

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:

Prepared on: November 14, 2004
Department: Social Services
Budget Unit:
Agenda Date: January 4, 2005
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Kathy Gallagher, Director
Department of Social Services

STAFF CONTACTS: Maria Gardner, Facilities Manager (681-4487)

SUBJECT: Emergency Shelter Care Lease: Chander and Tammy Letulle
Folio No. 003093
Third Supervisorial District

Recommendations:

That the Board of Supervisors:

A. Determine that the services provided by Chander and Tammy Letulle are necessary to meet the social needs of the County, and that Chander and Tammy Letulle therefore qualify for a rent subsidy pursuant to Government Code §26227; and

B. Determine that the County-owned property located at 377 Storke Road, in Goleta, will not be needed for County purposes for the next few years; and

C. Approve the proposed Lease granting Chander and Tammy Letulle the right to lease the above referenced county-owned property for the purpose of providing emergency shelter care services for abused, neglected and abandoned children, for a term of one year commencing on July 1, 2004 through June 30, 2005, and renewed annually concurrent with the *Agreement For Services of Independent Contractor (Emergency Shelter Care Servicers)* dated June 15, 2004, at a below fair market rent amount of \$250 per month.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 7.A Community that Fosters the Safety and Well-Being of Families and Children.

Subject: Emergency Shelter Care Lease; Third Supervisorial District

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Executive Summary and Discussion:

The Social Services Department/Child Welfare Services receives state funding to provide temporary shelter for detained children (abused, neglected and abandoned children under the age of 18 who are in the custody of the Department of Social Services) within Santa Barbara County. Locating suitable temporary housing for these children in the south county is a challenge. The county-owned property located at 377 Storke Road, in Goleta, has since 1981 been used for the purpose of housing independent contractors who have been contracted by the Social Services Department to provide emergency shelter care services for detained children. Various independent contractors have leased the Premises since 1981. Chander and Tammy Letulle entered into an Agreement with the County on July 15, 2004, for Services of Independent Contractor to provide Emergency Shelter Care Services after the last contractor, Myrtle Harris, notified Social Services that she could no longer provide these services. This Lease Agreement provides for the use of the County property by the independent contractors and is ancillary to that Contract for Independent Services. The Letulle's shelter service contract is for a term of 1 year with automatic annual extensions and the lease will run concurrently with the shelter service contract. Under no circumstance will the Letulle's occupy the premises after the termination of the shelter service contract. This program is very necessary and vital to the children of our community who are in need of these services.

California Government Code Section 26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs. The County currently provides funding in support of the Emergency Shelter Care Services program. Therefore, your Board's determination that the premises will not be needed for county purposes during the time of possession will allow Chander and Tammy Letulle to use the premises to carry out the program in the South County, without paying full fair market rent. This Lease will, therefore, be included on the list of rent subsidies provided to the County Administrator.

Mandates and Service Levels:

No change in programs or service levels.

Fiscal and Facilities Impacts:

The total annual revenue generated by this Agreement is \$3,000.00. The revenue shall be deposited to Dept: 063; Prog: 1207 to provide for partial reimbursement of major building maintenance and utility expenses.

Special Instructions:

After Board action, please distribute as follows:

- | | |
|---|---|
| 1. Original executed document | Board's Official File |
| 2. Dupl. orig. execute doc and Minute Order | GS/Real Estate Svcs, Attn: Connie Smith |
| 3. Copy executed doc and Minute Order | Social Services: Attn: Maria Gardner |

(NOTE: Real Estate Services will copy the document for their file and mail the duplicate original executed document to Tammy and Chander Letulle.)

Project: 377 Storke Rd. Lease
APN: 073-440-006 (portion of)
Folio: 003093
Agent: CS

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") is entered into by and between

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

and

CHANDER AND TAMMY LETULLE, husband and wife, hereinafter referred to as "LESSEE"

with reference to the following:

WHEREAS, COUNTY is the owner of the property and improvements located at 377 Storke Road, within the boundaries of the city of Goleta, more particularly described as Assessor Parcel Number 073-440-006, (hereinafter "Property") and shown crosshatched on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, LESSEE and COUNTY through the Social Services Department have entered into an *Agreement For Services of Independent Contractor* dated June 15, 2004, to provide emergency shelter care services for abused, neglected and abandoned children (hereinafter "Shelter Care Agreement"); and

WHEREAS, California Government Code §26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs; and

WHEREAS, COUNTY and LESSEE desire to enter into a Lease Agreement for the purpose of allowing LESSEE to occupy the residence on said Property for use as an emergency child care shelter.

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

1. **TRUTH OF RECITALS**: The above recitals are true and correct.
2. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Social Services Department.

3. **LEASED PREMISES/USE:** COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, a residential unit consisting of approximately 2,600 square feet and surrounding yard/landscaping area known as 377 Storke Road, Goleta, California, (hereinafter "Premises") and shown as the slashed area on Page 1 of Exhibit B, and floor plan on Page 2 of Exhibit B, attached hereto and incorporated herein by reference.

The Premises shall be used for residential purposes for LESSEE'S immediate family, and to furnish board and lodging for children placed in LESSEE'S care by the Department of Social Services pursuant to the Shelter Care Agreement. LESSEE shall not use or permit the use of the Premises as a place for any other business.

4. **TERM/RENEWAL OPTIONS/ASSIGNMENTS:** The term of this Agreement shall coincide with the term for the Shelter Care Agreement which term is for a period of one (1) year, commencing on July 1, 2004 and terminating on June 30, 2005, subject to other provisions for termination and extension as herein contained.

The term of this Agreement shall be automatically extended annually from July 1ST to June 30TH of every consecutive year after the expiration of the initial term on June 30, 2005, so long as the Shelter Care Agreement is renewed, unless terminated by either party giving the other party ninety (90) days written notice of termination.

This Agreement is ancillary to the Shelter Care Agreement, therefore LESSEE shall not assign this Agreement or any interest therein, and LESSEE shall not sublet the Premises or any portion thereof. Any attempt to assign and/or sublet shall be void and without legal effect. Should LESSEE attempt to assign or sublet a portion of the Premises, COUNTY may terminate this Agreement at COUNTY'S option without liability therefore.

5. **RENT/ UTILITIES:**

A. Rent for the term of this Agreement shall be TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00) per month.

B. Rent payments shall commence on July 1, 2004 and shall be payable in advance on or before the first (1st) day of each and every calendar month thereafter, except as provided herein. The rent due for any period which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month.

C. Rent is to be made payable to the County of Santa Barbara, and shall be delivered to Facilities Services Division, Courthouse, 2nd Floor Annex, Santa Barbara, CA 93101-6065.

D. COUNTY shall provide and pay charges for the following utilities: water, sewer and trash removal. All other utilities shall be ordered by and paid for by LESSEE.

E. It is acknowledged that the rental amount charged herein is below fair market value for the portion of the Premises required to house LESSEE and LESSEE'S immediate family. The use of the Premises to provide emergency shelter care for six (6) neglected and/or abused children constitutes utilization of COUNTY'S Property to meet the responsibility of COUNTY'S Department of Social Services to provide such shelter and care.

6. **LATE CHARGE:** LESSEE acknowledges that late payment of the monthly rent by LESSEE to COUNTY will cause COUNTY to incur costs not contemplated by this Agreement and that the exact amount of such costs are extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any monthly installment of rent due from LESSEE is not received by COUNTY by the 10th day of the month, an additional sum of

FIFTEEN PERCENT (15%) of the overdue rent shall be immediately due and payable as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LESSEE. Acceptance of any late charge shall not constitute a waiver of LESSEE'S default with respect to the overdue amount, or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY.

7. **CONDITION OF PREMISES/TENANT IMPROVEMENTS:** LESSEE hereby accepts, by way of executing this Agreement, the Premises in its existing condition.

LESSEE shall install no tenant improvements within or upon the Premises without the prior written consent of COUNTY'S General Services Department/Facilities Services Division. Any improvements shall be performed at LESSEE'S expense and LESSEE shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Agreement, all such improvements shall remain or be removed by LESSEE at COUNTY'S option. In the event of removal, LESSEE shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable

8. **MAINTENANCE AND REPAIR:**

A. COUNTY'S Responsibilities: COUNTY, through its Social Services Department shall, at its sole cost and expense, keep and maintain in good condition and repair the basic structure of the Premises, including but not limited to its foundation, floors, roof partitions, exterior walls, plumbing, heating, electrical, and water systems, which supply the Premises or are within the walls thereof, except sprinklers or drip systems installed by LESSEE for watering/maintaining landscaping. COUNTY shall provide only such additional maintenance as is deemed necessary by COUNTY.

B. LESSEE'S Responsibilities: LESSEE agrees to perform all minor maintenance and repair to the Premises such as, but not limited to, interior painting, plumbing, electrical and heating repair. "Minor Maintenance" for the purpose of this Agreement shall be defined as material and labor which can be contracted for TWO HUNDRED AND 00/100 DOLLARS (\$200.00) or less. LESSEE shall also be responsible for the landscaping surrounding the Premises and shall properly maintain, cultivate, care for, and adequately water same.

LESSEE shall be responsible for any damage(s) to the Premises by LESSEE, its family, guests, invitees, etc., or any child under LESSEE'S care/supervision whether damage(s) was caused intentionally or by accident.

LESSEE, upon termination of the Shelter Care Agreement, or on termination of tenancy for any reason, shall immediately deliver the Premises to COUNTY in good order and condition, acts of God and ordinary wear and tear excepted.

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

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises attributable to LESSEE'S acts or omissions, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all

liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises attributable to COUNTY'S acts or omission, COUNTY shall clean all property affected to the satisfaction of LESSEE and any governmental body having jurisdiction therefore. COUNTY shall indemnify, hold harmless, and defend LESSEE from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by LESSEE as a result of COUNTY'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

10. **TOXICS**: LESSEE shall not manufacture or generate hazardous waste on the Premises unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported in the Premises during this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

11. **ENTRY BY COUNTY**: COUNTY may enter upon the Property and Premises at all reasonable times to examine the condition thereof, provide maintenance, post notices, make such repairs as COUNTY may deem necessary to make, and to inspect for compliance with the rules and regulations applicable to the care and custody of children placed in the Premises by the Department of Social Services pursuant to the Shelter Care Agreement.

12. **AMENDMENTS**: This Agreement represents the entire agreement between the parties with respect to the matters covered herein. No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by all parties hereto; except that the COUNTY Director of General Services, or designee, may execute any amendments hereto on behalf of the COUNTY.

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

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

14. **QUIET ENJOYMENT:** COUNTY covenants that LESSEE, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. COUNTY further covenants that it will not deliberately interfere or permit others acting subsequently through or under COUNTY, including other tenants of COUNTY, to interfere with LESSEE'S peaceful possession or use of the Premises.

15. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

LESSEE: Tammy and Chander Letulle
377 Storke Road
Goleta, California 93117

COUNTY: County of Santa Barbara
Department of Social Services
234 Camino Del Remedio
Santa Barbara, CA 93110-1369
Attention: Kathy Gallagher, Director

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mail, postage prepaid Certified mail, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

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

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

17. **INSURANCE:** Without limiting the LESSEE'S indemnification of the COUNTY, LESSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A:VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place LESSEE in default. Upon request by the COUNTY, LESSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

General Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of LESSEE and shall include

contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LESSEE in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and LESSEE. LESSEE shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be named as Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the LESSEE is required to maintain such coverage for a minimum of three years following completion of the performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

LESSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LESSEE may be held responsible for payment of damages resulting from LESSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the LESSEE is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the LESSEE'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of COUNTY COUNSEL, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during

any amendment of the Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

18. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** COUNTY and LESSEE hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or LESSEE, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Premises arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either COUNTY or LESSEE against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by COUNTY will not be invalidated thereby.

19. **POSSESSORY INTEREST TAXES:** LESSEE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest. LESSEE covenants and agrees to pay all taxes, including possessory interest tax and assessments, which may be levied upon any of LESSEE'S interest in the land.

20. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, regulations, and ordinances regulating the use of the Premises during the term.

21. **DEFAULT:** Except as otherwise specified herein, should LESSEE at any time be in default hereunder with respect to any material covenant contained herein, COUNTY shall give written notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such written notice, then this Agreement shall terminate at the option of COUNTY unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

22. **REMEDIES:** In the event of a default or breach, subject to the cure provisions contained in Section 21, DEFAULT above, the nondefaulting party may exercise any right or remedy at law or in equity which such nondefaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 23, WAIVER, herein below.

B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LESSEE is the nondefaulting party, LESSEE may terminate this Agreement and surrender possession.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate or not terminate this Agreement. Where COUNTY elects not to terminate this Agreement but elects to

terminate LESSEE'S right of possession, COUNTY shall have the right and the duty to attempt to relet the Premises for the benefit of LESSEE upon such terms and conditions, including rent, which LESSEE deems reasonable. If COUNTY lawfully removes property of LESSEE, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE.

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

24. **TERMINATION**: This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. At the expiration of the term or any extensions as provided in Section 4, *TERM/RENEWAL OPTIONS/ASSIGNMENTS* of this Agreement; or

B. After expiration of ninety (90) days written notice, which notice may be given by either party without cause; or

C. Upon discrimination by LESSEE in violation of Section 13, *NONDISCRIMINATION*; or

D. Upon the failure of LESSEE to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 21, *DEFAULT*; or

E. Upon termination of the Shelter Care Agreement (including any extensions or amendments thereto) by default, expiration, or any other reason; or

F. Upon the total destruction of the Premises, as provided in Section 28, *DESTRUCTION OF THE PREMISES*.

IN NO EVENT SHALL LESSEE MAINTAIN OCCUPANCY BEYOND THE TIME DURING WHICH THEY ARE PROVIDING SERVICES UNDER THE SHELTER CARE AGREEMENT.

25. **ABANDONMENT**: LESSEE shall not vacate or abandon the Premises at any time during the term of this Agreement and if LESSEE shall abandon, vacate, or surrender said Premises, any personal property belonging to LESSEE and left in the Premises more than thirty (30) days after termination of this Agreement shall be deemed abandoned at the option of the COUNTY.

26. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender the Premises to COUNTY in good condition, except for ordinary wear and tear. LESSEE shall remove all personal property prior to the expiration or termination of this Agreement and shall perform all restoration made necessary by the removal of any personal property prior to the expiration or termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to LESSEE, elect to retain or dispose of in any manner any personal property that LESSEE does not remove from the Premises upon expiration or termination of this Agreement. Title to any such personal property that COUNTY elects to retain or dispose of following expiration of the thirty (30) day period shall vest in COUNTY. LESSEE waives all claims against COUNTY for any damage to LESSEE resulting

from COUNTY'S retention or disposition of LESSEE'S personal property. LESSEE shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

If LESSEE fails to surrender the Premises to COUNTY, LESSEE shall hold COUNTY harmless from damages resulting from LESSEE'S failure to surrender the Premises, including, without limitation, claims made by a succeeding lessee resulting from such failure to surrender the Premises.

27. **FIXTURES**: The parties agree that all improvements to, or fixtures on the Premises, made or added by either party, except trade fixtures added by LESSEE that may be removed as herein provided, shall be and become the property of COUNTY upon their being affixed or added to the Premises. At the expiration, or any earlier termination of the term hereof, LESSEE may remove such trade fixtures, including but not limited to phone and information technology equipment as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.

28. **DESTRUCTION OF THE PREMISES**: If the Premises are totally destroyed by fire or any other cause, this Agreement, at the option of COUNTY, shall terminate.

If a loss renders any portion of the Premises unusable, LESSEE may choose to remain, or may terminate this Agreement by written notice to COUNTY. Should LESSEE choose to remain, COUNTY shall promptly repair the Premises in a timely manner.

29. **RESERVATIONS**: COUNTY hereby reserves the right for COUNTY or its agents to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for making such alterations, repairs, improvements or additions to the Premises as COUNTY may deem necessary. In addition, COUNTY reserves the right to grant such easements, rights and dedications that COUNTY deems necessary, so long as such easements, rights or dedications do not unreasonably interfere with the use of the Premises by LESSEE.

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

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

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

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

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

35. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

36. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

37. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

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Project: 377 Storke Rd. Lease
APN: 073-440-006 (portion of)
Folio: 003093
Agent: CS

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement to be effective on the date executed by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy

"LESSEE"
TAMMY AND CHANDER LETULLE

APPROVED:

Tammy Letulle

Kathy Gallagher, Director
Department of Social Services

Chander Letulle

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

By: _____
Deputy

APPROVED:

APPROVED AS TO INSURANCE FORM:

By: _____
Ronn Carlentine, SR/WA
Real Property Manager

By: _____
Stephen D. Underwood
Chief Assistant County Counsel