

Project: 71 Newsome Street
New Cuyama – Sheriff Residence
APN: 149-040-009
Folio: 003340
Agent: rc

USE AGREEMENT

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

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

and

PAUL MICHAEL WEIRUM, a County Sheriff Department full time employee, hereinafter referred to as "RESIDENT"

in consideration of the Premises, and the mutual covenants and conditions contained herein, RESIDENT and COUNTY hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Sheriff Department, or their designee.
2. **LOCATION:** The County residential single level family dwelling and surrounding yard is commonly described as being located at 71 Newsome Street, New Cuyama, County of Santa Barbara, State of California, and more particularly identified as Assessor Parcel Number 149-040-009 shown diagonally slashed on Exhibit A, attached hereto and incorporated herein by reference (hereinafter "Property").
3. **PREMISES:** COUNTY hereby rents to RESIDENT and RESIDENT hereby takes from COUNTY a County residence known as 71 Newsome Street, New Cuyama (hereinafter "Premises"), a residential unit measuring approximately 960 square feet and surrounding yard/landscaping area, all of which is shown diagonally slashed on Exhibit B, attached hereto and incorporated herein by reference (hereinafter "Premises").
4. **HOUSING GUIDELINES AND ELIGIBILITY CRITERIA:** RESIDENT shall abide by and adhere to the terms and conditions outlined in Exhibit C, *HOUSING GUIDELINES AND ELIGIBILITY CRITERIA* ("GUIDELINES"), attached hereto and incorporated herein by reference. In case of conflict between this Agreement and the GUIDELINES, this Agreement shall prevail.
5. **PURPOSE AND USE:** The Premises shall be used for residential purposes for RESIDENT and their immediate family or registered domestic partner only. RESIDENT shall not

use or permit the use of the Premises as a place for any other business. RESIDENT must be a full time employee of the Sheriff Department. If there is any question of who is considered "immediate family" under this section, the Sheriff Department shall be the authority to make that determination.

6. **TERM:** The term of this Agreement shall be year to year, unless terminated pursuant to Section 29, **TERMINATION**, of this Agreement and shall not exceed ten (10) years. The Commencement Date of this Agreement shall be April 1, 2011.

7. **ASSIGNMENT/SUBLETTING:** This Agreement is subject to Sheriff Department employment, therefore RESIDENT shall not assign this Agreement or any interest therein, and RESIDENT shall not sublet the Property or Premises or any portion thereof. Any attempt to assign and/or sublet shall be void and without legal effect. Should RESIDENT attempt to assign or sublet a portion of the Property or Premises, COUNTY may terminate this Agreement at COUNTY'S option without liability therefore.

8. **USE FEES/ UTILITIES:**

A. Use Fees for the term of this Agreement shall be TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month.

B. Use fee payments shall commence on the date this Agreement is signed by the parties, 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 Use Fees due for any period which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month.

C. Use Fees are to be made payable to: "County of Santa Barbara" and shall be hand delivered or mailed to the General Services Department, Support Services Division, 1105 Santa Barbara Street, 2nd Floor, Santa Barbara, CA 93101-6065.

D. RESIDENT shall order and pay for all utilities such as propane, electricity, telephone, trash, cable and internet service.

9. **CONDITION OF PREMISES:** RESIDENT hereby accepts, by way of executing this Agreement, the Premises in its "as is" existing condition. RESIDENT further acknowledges and understands that no warranty, either express or implied, is made by the COUNTY as to the condition of the COUNTY'S property.

10. **COUNTY DISCLOSURES:** Residential property built before 1981 may contain asbestos. However, COUNTY has no knowledge of asbestos on the Premises. Residential Property built before 1978 may contain lead-based paint. However, COUNTY has no knowledge of lead-based paint on the Premises. RESIDENT acknowledges and agrees that RESIDENT accepts the Premises and Property in "as is" condition.

11. **TENANT IMPROVEMENTS:** RESIDENT shall install no tenant improvements within or upon the Premises without the prior written consent of COUNTY'S General Services Department/Support Services Division. Any improvements shall be performed at RESIDENT'S expense and RESIDENT 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 RESIDENT at COUNTY'S option. In the event of removal, RESIDENT shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

12. **COUNTY PROPERTY/APPLIANCES/FIXTURES:** The Premises shall be equipped with the following COUNTY appliances, fixtures and property:

- A. Appliances:
 - water heater
 - swamp cooler
- B. Property:
 - keys

Upon expiration or termination of this Agreement, RESIDENT shall be accountable for possession of all of the COUNTY'S appliances, fixtures and property which shall remain on the Premises. RESIDENT shall be responsible for the cost of any of COUNTY'S appliances, fixtures and property which have been damaged or removed from the Premises.

COUNTY shall provide RESIDENT with a key for the RESIDENT'S specific unit upon approval of this Agreement. Replacement of lost or stolen keys and costs to re-key doors when necessary shall be the responsibility of RESIDENT. Upon expiration or termination of this Agreement, RESIDENT shall be responsible to return all keys to the General Services Department.

13. **MAINTENANCE, REPAIR AND PEST CONTROL:** During the term of this Agreement, including any extensions, RESIDENT agrees to keep the Premises in good maintenance and repair, at its sole expense; reasonable wear and tear, damage by casualty, and any condition arising out of County's acts or omissions excepted. RESIDENT and COUNTY shall be responsible for maintenance and repair of the Property and Premises as set forth in Exhibit "D", attached hereto and incorporated herein by reference.

In the event that the Premises are in need of maintenance or repair that is RESIDENT'S responsibility according to Exhibit D, RESIDENT shall have the maintenance or repair completed, and shall pay for such maintenance or repair in a timely manner. In the event of an emergency such that the Property requires immediate maintenance or repair that would otherwise be COUNTY'S responsibility according to Exhibit D and RESIDENT'S operations would be negatively impacted by any delay, RESIDENT may independently contract for such maintenance or repair. In such an event, RESIDENT shall ensure that any maintenance or repair will conform to COUNTY maintenance standards, to be determined by COUNTY, and the cost of such maintenance or repair shall be allocated according to the responsibilities set forth in Exhibit D. Prior to contracting for any maintenance or repair that is COUNTY'S responsibility, RESIDENT shall provide COUNTY with notice of the emergency and an opportunity to respond to the emergency, according to the emergency contact information provided by COUNTY.

The COUNTY General Services Department shall use the monthly use fee collected on any COUNTY maintenance responsibilities if funds are available. If such collected funds are insufficient to cover COUNTY maintenance responsibilities, then payment for such maintenance shall be the responsibility of the Sheriff Department.

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

14. **ENVIRONMENTAL PROTECTION:** RESIDENT 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 RESIDENT'S acts or omissions, RESIDENT shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction thereof. RESIDENT 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 RESIDENT'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 RESIDENT and any governmental body having jurisdiction thereof. COUNTY shall indemnify, hold harmless, and defend RESIDENT 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 RESIDENT 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.

15. **TOXICS:** RESIDENT shall not manufacture or generate hazardous waste on the Premises unless specifically authorized by this Agreement. RESIDENT 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 on 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. RESIDENT 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.

16. **ENTRY BY COUNTY:** COUNTY may enter upon the Premises at prescheduled times to examine the condition thereof, provide maintenance, post notices, and make such repairs as COUNTY may deem necessary.

17. **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.

18. **NONDISCRIMINATION:** RESIDENT 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.

19. **QUIET ENJOYMENT:** COUNTY covenants that RESIDENT, 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 with or permit others acting subsequently through or under COUNTY, including other tenants of COUNTY, to interfere with RESIDENT'S peaceful possession or use of the Premises.

20. **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:

RESIDENT:	Name:	Paul Michael Weirum
	Address:	71 Newsome Street New Cuyama, CA 93254
	Telephone:	(805) 705-5671

COUNTY:	County of Santa Barbara
	Sheriff Department
	4434 Calle Real
	Santa Barbara, CA 93110
	Attention: Doug Martin

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.

21. **INDEMNIFICATION:** RESIDENT 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 RESIDENT 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.

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

22. **RENTER'S INSURANCE:** RESIDENT may obtain renter's insurance coverage for the term of this Agreement. Insurance shall cover all of RESIDENT'S personal possessions.

23. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** COUNTY and RESIDENT hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or RESIDENT, 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 RESIDENT 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.

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

25. **COMPLIANCE WITH THE LAW:** RESIDENT 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.

26. **DEFAULT:** Except as otherwise specified herein, should RESIDENT at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to RESIDENT specifying the particulars of the default and RESIDENT shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, then the rights of RESIDENT granted in 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 RESIDENT shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

27. **BREACH:** In the event RESIDENT violates any of the provisions herein and fails to remedy such violation within thirty (30) days after written notice thereof, in addition to any other rights COUNTY may be entitled to by law, COUNTY may terminate this agreement and all rights of RESIDENT hereunder and remove RESIDENT from the Premises.

28. **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.

29. **TERMINATION**: This Agreement shall terminate and all rights of RESIDENT shall cease and RESIDENT 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. After expiration of thirty (30) days written notice, which notice may be given by either party without cause; or

B. Upon expiration or termination of RESIDENT'S employment with the Sheriff Department; or

C. Upon discrimination by RESIDENT in violation of Section 18, **NONDISCRIMINATION**; or

D. Upon the failure of RESIDENT 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 26, **DEFAULT**; or

E. Upon the failure of RESIDENT to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in Exhibit C; or

F. Upon the failure of RESIDENT to maintain an overall rating of "Satisfactory" or better on their annual employee performance report; or

G. Upon the total destruction of the Premises, as provided in Section 33, **DESTRUCTION OF THE PREMISES**.

30. **ABANDONMENT OF PREMISES**: RESIDENT shall not vacate or abandon the Premises at any time during the term of this Agreement and if RESIDENT shall abandon, vacate, or surrender said Premises, any personal property belonging to RESIDENT 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.

31. **SURRENDER OF PREMISES/DISPOSITION OF PERSONAL PROPERTY**: Upon termination of this Agreement, RESIDENT shall vacate and surrender the Premises to COUNTY in good clean condition, except for ordinary wear and tear. RESIDENT shall remove all personal property prior to the termination of this Agreement and shall perform all restoration made necessary by the removal of any personal property prior to the termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to RESIDENT, elect to retain or dispose of in any manner any personal property that RESIDENT does not remove from the Premises upon 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. RESIDENT waives all claims against COUNTY for any damage to RESIDENT resulting from COUNTY'S retention or disposition of RESIDENT'S personal property. RESIDENT shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

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

32. **FIXTURES**: The parties agree that all improvements to, or fixtures on the Premises, made or added by either party, except trade fixtures added by RESIDENT 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, RESIDENT 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.

33. **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, RESIDENT may choose to remain, or may terminate this Agreement by written notice to COUNTY. Should RESIDENT choose to remain, COUNTY shall promptly repair the Premises in a timely manner.

34. **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 RESIDENT.

35. **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.

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

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

38. **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 RESIDENT and COUNTY to its terms and conditions or to carry out duties contemplated herein.

39. **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.

40. **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.

41. **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

42. **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: 71 Newsome Street
New Cuyama Sheriff Residence
APN: 149-040-009
Folio: 003340
Agent: rc

IN WITNESS WHEREOF, COUNTY and RESIDENT have executed this Agreement by the respective authorized officers and/or individuals as set forth below and to be effective on the date executed by COUNTY.

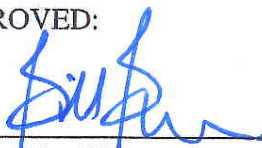
"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

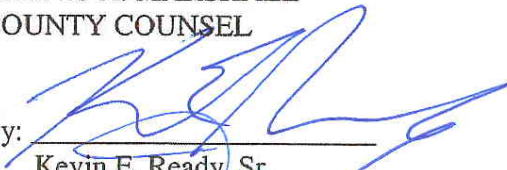
Date: _____

APPROVED:
By: 

Sheriff Department

"RESIDENT"
By: 

PAUL MICHAEL WEIRUM

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL
By: 

Kevin E. Ready, Sr.
Senior Deputy County Counsel

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

By: 

Deputy

APPROVED:
By: 

Ronn Carlentine, SR/WA
Real Property Manager

APPROVED:
By: 

Ray Aromatorio, ARM, AIC
Risk Manager