

Project: Cuyama Community Center
A.P.N: 149-040-011
Folio: 003661
Agent: DG

LEASE AGREEMENT

(NEW CUYAMA FAMILY RESOURCE CENTER)

THIS LEASE AGREEMENT (hereinafter, "Agreement") is made by and between:

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

and

CUYAMA VALLEY FAMILY RESOURCE CENTER, INC., a California non-profit corporation, hereinafter referred to as "LESSEE"

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property known as County Assessor Parcel No. 149-040-011, located at 60 Newsome Street, New Cuyama, CA 93254, in the unincorporated area of Santa Barbara County, shown as the cross-hatched area on EXHIBIT A, attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, LESSEE is a California non-profit public benefit corporation that provides Cuyama Valley residents with a variety of community programs and services, including food distribution, case management for families in need, interpretive services, adult services, youth programs, and child care; and

WHEREAS, COUNTY has determined that there is a great need for such a facility in the Cuyama Valley, and therefore intends to provide an approximately 2,935 square foot facility (hereinafter "Cuyama Valley Community Center" or "CENTER") on the Property to be used by LESSEE for the provision of those services; and

WHEREAS, COUNTY and LESSEE are executing a Service Agreement (hereinafter "Service Agreement") concurrently herewith obligating LESSEE to provide the community programs and services described therein, in exchange for LESSEE'S use of the CENTER, with a term to run concurrently with the term of this Agreement; and

WHEREAS, 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; and

WHEREAS, COUNTY has determined that the services provided by LESSEE are necessary to meet the social needs of the community, that the CENTER will not be needed for County purposes during the term of this Agreement, other than as set forth in this Agreement, and desires to make the Property and the CENTER available to LESSEE, at no cost to LESSEE, to be used to carry out the programs described above and set forth in the Service Agreement.

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

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Community Services Department, or designee, and for LESSEE by LESSEE's Executive Director, or designee (hereinafter "Directors").

2. **RIGHTS GRANTED:** COUNTY hereby grants to LESSEE and LESSEE hereby takes from COUNTY a personal and nonexclusive right to enter upon the Property to thereby access and use the CENTER, consisting of an approximately 2,935 square foot modular building, as shown on EXHIBIT B, attached hereto and incorporated herein by reference, for the purposes set forth in this Agreement. By executing this Agreement, LESSEE accepts the CENTER AS-IS, and agrees to make any alterations to the CENTER that may be required as a result of LESSEE'S use, subject to approval by COUNTY in accordance with Section 7.3 hereof. COUNTY reserves the right to use the Property and the CENTER for other purposes not inconsistent with this Agreement.

COUNTY USE OF CENTER: COUNTY hereby reserves the right to use the CENTER for the provision of programs and services it deems appropriate for the community and shall have free access to the CENTER to provide those programs and services. Shared use of the CENTER shall be coordinated between the Directors.

PARKING: LESSEE's rights shall include the nonexclusive right to use the parking areas shown on EXHIBIT B, subject to any restrictions that may be imposed by COUNTY. LESSEE acknowledges that COUNTY may relocate and reconstruct parking spaces on the Property. In the event COUNTY must restrict parking on the Property for any reason, COUNTY shall provide LESSEE prior written notice of such restriction.

3. **PURPOSE:** The purpose of this Agreement is to provide for LESSEE's use of the CENTER in exchange for LESSEE operating the CENTER, providing the services described in the Service Agreement, and coordinating other uses of the CENTER, including but not limited to other non-profit organizations providing appropriate programs and services to Cuyama Valley residents, and COUNTY's use of the CENTER. LESSEE shall be responsible for coordinating all maintenance, repair, and security of the CENTER with COUNTY.

4. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement, and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, 2033 subject to such provisions for termination as contained herein; so long as the Property is used only for LESSEE'S operations, those operations are consistent with the purpose set forth in this Agreement, and LESSEE is in compliance with the Service Agreement.

5. **RENT:** In accordance with California Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of LESSEE are a benefit to the community and in consideration of LESSEE'S performance of the Service Agreement, base rent shall be waived during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LESSEE are no longer a benefit to the community, or, should the aforementioned Government Code Section be repealed or replaced such that LESSEE no longer qualifies for the rights granted hereunder, LESSEE shall pay fair market rent for the CENTER, or terminate this Agreement upon SIXTY (60) days written notice to COUNTY.

6. **UTILITIES:** COUNTY shall provide and pay all charges for all gas, electricity, water, sewer and garbage services for the CENTER. In the event the Santa Barbara County Board of Supervisors determines that the services provided by LESSEE are no longer a benefit to the community, or, should the afore-mentioned Government Code Section be repealed or replaced such that LESSEE no longer qualifies for the rights granted hereunder, LESSEE shall, in addition to paying fair market rent for the CENTER, transfer all utility accounts into the name of LESSEE and shall pay, when due, all charges for utilities serving the CENTER; or terminate this Agreement upon SIXTY (60) days written notice to COUNTY.

COUNTY shall also provide basic phone and internet services. LESSEE shall provide custodial services. LESSEE agrees to allow COUNTY Women, Infants and Children (WIC) program access to its phone and/or data services for the purposes of communicating with the COUNTY's Wide Area Network (WAN) during scheduled use of the CENTER.

7. **MAINTENANCE AND REPAIR:**

7.1 **COUNTY'S Responsibilities:** COUNTY, through the Community Services Department, shall perform all maintenance and repair to the exterior, structural components of the building and major mechanical systems of the CENTER and the Property. All determinations as to the necessity of any repair or alteration shall be at the sole discretion of COUNTY. In the event LESSEE desires maintenance or repair not being performed by COUNTY, LESSEE may contract with an independent contractor for such repair or maintenance at LESSEE's sole expense subject to prior written approval by COUNTY.

7.2 **LESSEE'S Responsibilities:** LESSEE shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the CENTER and the surrounding grounds, including custodial services. LESSEE shall be responsible for the cost of maintenance and repair not performed by COUNTY and for ensuring that any such maintenance or repair is approved by COUNTY and performed in accordance with COUNTY maintenance standards. Upon termination or expiration of this Agreement, LESSEE shall return the CENTER to COUNTY in good order and condition, reasonable wear and tear excepted.

7.3 **Improvements/Alterations:** LESSEE accepts the CENTER AS IS, in its current condition. Any repairs, structural improvements or alterations made by LESSEE to the interior or exterior of the CENTER must receive prior written approval from COUNTY through the Community Services Director, and all costs shall be the responsibility of LESSEE. This includes the installation of any additional cable or satellite services to increase utility access (e.g., internet access).

8. **INDEMNIFICATION:** LESSEE shall defend, indemnify and save harmless the COUNTY, its officers, elected and appointed officials, agents and employees from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of, relating to, or in connection with this Agreement or occasioned by the performance or attempted performance of provisions hereof; including, but not limited to, any act or omission to act on the part of the LESSEE or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting solely 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, related to, or in connection with this Agreement.

9. **INSURANCE:** Without limiting 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.

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

All of the insurance requirements specified in this Section 9, et al, are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the insurance requirements, to require additional types of insurance coverage or higher coverage limits provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

9.1 **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers' Liability Insurance shall cover all LESSEE's employees as

defined in California Labor Code Section 3350 et seq. while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LESSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LESSEE has no employees as defined in California Labor Code Section 3350 et seq. during the entire period of this Agreement and LESSEE submits a written statement to the COUNTY stating that fact.

9.2 General and Automobile Liability Insurance. The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of LESSEE, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and LESSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles, which are operated on behalf of LESSEE pursuant to LESSEE's activities hereunder. COUNTY, its officers, elected and appointed officials, employees, and agents shall be named as Additional Insured on each policy. A copy of the endorsement evidencing that the COUNTY has been added as a named Additional Insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include 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 contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

9.3 Fire Legal Liability. LESSEE shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

9.4 Property Insurance. COUNTY shall maintain property insurance on CENTER throughout the Agreement. In the event the COUNTY enters into a self-insurance program for property coverage, the COUNTY shall include the property and CENTER in any such program.

9.5 Personal Property Insurance. LESSEE shall maintain insurance for personal effects, including supplies, furniture and is not granted personal property coverage under the COUNTY property program.

9.6 Professional Liability Insurance. If required, Professional liability insurance shall include coverage for the activities of LESSEE's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the

policy providing professional liability coverage is on a 'claims-made' form, the LESSEE is required to maintain such coverage for a minimum of three (3) years following expiration or termination of this Agreement.

10. **NON-DISCRIMINATION:** Neither party, their officers, agents or employees, in the operations to be conducted pursuant to the provisions of this Agreement will discriminate or permit discrimination against any person or class of persons by reason of race, color, age, creed, religion, ancestry, sex, or national origin or in any other manner prohibited by the laws of the United States, the State of California or any County ordinance. Non-compliance with provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, the non-offending party shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

11. **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:

LESSEE: Kim Eichert, FRC Board of Directors, President
4689 Highway 166, Unit B
New Cuyama, CA 93254
Phone: (661) 766-2369
Fax: (661) 766-2375

COUNTY: Herman Parker, Director
Community Services Department
105 E. Anapamu Street
Santa Barbara, CA 93101
Phone: (805) 568-2467
E-mail: hparker@co.santa-barbara.ca.us

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

12. **FIXTURES:** The parties agree that all fixtures on the CENTER, made or added by either party, shall be and become the property of COUNTY upon their being affixed or added to the CENTER, except trade fixtures added by LESSEE that may be removed without damage to the CENTER.

Prior to the commencement date of this Agreement, or at any time during the term, the Directors, or their designees, may prepare an inventory of fixtures, furniture and other items existing on the Property and in the CENTER, including the general condition of each, for the purpose of identifying ownership of such fixtures and items. Any fixtures installed or constructed by LESSEE may be added to the list, including a reference as to whether they may be removed by LESSEE upon termination of this Agreement.

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

14. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

15. **WAIVER:** It is understood and agreed that any waiver executed in writing by either party during the term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement. There shall be no implied waivers.

16. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE hereunder shall cease and LESSEE shall quietly and peacefully vacate the CENTER upon LESSEE's failure to cure a default as specified above, upon expiration of the term of this Agreement or any extension thereof, upon LESSEE losing appropriate licensing or accreditation, upon termination of the Service Agreement, and/or upon either party giving no less than sixty (60) days notice at any time during the term, with or without cause.

17. **USE BY COUNTY PROGRAMS:** LESSEE agrees to provide access to and use of the CENTER to COUNTY, as coordinated through the Directors.

18. **ASSIGNMENT/HYPOTHECATION/SUBAGREEMENT:** LESSEE shall not mortgage, pledge, hypothecate, sublease, assign, or encumber the CENTER or the Property or any interest therein. Any attempt to mortgage, pledge, hypothecate, sublease, assign or in any other way encumber the CENTER or the Property shall be void and without legal effect and shall constitute grounds for immediate termination, with or without notice.

SHARED USE OF CENTER: Notwithstanding the limitations set forth in this Section, LESSEE may allow other non-profit service providers to use portions of the CENTER for the provision of the programs and services described in the Service Agreement. In the event of such shared use, LESSEE shall remain responsible for the CENTER and the Property, and shall ensure that all requirements of this Agreement, including but not limited to the insurance requirements set forth in Section 9 hereof, are met.

19. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed to make LESSEE

a partner of, nor a joint venturer with COUNTY or associated in any way that is not specifically provided for in this Agreement, nor to subject either party to any obligation, loss, charge or expense.

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

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from CENTER or the Property due to LESSEE's use or occupancy, LESSEE shall remediate all of CENTER and the Property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of LESSEE's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE's use or occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence active or passive, of COUNTY.

21. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes, substances or materials on or in the CENTER or Property unless 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 disposed, stored, or transported by LESSEE, its agents, independent contractors, employees or designees on or in the CENTER or Property during the term of 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.

22. **MEDICAL WASTE:** Prior to any medical waste being generated by the services or programs provided from the CENTER or the Property, LESSEE must obtain a medical waste generator permit with the State of California and abide by all applicable federal, state and local provisions for the proper handling and disposal of said medical waste. In the event of termination of this Agreement, all medical waste must be removed and properly disposed of by the LESSEE prior to vacating the CENTER and the Property.

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

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

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

26. **SUCCESSORS IN INTEREST:** This Agreement shall bind and inure to the benefit of the parties hereto, their respective personal representatives, heirs, and successors in interest.

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

28. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties.

29. **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.

30. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, such facsimile/electronically transmitted documents shall not be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

31. **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 any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions 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.

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

33. **TAXES AND ASSESSMENTS:** This Agreement may confer a POSSESSORY INTEREST on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S use of the CENTER, may be levied upon the Property during the term of this Agreement.

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Project: Cuyama Community Center
A.P.N: 149-040-011
Folio: 003661
Agent: DG

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

COUNTY OF SANTA BARBARA

By: 
Salud Carbajal, Chair
Board of Supervisors

Date: 11-12-13

ATTEST:

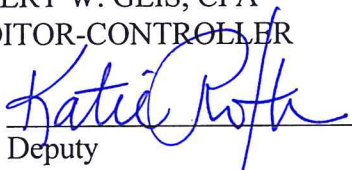
TERRI MAUS-NISICH, INTERIM COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

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

By: 
Deputy

APPROVED:

By: 
Herman D. Parker, Director
Community Services Department

APPROVED:

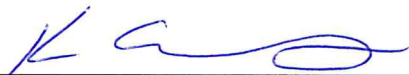
By: 
Ray Aromatorio, ARM, AIC
Risk Manager

Project: Cuyama Community Center
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Agent: DG

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

“LESSEE”

CUYAMA VALLEY FAMILY RESOURCE CENTER, INC.,
a California non-profit Corporation



Kim Eichert president
Print Name and Title

Date: 10/29/13

Print Name and Title

Date: _____