officers, employees and agents may come in contact with HIPAA protected information and agree to keep confidential any HIPAA related information exposed during inspections or visiting the premises.

13. SIGNS

Lessee may install and operate, at its own expense, only such signs on the Premises as shall be expressly approved by the Parks and Recreation Director. The Parks and Recreation Director shall review signs and advertising materials for size, design, color, quality, number, location, content and general conformity with the architectural and general character of the building. All signs must comply with all applicable laws, rules, and regulations.

14. INDEMNITY AND INSURANCE

The parties agree to be bound to and comply with the insurance and indemnification provision set forth in Exhibit C.

15. DEFAULT

A. Default; Breach. A "Default" is defined as a failure by Lessee to comply with or perform any of the terms, covenants, conditions or rules under this Agreement. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(1) The abandonment of the Premises.

(2) The failure of Lessee to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Lessee.

(3) The failure of Lessee to make any payment of rent or any other amount required under this Agreement where such failure continues for a period of ten (10) days following written notice to Lessee.

(4) The failure of Lessee to observe and comply with any applicable laws, covenants or restrictions of record, building codes, regulations and ordinances in the occupancy and use of the Premises where the failure continues for a period of more than ten (10) days following written notice to Lessee.

(5) A Default by Lessee as to any of the terms, covenants, conditions or

provisions of this Agreement, except those terms, covenants and conditions covered in subsections 1-4 of this section A, where such Default continues for a period of thirty (30) days following written notice to Lessee; provided, however, if the nature of the Default is such that more than thirty (30) days is reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

(6) The occurrence of any of the following events: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a “debtor” as defined in 11 U.S.C. § 101 or any successor statute thereto; (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises or Lessee’s interest in this Agreement, where possession is not restored to Lessee within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Lessee’s assets located at the Premises or Lessee’s interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect and shall not affect the validity of the remaining provisions.

B. Remedies. If Lessee fails to perform any affirmative duty or obligation of Lessee under this Agreement, within the grace period assigned above (or in the case of an emergency, without notice), Lessor may at its option (but without obligation to do so), perform such duty or obligation on Lessee’s behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee to Lessor upon invoice therefore. If any check given to Lessor by Lessee or any permitted transferee shall not be honored by the bank upon which it is drawn, Lessor, at its own option, may require all future payments to be made under this Agreement by Lessee or any permitted transferee to be made only by cashier’s check. In the event of a Breach of this Agreement by Lessee, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy that Lessor may have by reason of such Breach, Lessor may:

(1) Terminate Lessee’s right to possession of the Premises by any lawful means, in which case this Agreement and the term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee:

(a) The worth at the time of award of any unpaid rent and other charges which had been earned at the time of such termination; and

(b) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the Premises after such default, preparing the Premises for re-letting to a new Lessee and

any repairs or alterations to the Premises.

(2) Remedies Not Exclusive. No right or remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited herein.

(3) Waiver of Rights of Redemption. Lessee hereby waives for itself and all those claiming under it all rights which it may have under any present or future constitution, statute or rule of law (a) to redeem the Premises after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ or (b) which exempts property from liability for debt or for distress for rent.

C. Default by Lessor. In the event Lessor shall fail to perform or observe any of the covenants or provisions contained in this Agreement on the part of Lessor to be performed or observed within thirty (30) days after written notice from Lessee to Lessor specifying the particulars of such default or breach of performance, or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Lessor shall fail to proceed diligently to cure such default after such notice, then in that event, Lessee shall have all rights and remedies provided by law.

16. WAIVER

Lessor's failure to exercise its rights under this Agreement in any Event of Default or breach of covenant on the part of Lessee shall not be construed as a waiver thereof; nor shall any custom or practice, which may develop between the parties in the course of administering this instrument, be construed so as to waive or to lessen the right of Lessor to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given to Lessor on account of any such default or breach. A waiver of any particular breach or default shall not be deemed to be a waiver of any other subsequent breach or default.

17. DAMAGE, DESTRUCTION & CONDEMNATION

Should the Premises be damaged, destroyed or condemned by any governmental agency such that the Premises is untenable, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Premises be damaged, destroyed or condemned by any governmental agency such that a portion or portions of the Premises are untenable, the rent required under this Agreement shall be reduced in proportion to the amount of the Premises made untenable by the event of damage, destruction or condemnation.

18. SUCCESSORS

This Agreement is intended to and does bind and shall inure to the benefit of all the

parties hereto, and their respective heirs, executors, administrators, successors and assigns.

19. 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:

TO THE LESSOR: City of Santa Barbara
Parks and Recreation Department
P.O. Box 1990
Santa Barbara, CA 93102-1990
Attn: Parks and Recreation Director

TO THE LESSEE: County of Santa Barbara
Public Health Department
300 N. San Antonio Road, Building 8
Santa Barbara, CA 93110
Attn: Deputy Director of Administration

with a copy to: County of Santa Barbara
General Services Dept/Real Property Div.
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Real Property Manager

All notices hereunder shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on three (3) business day following the date on which it is mailed by U.S. mail, postage prepaid, addressed to the address(es) specified above, or at such other address as the respective party may designate in writing.

20. GENERAL

A. Compliance with Law. Lessee shall comply with all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof in Lessee's use of the Premises.

B. Possessory Interest/Taxes. Pursuant to Section 107.6 of the California Revenue and Taxation Code, Lessor states that Lessee's Leasehold interest in the Premises may be subject to property taxation on the possessory interest created by this Agreement. Lessee agrees to pay, before delinquency, all lawful taxes, assessments or charges, including taxes on Lessee's possessory interest, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated upon the Premises, or upon the subject matter of this Agreement.

C. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the exercise of this Agreement or other rights or duties under this Agreement, in providing services, sales, use, participation in programs, or enjoyment of the Premises or any improvements thereon, and Lessee, or any person providing services under or through the Lessee, shall not establish or permit any practice or practices of discrimination or segregation with reference to the selection, order, preferences, use or benefits to clientele, employees, volunteers, visitors, service persons, vendors, and members of the public.

In addition, Lessee agrees to comply with the Certificate of Nondiscrimination, attached as Exhibit D and incorporated into this Agreement.

D. Time. Time is of the essence of this Agreement and all of the terms and covenants hereof are conditions.

E. Captions. Titles and headings are for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement.

F. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

21. PEACEABLE POSSESSION

Upon payment by Lessee of the rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Agreement, Lessee shall have quiet possession of the Premises for the term of this Agreement subject to all of the provisions of this Agreement. Lessee, in turn, agrees to quit and deliver up possession of the Premises peaceably and quietly at the expiration of said term, or any sooner termination as provided in this Agreement.

22. REPRESENTATION

Lessee hereby affirms that this Agreement is entered into upon the sole reliance of Lessee's own observations and not because of any influence or representation of Lessor or any other person.

23. COMPLETE UNDERSTANDING AND AMENDMENTS

This Agreement sets forth all of the agreements and understandings of the parties. Any modification of this Agreement must be written and properly executed by both parties.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement on the day and year first above written.

Lessor:

Lessee:

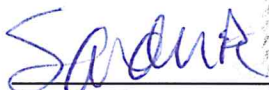
CITY OF SANTA BARBARA,
a Municipal Corporation

COUNTY OF SANTA BARBARA
See Page 12 for signature page



Jill E. Zachary
Parks and Recreation Director

ATTEST:



Sarah Gorman
City Clerk Services Manager



APPROVED AS TO FORM:
Ariel Pierre Calonne
City Attorney

By 

Robin L. Lewis
Assistant City Attorney IV

APPROVED AS TO INSURANCE:



Mark Howard
Risk Manager

APPROVED AS TO CONTENT:



Rich Hanna
Assistant Parks and Recreation Director

Lessee:

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO,
CLERK OF THE BOARD

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

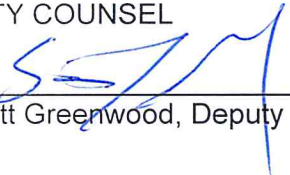
Dated: _____

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
VAN DO-REYNOSO, MPH, PhD, DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: 

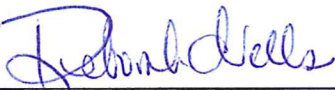
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood, Deputy Counsel

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

By: 
Deputy

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: 
Carlo Achdjian, Manager
Real Property Div.

Exhibit B – Maintenance Requirements

SECTION 1 – BUILDING EXTERIOR	LESSEE	LESSOR
Repair Walls		X
Painted Surfaces		X
Door and Window Trim		X
Doors, Hardware		X
Windows: Hardware and Screens		X
Locks		X
Roof		X
Rain Gutters		X
Flashing		X
Down Spouts		X
Lighting		
• Bulbs		X
• Fixtures, LED Fixtures and Drivers		X
• Transformers		X
• Fluorescent Lights		X
• Ballast		X
Handrails		X
Signs (County Designation on exterior wall)	X	
Signs (City Designation)		X
Timers		X
Gutters		X
Decking Walkways		X
Exterior Patios		X
Steps/Stairs		X
Roof Drains		X
Gates		X
Gas/Water Lines		X
Elect. Lines		X
Phone/ Computer Lines		X
Sewer Lines		X

SECTION 2 – BUILDING INTERIOR	LESSEE	LESSOR
Repair Walls (only for damage caused by Lessee, their guests, visitors, invitees, and clients)	X	
Painted Surfaces	X	
Doors, Hardware		X
Leased Space Locks	X	
Specialty Locks (DSX System)	X	
General Cleaning (custodial services)	X	
Floor, Sweeping and Cleaning	X	
Carpet, Vacuum and Cleaning	X	

Exhibit B – Maintenance Requirements

Window Coverings, repair and replacement	X	
Lighting		
• Bulbs		X
• Fixtures		X
• Transformers		X
• Fluorescent Lights		X
• Ballast		X
Restroom Handrails (ADA)		X
Signs (Premises & allocated common area only)	X	
Timers (lighting)		X
Drinking Fountains		X
Ceiling		X
Toilet/Urinals (Replacement)		X
Toilet/Urinals (Maintenance)		X
Sink & Faucets (Replacement)		X
Sink & Faucets (Maintenance)		X
Hands Free Exam Room Sink & Faucets (Replacement)	X	
Gas Lines		X
Water Lines		X
Sewer Lines/Drains		X
Phone Lines & Jacks	X	
Computer Lines & Jacks	X	
T.V. Cable & Jacks	X	
Phones	X	

SECTION 3 – EQUIPMENT	LESSEE	LESSOR
Refrigerator/ Microwave	X	
Counter Tops, replacement	X	
Cabinets, replacement	X	

SECTION 4 – GROUNDS	LESSEE	LESSOR
Drinking Fountains		X
Mail Boxes		X
Fences		X
Trash Bins		X
Trash Enclosures		X
Bike Racks		X
Signs (County sign is on building only)		X
Litter Pick-up		X
Parking Lot		X

Exhibit B – Maintenance Requirements

Driveways		X
Walkways		X
Timers (external)		X
Cleaning, Sidewalks, Walkways, Parking Lot		X

SECTION 5 - LANDSCAPING	LESSEE	LESSOR
Trees		X
Shrubs		X
Flowers		X
Lawn		X
Watering		X
Sprinkler, Repair and Replace		X
Headers		X
Rodent/Pest		X
Seeding		X
Fertilizer		X
Plant Trimming		X
Plant Removal		X
Plant Replacement		X
Tree Care & Trimming		X

SECTION 6 – MECHANICAL SYSTEMS	LESSEE	LESSOR
Electrical Panels, Breaker, Interior		X
Electrical Fuses, Interior		X
Electrical Receptacle, Switches, Interior		X
Electrical Central Switches		X
Heating		X
Air Conditioning (central, ductless)		X
Water Heater		X

SECTION 7 – ROADWAYS/PARKING LOTS	LESSEE	LESSOR
Striping		X
Handicap Signage		X
Asphalt Surface, Curbing		X
Cement Surface, Curbing		X
Wheel Stops		X
Drainage		X
Signs		X

Exhibit B – Maintenance Requirements

SECTION 8 – FIRE SUPPRESSION	LESSEE	LESSOR
Sprinklers		X
Hoses		X
Extinguisher (interior)		X
Fire Alarm System Components*	X	

SECTION 9 – CUSTODIAL/OTHER ITEMS	LESSEE	LESSOR
Paper supplies, dispensers, waste containers, soap in restrooms and kitchen	X	
Interior janitorial products and services	X	
Interior Floor Waxing, Sweeping	X	
Window Washing (interior & exterior)		X
Exterior sweeping entry, sidewalks and walkways		X
Janitorial service for public or common use areas		X
Broken window glass or door glass**		X
Cleaning Storage Rooms, Utility Rooms	X	X
Exterminating		X
Carpet, Linoleum and or Tile Replacement	X	
Lawn mower, repair and maintenance		X
Building Foundation		X
Flooring (wood & concrete)	X	
Utility mains & appurtenances		X

*County responsibilities for the Fire Alarm System Components shall include: alarm panel, alarm heads (smoke detectors and possibly heat detectors if used), and pull stations, duct detectors, damper motors, daily monitoring, and annual testing.

Exhibit C

INDEMNIFICATION AND INSURANCE PROVISIONS between the City of Santa Barbara and the County of Santa Barbara

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit D

Non-Discrimination Certificate

The "Lessee's obligation for non-discrimination" is as follows:

a. Lessee in the use of the property which is the subject of this Agreement or in the operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code sections 12900 – 12996) except where such discrimination is related to bona fide occupational qualification.

b. Lessee shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof and lessee shall only charge fair, reasonable and non-discriminatory prices for each unit of service. Lessee may make reasonable and non-discriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

c. Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code sections 12900 – 12996) except where such discrimination is related to bona fide occupational qualification.

d. Lessee shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

e. Lessee agrees that it shall insert the above articles in any agreement by which said lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render any accommodations and services to the public on the leased premises.

f. Non-compliance with provisions (a) through (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this Agreement, in the event of such non-compliance the Lessor shall have the right to terminate this Agreement and the interest hereby created without liability therefore, or at the election of the Lessor, the Lessor shall have the right to enforce judicially provisions (a) through (e).

In the event the Lessee is found to have failed to comply with the provisions of articles a through e and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to Lessor the sum of \$25.00 per day for each incident of a failure to comply.

TJ Dept. Orig.



LEASE AGREEMENT

Franklin Neighborhood Center

No. 26,520

August THIS LEASE AGREEMENT (hereinafter "Agreement"), is entered into this 13th day of 2019, and supersedes the Franklin Neighborhood Center Lease Agreement #22,506 dated September 4, 2007 by and between

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "Lessor",

and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DESCRIPTION

Lessor hereby leases to Lessee 6,777 square feet of the Franklin Neighborhood Center located at 1136 E. Montecito Street, Santa Barbara, California, as shown in Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

2. PARKING

Lessee shall have use of the parking lot(s) adjacent to the building on a non-exclusive basis. Parking is limited to vehicles directly related to providing or receiving services on the premises. Overnight parking is prohibited. Lessor reserves the right to further restrict parking by Lessee, its agents, employees, officers and visitors.

3. TERM

A. Initial Term.

This Agreement shall have an initial term of ten (10) years, commencing September 1, 2019 and ending June 30, 2029.

B. Option.

Lessee has the option to extend the term of this Agreement for one (1) additional ten-year term commencing on July 1, 2029 and ending on June 30, 2039. In order to exercise this option, Lessee must be in good standing under the terms of this Agreement, in compliance with all terms and conditions hereof, and not in default under any provision at the time of the exercise of the option. Lessee shall give notice to Lessor in writing of Lessee's election to exercise said option no less than ninety (90) days prior to the expiration of the initial term. In the event Lessee does not give timely written notice, the right to the option shall be null and void.

4. RENTAL

A. Monthly Base Rent. Commencing on the Commencement Date and continuing throughout the term of this Agreement (as adjusted according to the terms hereof), Lessee shall pay to the Lessor a minimum monthly rent in the aggregate amount of NINE THOUSAND FOUR HUNDRED TWENTY DOLLARS AND THREE CENTS (\$9,420.03) ("Monthly Base Rent") calculated as follows:

Leased Space

Square footage of leased space - 5,399 sq. ft.

Portion of allocated common space - 1,378 sq. ft.

Total square footage for computing rent - 6,777 sq. ft.

Total square footage of 6,777 multiplied by \$1.39 per square foot for a monthly rental of \$9,420.03. Base rent shall also include utilities (gas, electricity and water) for the Premises.

B. Monthly Base Rent shall be due and payable in advance on the first (1st) day of each calendar month. Base Rent for fractional months shall be prorated on the basis of a thirty (30) day calendar month.

C. Annual Adjustment of Base Rent. The Monthly Base Rent shall be adjusted annually, with a maximum 3% increase each subsequent year on July 1st (hereinafter referred to as the "Adjustment Date") by multiplying the square footage of the Premises by the Community Center Non-Profit lease rate set by resolution of the Council of the City of Santa Barbara.

All of rent shall be paid to:

City Treasurer
City of Santa Barbara
P. O. Box 1990
Santa Barbara, CA 93102-1990

D. **Non-Appropriation.** Lessor understands that monies paid to Lessor by Lessee as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of Lessee. Lessee shall have the right to terminate this Agreement during the term or the renewal term in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of six (6) calendar months after the termination notice is delivered by Lessee to Lessor, and the liability of the parties hereunder for further performance under the terms of the Agreement, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination or that are intended to survive the termination.

5. LATE PAYMENT CHARGE

Lessee hereby acknowledges that the late payment of rent, fees or any other sums due hereunder will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to administrative expenses associated with processing delinquency notices, increased accounting costs, etc.

Accordingly, if any rental payment or any other sum due to Lessor is not received by Lessor within ten (10) days of the day on which said payment or sum is due, a late charge of five percent (5%) of the payment or sum due shall be added to the payment and the total sum shall become immediately due and payable to Lessor.

Lessee and Lessor hereby agree that such late charges represent a fair and reasonable estimate of the costs that Lessor will incur by reason of Lessee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue payment, or prevent Lessor from exercising any of the rights and remedies granted hereunder.

6. ACCEPTANCE OF PREMISES

Lessee represents that Lessee has inspected said Premises and all facilities thereupon and in connection therewith. By executing this Agreement, Lessee accepts the condition of the Premises as being in good condition and repair for Lessee's intended use and fully assumes all risks incidental to the use thereof. Lessee agrees that Lessor shall not be liable for damages and injuries to the property or person or agents, employees, or business visitors of the Lessee which may result from common use of the premises.

7. USE

A. Health Related Services. Lessee shall use the Premises to provide health-related services to the community including, direct medical care, nutritional services, behavioral health services, health care coverage and limited governmental program eligibility

services, medical social work, and public health outreach. Lessee services shall be designed to substantially serve the residents of the City of Santa Barbara. Administrative offices are permitted only as necessary to serve the health related activities conducted on the Premises. Lessee shall obtain and maintain all licenses required by law. All Lessee use must occur inside the Premises except such outdoor use as is approved, in writing, by the Lessor's Parks and Recreation Director or the Director's designee.

B. Hours of Operation. Lessee may offer services to the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Any variation from these hours of operation shall require prior written approval from the Lessor's Parks and Recreation Director or the Director's designee, which shall not unreasonably be withheld.

C. Security Procedures. Lessee shall limit its use of the Premises to those health-related services appropriate for outpatient facilities. Lessee shall employ reasonable policies and procedures to ensure the safety and security of Lessee's staff, patients, clients and others in and around the Franklin Neighborhood Center which may include security systems such as burglar alarms, surveillance cameras, automatic locking mechanisms, alert systems, etc. None of these systems shall create conflicts with mandatory fire and safety code for ingress and egress of the facility.

D. Annual Reports. On or before the first day of September of each year, Lessee shall provide Lessor with a report indicating the number of persons receiving services from Lessee and any permitted assignees during the prior fiscal year. This report shall indicate the overall percentage of patients that are residents of the City of Santa Barbara and shall indicate the percentage of Lessor residents for each category of services and service provider.

8. SURRENDER; HOLDING OVER

A. Surrender of the Premises. At the end of the term or other sooner termination of this Agreement, Lessee will surrender and deliver to Lessor the possession of the Premises, together with all improvements, in good order, condition and repair, reasonable use and wear thereof excepted, free and clear of all occupancies, liens and encumbrances other than those, if any, presently existing or created by Lessor.

B. Holding Over. If Lessee retains possession of the Premises or any part thereof following the expiration or sooner termination of this Agreement for any reason without Lessor's prior written consent, Lessee shall be held as a tenant at sufferance. Lessee's possession of the Premises shall continue month-to-month on the same terms specified in this Agreement except: (1) either party may terminate the lease term upon thirty (30) days written notice to the other party and (2) the rent payable during any period of holding over without the prior written consent of Lessor shall be increased to two hundred percent (200%) of the rent applicable in the month immediately prior to the expiration or termination of the lease term. Acceptance of any rent by Lessor shall not constitute a renewal of this Agreement and shall not waive Lessor's right of re-entry or any other right.

Lessee shall indemnify and hold Lessor harmless from any loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee arising from or related to such delay.

9. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet all or any part of the Premises without the prior written consent of Lessor.

10. ALTERATIONS AND LIENS

Lessee shall make no structural alterations, additions or improvements upon the Premises, without the prior written consent of Lessor. Any alterations, additions or improvements shall be at the sole cost and expense of Lessee. To prevent voiding roof warranties or guarantees and to maintain correct records by the Lessor, any penetration of the roof shall be considered a structural change requiring prior written consent of the Lessor.

A. Ownership: All alterations, additions or improvements to the Premises made by Lessee shall be the property of Lessee, but considered part of the Premises. Unless otherwise instructed by Lessor, all alterations, additions or improvements shall, at the expiration or termination of this Agreement, become the property of Lessor and shall be surrendered by Lessee with the Premises.

B. Removal: By delivery to Lessee of written notice not later than thirty (30) days prior to the end of the term of this Agreement, Lessor may require Lessee to remove any alterations, additions or improvements that Lessee made to the Premises by the expiration or termination of this Agreement. Lessor may require the removal at any time of all or any part of any alterations, additions or improvements made to the Premises by Lessee without the required consent.

C. Surrender: Lessee shall surrender the Premises with all improvements, parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by Lessee's installation, maintenance or removal or any alterations, additions, improvements or equipment on the Premises. Trade fixtures shall remain the property of Lessee and shall be removed by Lessee.

11. MAINTENANCE

Premises shall be maintained in good condition and repair. All maintenance and repairs shall be completed by Lessee or Lessor pursuant to the Exhibit B.

12. INSPECTION

Lessor's officers, employees and agents, shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance of Lessee with this Agreement. During inspections Lessor's officers, employees and agents may come in contact with HIPAA protected information and agree to keep confidential any HIPAA related information exposed during inspections or visiting the premises.

13. SIGNS

Lessee may install and operate, at its own expense, only such signs on the Premises as shall be expressly approved by the Parks and Recreation Director. The Parks and Recreation Director shall review signs and advertising materials for size, design, color, quality, number, location, content and general conformity with the architectural and general character of the building. All signs must comply with all applicable laws, rules, and regulations.

14. INDEMNITY AND INSURANCE

The parties agree to be bound to and comply with the insurance and indemnification provision set forth in Exhibit C.

15. DEFAULT

A. Default; Breach. A "Default" is defined as a failure by Lessee to comply with or perform any of the terms, covenants, conditions or rules under this Agreement. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(1) The abandonment of the Premises.

(2) The failure of Lessee to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Lessee.

(3) The failure of Lessee to make any payment of rent or any other amount required under this Agreement where such failure continues for a period of ten (10) days following written notice to Lessee.

(4) The failure of Lessee to observe and comply with any applicable laws, covenants or restrictions of record, building codes, regulations and ordinances in the occupancy and use of the Premises where the failure continues for a period of more than ten (10) days following written notice to Lessee.

(5) A Default by Lessee as to any of the terms, covenants, conditions or

provisions of this Agreement, except those terms, covenants and conditions covered in subsections 1-4 of this section A, where such Default continues for a period of thirty (30) days following written notice to Lessee; provided, however, if the nature of the Default is such that more than thirty (30) days is reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

(6) The occurrence of any of the following events: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a “debtor” as defined in 11 U.S.C. § 101 or any successor statute thereto; (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises or Lessee’s interest in this Agreement, where possession is not restored to Lessee within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Lessee’s assets located at the Premises or Lessee’s interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect and shall not affect the validity of the remaining provisions.

B. Remedies. If Lessee fails to perform any affirmative duty or obligation of Lessee under this Agreement, within the grace period assigned above (or in the case of an emergency, without notice), Lessor may at its option (but without obligation to do so), perform such duty or obligation on Lessee’s behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee to Lessor upon invoice therefore. If any check given to Lessor by Lessee or any permitted transferee shall not be honored by the bank upon which it is drawn, Lessor, at its own option, may require all future payments to be made under this Agreement by Lessee or any permitted transferee to be made only by cashier’s check. In the event of a Breach of this Agreement by Lessee, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy that Lessor may have by reason of such Breach, Lessor may:

(1) Terminate Lessee’s right to possession of the Premises by any lawful means, in which case this Agreement and the term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee:

(a) The worth at the time of award of any unpaid rent and other charges which had been earned at the time of such termination; and

(b) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee’s failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the Premises after such default, preparing the Premises for re-letting to a new Lessee and

any repairs or alterations to the Premises.

(2) Remedies Not Exclusive. No right or remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited herein.

(3) Waiver of Rights of Redemption. Lessee hereby waives for itself and all those claiming under it all rights which it may have under any present or future constitution, statute or rule of law (a) to redeem the Premises after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ or (b) which exempts property from liability for debt or for distress for rent.

C. Default by Lessor. In the event Lessor shall fail to perform or observe any of the covenants or provisions contained in this Agreement on the part of Lessor to be performed or observed within thirty (30) days after written notice from Lessee to Lessor specifying the particulars of such default or breach of performance, or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Lessor shall fail to proceed diligently to cure such default after such notice, then in that event, Lessee shall have all rights and remedies provided by law.

16. WAIVER

Lessor's failure to exercise its rights under this Agreement in any Event of Default or breach of covenant on the part of Lessee shall not be construed as a waiver thereof; nor shall any custom or practice, which may develop between the parties in the course of administering this instrument, be construed so as to waive or to lessen the right of Lessor to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given to Lessor on account of any such default or breach. A waiver of any particular breach or default shall not be deemed to be a waiver of any other subsequent breach or default.

17. DAMAGE, DESTRUCTION & CONDEMNATION

Should the Premises be damaged, destroyed or condemned by any governmental agency such that the Premises is untenable, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Premises be damaged, destroyed or condemned by any governmental agency such that a portion or portions of the Premises are untenable, the rent required under this Agreement shall be reduced in proportion to the amount of the Premises made untenable by the event of damage, destruction or condemnation.

18. SUCCESSORS

This Agreement is intended to and does bind and shall inure to the benefit of all the

parties hereto, and their respective heirs, executors, administrators, successors and assigns.

19. 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:

TO THE LESSOR: City of Santa Barbara
Parks and Recreation Department
P.O. Box 1990
Santa Barbara, CA 93102-1990
Attn: Parks and Recreation Director

TO THE LESSEE: County of Santa Barbara
Public Health Department
300 N. San Antonio Road, Building 8
Santa Barbara, CA 93110
Attn: Deputy Director of Administration

with a copy to: County of Santa Barbara
General Services Dept/Real Property Div.
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Real Property Manager

All notices hereunder shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on three (3) business day following the date on which it is mailed by U.S. mail, postage prepaid, addressed to the address(es) specified above, or at such other address as the respective party may designate in writing.

20. GENERAL

A. Compliance with Law. Lessee shall comply with all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof in Lessee's use of the Premises.

B. Possessory Interest/Taxes. Pursuant to Section 107.6 of the California Revenue and Taxation Code, Lessor states that Lessee's Leasehold interest in the Premises may be subject to property taxation on the possessory interest created by this Agreement. Lessee agrees to pay, before delinquency, all lawful taxes, assessments or charges, including taxes on Lessee's possessory interest, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated upon the Premises, or upon the subject matter of this Agreement.

C. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the exercise of this Agreement or other rights or duties under this Agreement, in providing services, sales, use, participation in programs, or enjoyment of the Premises or any improvements thereon, and Lessee, or any person providing services under or through the Lessee, shall not establish or permit any practice or practices of discrimination or segregation with reference to the selection, order, preferences, use or benefits to clientele, employees, volunteers, visitors, service persons, vendors, and members of the public.

In addition, Lessee agrees to comply with the Certificate of Nondiscrimination, attached as Exhibit D and incorporated into this Agreement.

D. Time. Time is of the essence of this Agreement and all of the terms and covenants hereof are conditions.

E. Captions. Titles and headings are for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement.

F. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

21. PEACEABLE POSSESSION

Upon payment by Lessee of the rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Agreement, Lessee shall have quiet possession of the Premises for the term of this Agreement subject to all of the provisions of this Agreement. Lessee, in turn, agrees to quit and deliver up possession of the Premises peaceably and quietly at the expiration of said term, or any sooner termination as provided in this Agreement.

22. REPRESENTATION

Lessee hereby affirms that this Agreement is entered into upon the sole reliance of Lessee's own observations and not because of any influence or representation of Lessor or any other person.

23. COMPLETE UNDERSTANDING AND AMENDMENTS

This Agreement sets forth all of the agreements and understandings of the parties. Any modification of this Agreement must be written and properly executed by both parties.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement on the day and year first above written.

Lessor:

Lessee:


CITY OF SANTA BARBARA,
a Municipal Corporation

COUNTY OF SANTA BARBARA
See Page 12 for signature page

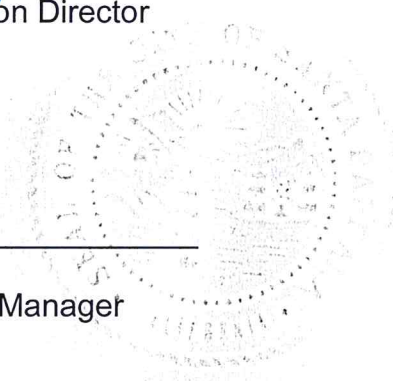


Jill E. Zachary
Parks and Recreation Director

ATTEST:



Sarah Gorman
City Clerk Services Manager



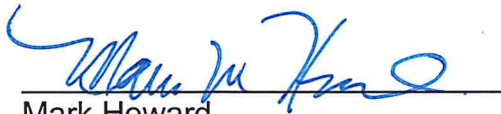
APPROVED AS TO FORM:

Ariel Pierre Calonne
City Attorney



By Robin L. Lewis
Assistant City Attorney IV

APPROVED AS TO INSURANCE:



Mark Howard
Risk Manager

APPROVED AS TO CONTENT:



Rich Hanna
Assistant Parks and Recreation Director

Lessee:

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO,
CLERK OF THE BOARD

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Dated: _____

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
VAN DO-REYNOSO, MPH, PhD, DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: 

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood, Deputy Counsel

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

By: 
Deputy

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: 
Carlo Achdjian, Manager
Real Property Div.

Exhibit A – Premises

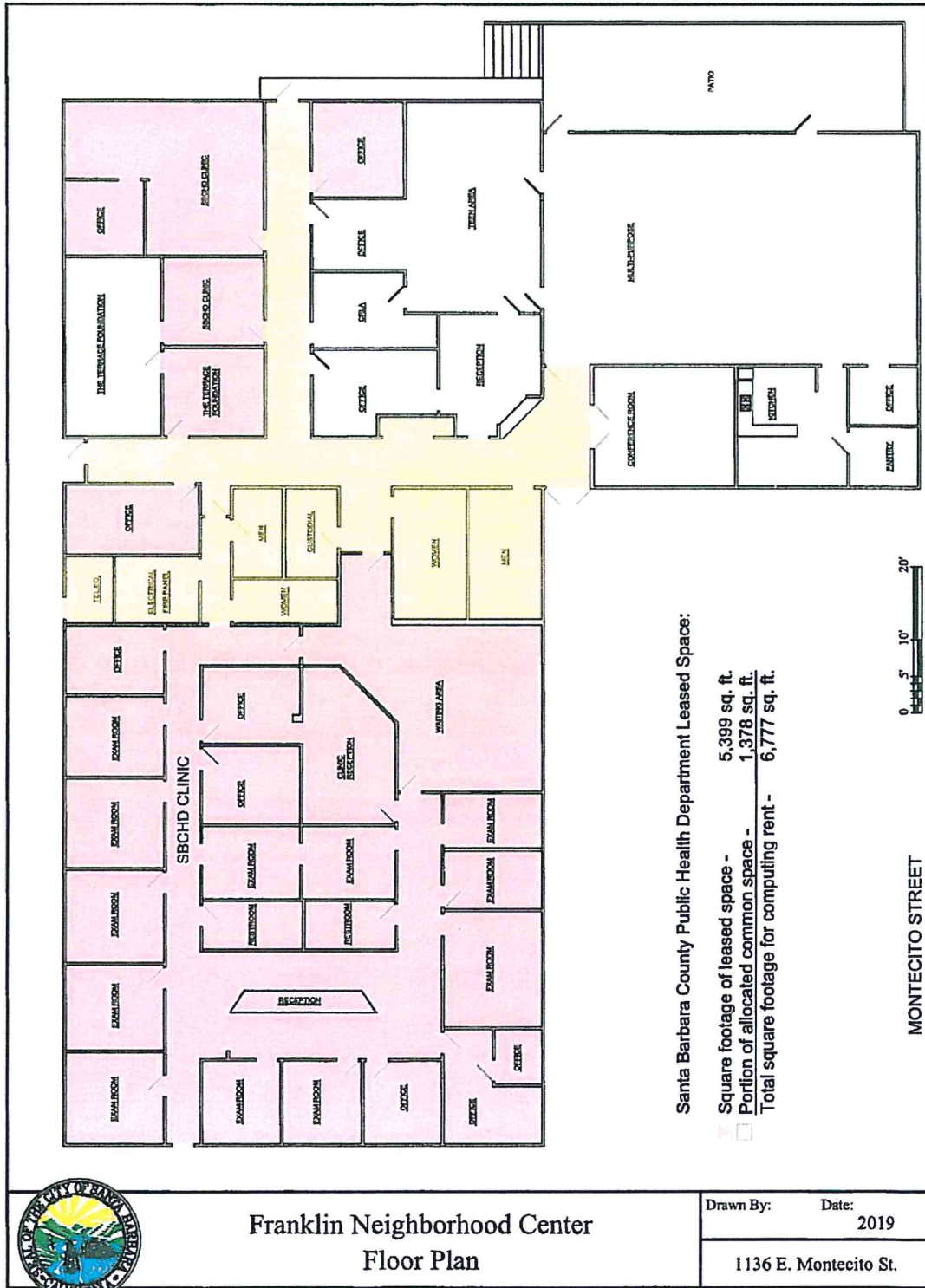


Exhibit B – Maintenance Requirements

SECTION 1 – BUILDING EXTERIOR	LESSEE	LESSOR
Repair Walls		X
Painted Surfaces		X
Door and Window Trim		X
Doors, Hardware		X
Windows: Hardware and Screens		X
Locks		X
Roof		X
Rain Gutters		X
Flashing		X
Down Spouts		X
Lighting		
• Bulbs		X
• Fixtures, LED Fixtures and Drivers		X
• Transformers		X
• Fluorescent Lights		X
• Ballast		X
Handrails		X
Signs (County Designation on exterior wall)	X	
Signs (City Designation)		X
Timers		X
Gutters		X
Decking Walkways		X
Exterior Patios		X
Steps/Stairs		X
Roof Drains		X
Gates		X
Gas/Water Lines		X
Elect. Lines		X
Phone/ Computer Lines		X
Sewer Lines		X

SECTION 2 – BUILDING INTERIOR	LESSEE	LESSOR
Repair Walls (only for damage caused by Lessee, their guests, visitors, invitees, and clients)	X	
Painted Surfaces	X	
Doors, Hardware		X
Leased Space Locks	X	
Specialty Locks (DSX System)	X	
General Cleaning (custodial services)	X	
Floor, Sweeping and Cleaning	X	
Carpet, Vacuum and Cleaning	X	

Exhibit B – Maintenance Requirements

Window Coverings, repair and replacement	X	
Lighting		
• Bulbs		X
• Fixtures		X
• Transformers		X
• Fluorescent Lights		X
• Ballast		X
Restroom Handrails (ADA)		X
Signs (Premises & allocated common area only)	X	
Timers (lighting)		X
Drinking Fountains		X
Ceiling		X
Toilet/Urinals (Replacement)		X
Toilet/Urinals (Maintenance)		X
Sink & Faucets (Replacement)		X
Sink & Faucets (Maintenance)		X
Hands Free Exam Room Sink & Faucets (Replacement)	X	
Gas Lines		X
Water Lines		X
Sewer Lines/Drains		X
Phone Lines & Jacks	X	
Computer Lines & Jacks	X	
T.V. Cable & Jacks	X	
Phones	X	

SECTION 3 – EQUIPMENT	LESSEE	LESSOR
Refrigerator/ Microwave	X	
Counter Tops, replacement	X	
Cabinets, replacement	X	

SECTION 4 – GROUNDS	LESSEE	LESSOR
Drinking Fountains		X
Mail Boxes		X
Fences		X
Trash Bins		X
Trash Enclosures		X
Bike Racks		X
Signs (County sign is on building only)		X
Litter Pick-up		X
Parking Lot		X

Exhibit B – Maintenance Requirements

Driveways		X
Walkways		X
Timers (external)		X
Cleaning, Sidewalks, Walkways, Parking Lot		X

SECTION 5 - LANDSCAPING	LESSEE	LESSOR
Trees		X
Shrubs		X
Flowers		X
Lawn		X
Watering		X
Sprinkler, Repair and Replace		X
Headers		X
Rodent/Pest		X
Seeding		X
Fertilizer		X
Plant Trimming		X
Plant Removal		X
Plant Replacement		X
Tree Care & Trimming		X

SECTION 6 – MECHANICAL SYSTEMS	LESSEE	LESSOR
Electrical Panels, Breaker, Interior		X
Electrical Fuses, Interior		X
Electrical Receptacle, Switches, Interior		X
Electrical Central Switches		X
Heating		X
Air Conditioning (central, ductless)		X
Water Heater		X

SECTION 7 – ROADWAYS/PARKING LOTS	LESSEE	LESSOR
Striping		X
Handicap Signage		X
Asphalt Surface, Curbing		X
Cement Surface, Curbing		X
Wheel Stops		X
Drainage		X
Signs		X

Exhibit B – Maintenance Requirements

SECTION 8 – FIRE SUPPRESSION	LESSEE	LESSOR
Sprinklers		X
Hoses		X
Extinguisher (interior)		X
Fire Alarm System Components*	X	

SECTION 9 – CUSTODIAL/OTHER ITEMS	LESSEE	LESSOR
Paper supplies, dispensers, waste containers, soap in restrooms and kitchen	X	
Interior janitorial products and services	X	
Interior Floor Waxing, Sweeping	X	
Window Washing (interior & exterior)		X
Exterior sweeping entry, sidewalks and walkways		X
Janitorial service for public or common use areas		X
Broken window glass or door glass**		X
Cleaning Storage Rooms, Utility Rooms	X	X
Exterminating		X
Carpet, Linoleum and or Tile Replacement	X	
Lawn mower, repair and maintenance		X
Building Foundation		X
Flooring (wood & concrete)	X	
Utility mains & appurtenances		X

*County responsibilities for the Fire Alarm System Components shall include: alarm panel, alarm heads (smoke detectors and possibly heat detectors if used), and pull stations, duct detectors, damper motors, daily monitoring, and annual testing.

Exhibit C

INDEMNIFICATION AND INSURANCE PROVISIONS between the City of Santa Barbara and the County of Santa Barbara

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit D

Non-Discrimination Certificate

The "Lessee's obligation for non-discrimination" is as follows:

a. Lessee in the use of the property which is the subject of this Agreement or in the operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code sections 12900 – 12996) except where such discrimination is related to bona fide occupational qualification.

b. Lessee shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof and lessee shall only charge fair, reasonable and non-discriminatory prices for each unit of service. Lessee may make reasonable and non-discriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

c. Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code sections 12900 – 12996) except where such discrimination is related to bona fide occupational qualification.

d. Lessee shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

e. Lessee agrees that it shall insert the above articles in any agreement by which said lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render any accommodations and services to the public on the leased premises.

f. Non-compliance with provisions (a) through (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this Agreement, in the event of such non-compliance the Lessor shall have the right to terminate this Agreement and the interest hereby created without liability therefore, or at the election of the Lessor, the Lessor shall have the right to enforce judicially provisions (a) through (e).

In the event the Lessee is found to have failed to comply with the provisions of articles a through e and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to Lessor the sum of \$25.00 per day for each incident of a failure to comply.



LEASE AGREEMENT

Franklin Neighborhood Center

No. 26,520

August THIS LEASE AGREEMENT (hereinafter "Agreement"), is entered into this 13th day of 2019, and supersedes the Franklin Neighborhood Center Lease Agreement #22,506 dated September 4, 2007 by and between

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "Lessor",

and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DESCRIPTION

Lessor hereby leases to Lessee 6,777 square feet of the Franklin Neighborhood Center located at 1136 E. Montecito Street, Santa Barbara, California, as shown in Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

2. PARKING

Lessee shall have use of the parking lot(s) adjacent to the building on a non-exclusive basis. Parking is limited to vehicles directly related to providing or receiving services on the premises. Overnight parking is prohibited. Lessor reserves the right to further restrict parking by Lessee, its agents, employees, officers and visitors.

3. TERM

A. Initial Term.

This Agreement shall have an initial term of ten (10) years, commencing September 1, 2019 and ending June 30, 2029.

B. Option.

Lessee has the option to extend the term of this Agreement for one (1) additional ten-year term commencing on July 1, 2029 and ending on June 30, 2039. In order to exercise this option, Lessee must be in good standing under the terms of this Agreement, in compliance with all terms and conditions hereof, and not in default under any provision at the time of the exercise of the option. Lessee shall give notice to Lessor in writing of Lessee's election to exercise said option no less than ninety (90) days prior to the expiration of the initial term. In the event Lessee does not give timely written notice, the right to the option shall be null and void.

4. RENTAL

A. Monthly Base Rent. Commencing on the Commencement Date and continuing throughout the term of this Agreement (as adjusted according to the terms hereof), Lessee shall pay to the Lessor a minimum monthly rent in the aggregate amount of NINE THOUSAND FOUR HUNDRED TWENTY DOLLARS AND THREE CENTS (\$9,420.03) ("Monthly Base Rent") calculated as follows:

Leased Space

Square footage of leased space - 5,399 sq. ft.

Portion of allocated common space - 1,378 sq. ft.

Total square footage for computing rent - 6,777 sq. ft.

Total square footage of 6,777 multiplied by \$1.39 per square foot for a monthly rental of \$9,420.03. Base rent shall also include utilities (gas, electricity and water) for the Premises.

B. Monthly Base Rent shall be due and payable in advance on the first (1st) day of each calendar month. Base Rent for fractional months shall be prorated on the basis of a thirty (30) day calendar month.

C. Annual Adjustment of Base Rent. The Monthly Base Rent shall be adjusted annually, with a maximum 3% increase each subsequent year on July 1st (hereinafter referred to as the "Adjustment Date") by multiplying the square footage of the Premises by the Community Center Non-Profit lease rate set by resolution of the Council of the City of Santa Barbara.

All of rent shall be paid to:

City Treasurer
City of Santa Barbara
P. O. Box 1990
Santa Barbara, CA 93102-1990

D. Non-Appropriation. Lessor understands that monies paid to Lessor by Lessee as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of Lessee. Lessee shall have the right to terminate this Agreement during the term or the renewal term in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of six (6) calendar months after the termination notice is delivered by Lessee to Lessor, and the liability of the parties hereunder for further performance under the terms of the Agreement, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination or that are intended to survive the termination.

5. LATE PAYMENT CHARGE

Lessee hereby acknowledges that the late payment of rent, fees or any other sums due hereunder will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to administrative expenses associated with processing delinquency notices, increased accounting costs, etc.

Accordingly, if any rental payment or any other sum due to Lessor is not received by Lessor within ten (10) days of the day on which said payment or sum is due, a late charge of five percent (5%) of the payment or sum due shall be added to the payment and the total sum shall become immediately due and payable to Lessor.

Lessee and Lessor hereby agree that such late charges represent a fair and reasonable estimate of the costs that Lessor will incur by reason of Lessee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue payment, or prevent Lessor from exercising any of the rights and remedies granted hereunder.

6. ACCEPTANCE OF PREMISES

Lessee represents that Lessee has inspected said Premises and all facilities thereupon and in connection therewith. By executing this Agreement, Lessee accepts the condition of the Premises as being in good condition and repair for Lessee's intended use and fully assumes all risks incidental to the use thereof. Lessee agrees that Lessor shall not be liable for damages and injuries to the property or person or agents, employees, or business visitors of the Lessee which may result from common use of the premises.

7. USE

A. Health Related Services. Lessee shall use the Premises to provide health-related services to the community including, direct medical care, nutritional services, behavioral health services, health care coverage and limited governmental program eligibility

services, medical social work, and public health outreach. Lessee services shall be designed to substantially serve the residents of the City of Santa Barbara. Administrative offices are permitted only as necessary to serve the health related activities conducted on the Premises. Lessee shall obtain and maintain all licenses required by law. All Lessee use must occur inside the Premises except such outdoor use as is approved, in writing, by the Lessor's Parks and Recreation Director or the Director's designee.

B. Hours of Operation. Lessee may offer services to the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Any variation from these hours of operation shall require prior written approval from the Lessor's Parks and Recreation Director or the Director's designee, which shall not unreasonably be withheld.

C. Security Procedures. Lessee shall limit its use of the Premises to those health-related services appropriate for outpatient facilities. Lessee shall employ reasonable policies and procedures to ensure the safety and security of Lessee's staff, patients, clients and others in and around the Franklin Neighborhood Center which may include security systems such as burglar alarms, surveillance cameras, automatic locking mechanisms, alert systems, etc. None of these systems shall create conflicts with mandatory fire and safety code for ingress and egress of the facility.

D. Annual Reports. On or before the first day of September of each year, Lessee shall provide Lessor with a report indicating the number of persons receiving services from Lessee and any permitted assignees during the prior fiscal year. This report shall indicate the overall percentage of patients that are residents of the City of Santa Barbara and shall indicate the percentage of Lessor residents for each category of services and service provider.

8. SURRENDER; HOLDING OVER

A. Surrender of the Premises. At the end of the term or other sooner termination of this Agreement, Lessee will surrender and deliver to Lessor the possession of the Premises, together with all improvements, in good order, condition and repair, reasonable use and wear thereof excepted, free and clear of all occupancies, liens and encumbrances other than those, if any, presently existing or created by Lessor.

B. Holding Over. If Lessee retains possession of the Premises or any part thereof following the expiration or sooner termination of this Agreement for any reason without Lessor's prior written consent, Lessee shall be held as a tenant at sufferance. Lessee's possession of the Premises shall continue month-to-month on the same terms specified in this Agreement except: (1) either party may terminate the lease term upon thirty (30) days written notice to the other party and (2) the rent payable during any period of holding over without the prior written consent of Lessor shall be increased to two hundred percent (200%) of the rent applicable in the month immediately prior to the expiration or termination of the lease term. Acceptance of any rent by Lessor shall not constitute a renewal of this Agreement and shall not waive Lessor's right of re-entry or any other right.

Lessee shall indemnify and hold Lessor harmless from any loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee arising from or related to such delay.

9. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet all or any part of the Premises without the prior written consent of Lessor.

10. ALTERATIONS AND LIENS

Lessee shall make no structural alterations, additions or improvements upon the Premises, without the prior written consent of Lessor. Any alterations, additions or improvements shall be at the sole cost and expense of Lessee. To prevent voiding roof warranties or guarantees and to maintain correct records by the Lessor, any penetration of the roof shall be considered a structural change requiring prior written consent of the Lessor.

A. Ownership: All alterations, additions or improvements to the Premises made by Lessee shall be the property of Lessee, but considered part of the Premises. Unless otherwise instructed by Lessor, all alterations, additions or improvements shall, at the expiration or termination of this Agreement, become the property of Lessor and shall be surrendered by Lessee with the Premises.

B. Removal: By delivery to Lessee of written notice not later than thirty (30) days prior to the end of the term of this Agreement, Lessor may require Lessee to remove any alterations, additions or improvements that Lessee made to the Premises by the expiration or termination of this Agreement. Lessor may require the removal at any time of all or any part of any alterations, additions or improvements made to the Premises by Lessee without the required consent.

C. Surrender: Lessee shall surrender the Premises with all improvements, parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by Lessee's installation, maintenance or removal or any alterations, additions, improvements or equipment on the Premises. Trade fixtures shall remain the property of Lessee and shall be removed by Lessee.

11. MAINTENANCE

Premises shall be maintained in good condition and repair. All maintenance and repairs shall be completed by Lessee or Lessor pursuant to the Exhibit B.

12. INSPECTION

Lessor's officers, employees and agents, shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance of Lessee with this Agreement. During inspections Lessor's officers, employees and agents may come in contact with HIPAA protected information and agree to keep confidential any HIPAA related information exposed during inspections or visiting the premises.

13. SIGNS

Lessee may install and operate, at its own expense, only such signs on the Premises as shall be expressly approved by the Parks and Recreation Director. The Parks and Recreation Director shall review signs and advertising materials for size, design, color, quality, number, location, content and general conformity with the architectural and general character of the building. All signs must comply with all applicable laws, rules, and regulations.

14. INDEMNITY AND INSURANCE

The parties agree to be bound to and comply with the insurance and indemnification provision set forth in Exhibit C.

15. DEFAULT

A. Default; Breach. A "Default" is defined as a failure by Lessee to comply with or perform any of the terms, covenants, conditions or rules under this Agreement. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(1) The abandonment of the Premises.

(2) The failure of Lessee to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Lessee.

(3) The failure of Lessee to make any payment of rent or any other amount required under this Agreement where such failure continues for a period of ten (10) days following written notice to Lessee.

(4) The failure of Lessee to observe and comply with any applicable laws, covenants or restrictions of record, building codes, regulations and ordinances in the occupancy and use of the Premises where the failure continues for a period of more than ten (10) days following written notice to Lessee.

(5) A Default by Lessee as to any of the terms, covenants, conditions or

provisions of this Agreement, except those terms, covenants and conditions covered in subsections 1-4 of this section A, where such Default continues for a period of thirty (30) days following written notice to Lessee; provided, however, if the nature of the Default is such that more than thirty (30) days is reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

(6) The occurrence of any of the following events: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a “debtor” as defined in 11 U.S.C. § 101 or any successor statute thereto; (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises or Lessee’s interest in this Agreement, where possession is not restored to Lessee within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Lessee’s assets located at the Premises or Lessee’s interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect and shall not affect the validity of the remaining provisions.

B. Remedies. If Lessee fails to perform any affirmative duty or obligation of Lessee under this Agreement, within the grace period assigned above (or in the case of an emergency, without notice), Lessor may at its option (but without obligation to do so), perform such duty or obligation on Lessee’s behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee to Lessor upon invoice therefore. If any check given to Lessor by Lessee or any permitted transferee shall not be honored by the bank upon which it is drawn, Lessor, at its own option, may require all future payments to be made under this Agreement by Lessee or any permitted transferee to be made only by cashier’s check. In the event of a Breach of this Agreement by Lessee, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy that Lessor may have by reason of such Breach, Lessor may:

(1) Terminate Lessee’s right to possession of the Premises by any lawful means, in which case this Agreement and the term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee:

(a) The worth at the time of award of any unpaid rent and other charges which had been earned at the time of such termination; and

(b) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee’s failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the Premises after such default, preparing the Premises for re-letting to a new Lessee and

any repairs or alterations to the Premises.

(2) Remedies Not Exclusive. No right or remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited herein.

(3) Waiver of Rights of Redemption. Lessee hereby waives for itself and all those claiming under it all rights which it may have under any present or future constitution, statute or rule of law (a) to redeem the Premises after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ or (b) which exempts property from liability for debt or for distress for rent.

C. Default by Lessor. In the event Lessor shall fail to perform or observe any of the covenants or provisions contained in this Agreement on the part of Lessor to be performed or observed within thirty (30) days after written notice from Lessee to Lessor specifying the particulars of such default or breach of performance, or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Lessor shall fail to proceed diligently to cure such default after such notice, then in that event, Lessee shall have all rights and remedies provided by law.

16. WAIVER

Lessor's failure to exercise its rights under this Agreement in any Event of Default or breach of covenant on the part of Lessee shall not be construed as a waiver thereof; nor shall any custom or practice, which may develop between the parties in the course of administering this instrument, be construed so as to waive or to lessen the right of Lessor to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given to Lessor on account of any such default or breach. A waiver of any particular breach or default shall not be deemed to be a waiver of any other subsequent breach or default.

17. DAMAGE, DESTRUCTION & CONDEMNATION

Should the Premises be damaged, destroyed or condemned by any governmental agency such that the Premises is untenable, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Premises be damaged, destroyed or condemned by any governmental agency such that a portion or portions of the Premises are untenable, the rent required under this Agreement shall be reduced in proportion to the amount of the Premises made untenable by the event of damage, destruction or condemnation.

18. SUCCESSORS

This Agreement is intended to and does bind and shall inure to the benefit of all the

parties hereto, and their respective heirs, executors, administrators, successors and assigns.

19. 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:

TO THE LESSOR: City of Santa Barbara
Parks and Recreation Department
P.O. Box 1990
Santa Barbara, CA 93102-1990
Attn: Parks and Recreation Director

TO THE LESSEE: County of Santa Barbara
Public Health Department
300 N. San Antonio Road, Building 8
Santa Barbara, CA 93110
Attn: Deputy Director of Administration

with a copy to: County of Santa Barbara
General Services Dept/Real Property Div.
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Real Property Manager

All notices hereunder shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on three (3) business day following the date on which it is mailed by U.S. mail, postage prepaid, addressed to the address(es) specified above, or at such other address as the respective party may designate in writing.

20. GENERAL

A. Compliance with Law. Lessee shall comply with all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof in Lessee's use of the Premises.

B. Possessory Interest/Taxes. Pursuant to Section 107.6 of the California Revenue and Taxation Code, Lessor states that Lessee's Leasehold interest in the Premises may be subject to property taxation on the possessory interest created by this Agreement. Lessee agrees to pay, before delinquency, all lawful taxes, assessments or charges, including taxes on Lessee's possessory interest, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated upon the Premises, or upon the subject matter of this Agreement.

C. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the exercise of this Agreement or other rights or duties under this Agreement, in providing services, sales, use, participation in programs, or enjoyment of the Premises or any improvements thereon, and Lessee, or any person providing services under or through the Lessee, shall not establish or permit any practice or practices of discrimination or segregation with reference to the selection, order, preferences, use or benefits to clientele, employees, volunteers, visitors, service persons, vendors, and members of the public.

In addition, Lessee agrees to comply with the Certificate of Nondiscrimination, attached as Exhibit D and incorporated into this Agreement.

D. Time. Time is of the essence of this Agreement and all of the terms and covenants hereof are conditions.

E. Captions. Titles and headings are for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement.

F. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

21. PEACEABLE POSSESSION

Upon payment by Lessee of the rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Agreement, Lessee shall have quiet possession of the Premises for the term of this Agreement subject to all of the provisions of this Agreement. Lessee, in turn, agrees to quit and deliver up possession of the Premises peaceably and quietly at the expiration of said term, or any sooner termination as provided in this Agreement.

22. REPRESENTATION

Lessee hereby affirms that this Agreement is entered into upon the sole reliance of Lessee's own observations and not because of any influence or representation of Lessor or any other person.

23. COMPLETE UNDERSTANDING AND AMENDMENTS

This Agreement sets forth all of the agreements and understandings of the parties. Any modification of this Agreement must be written and properly executed by both parties.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement on the day and year first above written.

Lessor:

Lessee:

CITY OF SANTA BARBARA,
a Municipal Corporation

COUNTY OF SANTA BARBARA
See Page 12 for signature page



Jill E. Zachary
Parks and Recreation Director


ATTEST:



Sarah Gorman
City Clerk Services Manager



APPROVED AS TO FORM:
Ariel Pierre Calonne
City Attorney

By 


Robin L. Lewis
Assistant City Attorney IV

APPROVED AS TO INSURANCE:



Mark Howard
Risk Manager

APPROVED AS TO CONTENT:



Rich Hanna
Assistant Parks and Recreation Director

Lessee:

COUNTY OF SANTA BARBARA

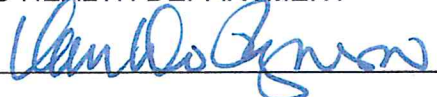
ATTEST:
MONA MIYASATO,
CLERK OF THE BOARD

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

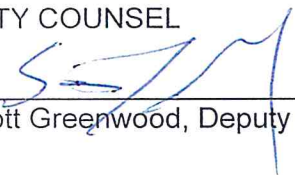
Dated: _____

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
VAN DO-REYNOSO, MPH, PhD, DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: 


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood, Deputy Counsel

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

By: 
Deputy

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: 
Carlo Achdjan, Manager
Real Property Div.

Exhibit A – Premises



Santa Barbara County Public Health Department Leased Space:

- Square footage of leased space - 5,399 sq. ft.
- Portion of allocated common space - 1,378 sq. ft.
- Total square footage for computing rent - 6,777 sq. ft.



Franklin Neighborhood Center Floor Plan

Drawn By: _____ Date: 2019

1136 E. Montecito St.

MONTECITO STREET

Exhibit B – Maintenance Requirements

SECTION 1 – BUILDING EXTERIOR	LESSEE	LESSOR
Repair Walls		X
Painted Surfaces		X
Door and Window Trim		X
Doors, Hardware		X
Windows: Hardware and Screens		X
Locks		X
Roof		X
Rain Gutters		X
Flashing		X
Down Spouts		X
Lighting		
• Bulbs		X
• Fixtures, LED Fixtures and Drivers		X
• Transformers		X
• Fluorescent Lights		X
• Ballast		X
Handrails		X
Signs (County Designation on exterior wall)	X	
Signs (City Designation)		X
Timers		X
Gutters		X
Decking Walkways		X
Exterior Patios		X
Steps/Stairs		X
Roof Drains		X
Gates		X
Gas/Water Lines		X
Elect. Lines		X
Phone/ Computer Lines		X
Sewer Lines		X

SECTION 2 – BUILDING INTERIOR	LESSEE	LESSOR
Repair Walls (only for damage caused by Lessee, their guests, visitors, invitees, and clients)	X	
Painted Surfaces	X	
Doors, Hardware		X
Leased Space Locks	X	
Specialty Locks (DSX System)	X	
General Cleaning (custodial services)	X	
Floor, Sweeping and Cleaning	X	
Carpet, Vacuum and Cleaning	X	

Exhibit B – Maintenance Requirements

Window Coverings, repair and replacement	X	
Lighting		
• Bulbs		X
• Fixtures		X
• Transformers		X
• Fluorescent Lights		X
• Ballast		X
Restroom Handrails (ADA)		X
Signs (Premises & allocated common area only)	X	
Timers (lighting)		X
Drinking Fountains		X
Ceiling		X
Toilet/Urinals (Replacement)		X
Toilet/Urinals (Maintenance)		X
Sink & Faucets (Replacement)		X
Sink & Faucets (Maintenance)		X
Hands Free Exam Room Sink & Faucets (Replacement)	X	
Gas Lines		X
Water Lines		X
Sewer Lines/Drains		X
Phone Lines & Jacks	X	
Computer Lines & Jacks	X	
T.V. Cable & Jacks	X	
Phones	X	

SECTION 3 – EQUIPMENT	LESSEE	LESSOR
Refrigerator/ Microwave	X	
Counter Tops, replacement	X	
Cabinets, replacement	X	

SECTION 4 – GROUNDS	LESSEE	LESSOR
Drinking Fountains		X
Mail Boxes		X
Fences		X
Trash Bins		X
Trash Enclosures		X
Bike Racks		X
Signs (County sign is on building only)		X
Litter Pick-up		X
Parking Lot		X

Exhibit B – Maintenance Requirements

Driveways		X
Walkways		X
Timers (external)		X
Cleaning, Sidewalks, Walkways, Parking Lot		X

SECTION 5 - LANDSCAPING	LESSEE	LESSOR
Trees		X
Shrubs		X
Flowers		X
Lawn		X
Watering		X
Sprinkler, Repair and Replace		X
Headers		X
Rodent/Pest		X
Seeding		X
Fertilizer		X
Plant Trimming		X
Plant Removal		X
Plant Replacement		X
Tree Care & Trimming		X

SECTION 6 – MECHANICAL SYSTEMS	LESSEE	LESSOR
Electrical Panels, Breaker, Interior		X
Electrical Fuses, Interior		X
Electrical Receptacle, Switches, Interior		X
Electrical Central Switches		X
Heating		X
Air Conditioning (central, ductless)		X
Water Heater		X

SECTION 7 – ROADWAYS/PARKING LOTS	LESSEE	LESSOR
Striping		X
Handicap Signage		X
Asphalt Surface, Curbing		X
Cement Surface, Curbing		X
Wheel Stops		X
Drainage		X
Signs		X

Exhibit B – Maintenance Requirements

SECTION 8 – FIRE SUPPRESSION	LESSEE	LESSOR
Sprinklers		X
Hoses		X
Extinguisher (interior)		X
Fire Alarm System Components*	X	

SECTION 9 – CUSTODIAL/OTHER ITEMS	LESSEE	LESSOR
Paper supplies, dispensers, waste containers, soap in restrooms and kitchen	X	
Interior janitorial products and services	X	
Interior Floor Waxing, Sweeping	X	
Window Washing (interior & exterior)		X
Exterior sweeping entry, sidewalks and walkways		X
Janitorial service for public or common use areas		X
Broken window glass or door glass**		X
Cleaning Storage Rooms, Utility Rooms	X	X
Exterminating		X
Carpet, Linoleum and or Tile Replacement	X	
Lawn mower, repair and maintenance		X
Building Foundation		X
Flooring (wood & concrete)	X	
Utility mains & appurtenances		X

*County responsibilities for the Fire Alarm System Components shall include: alarm panel, alarm heads (smoke detectors and possibly heat detectors if used), and pull stations, duct detectors, damper motors, daily monitoring, and annual testing.

Exhibit C

INDEMNIFICATION AND INSURANCE PROVISIONS between the City of Santa Barbara and the County of Santa Barbara

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit D

Non-Discrimination Certificate

The "Lessee's obligation for non-discrimination" is as follows:

a. Lessee in the use of the property which is the subject of this Agreement or in the operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code sections 12900 – 12996) except where such discrimination is related to bona fide occupational qualification.

b. Lessee shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof and lessee shall only charge fair, reasonable and non-discriminatory prices for each unit of service. Lessee may make reasonable and non-discriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

c. Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code sections 12900 – 12996) except where such discrimination is related to bona fide occupational qualification.

d. Lessee shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

e. Lessee agrees that it shall insert the above articles in any agreement by which said lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render any accommodations and services to the public on the leased premises.

f. Non-compliance with provisions (a) through (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this Agreement, in the event of such non-compliance the Lessor shall have the right to terminate this Agreement and the interest hereby created without liability therefore, or at the election of the Lessor, the Lessor shall have the right to enforce judicially provisions (a) through (e).

In the event the Lessee is found to have failed to comply with the provisions of articles a through e and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to Lessor the sum of \$25.00 per day for each incident of a failure to comply.