

Project: Los Prietos Residence Unit #\_\_  
APN: 153-020-002 (portion of)  
Folio: 003532  
Agent: CS

## **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

\_\_\_\_\_, a County Probation 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 Chief Probation Officer, of the Probation Department, or their designee.
2. **LOCATION:** COUNTY has entered into a Special Use Permit issued from the Los Padres National Forest Service for the operation of the Los Prietos Boys’ Camp/Los Prietos Boys’ Academy on a portion of federal land in the National Forest and identified as Assessor Parcel Number 153-020-002 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 Los Prietos Boys’ Camp Modular Unit #\_\_\_\_\_ known as 3900 Paradise Road, Santa Barbara, CA 93105 (hereinafter “Premises”) which consists of a 2 bedroom, 2 bath residential unit measuring approximately 786 square feet, a 200 square foot attached covered porch/deck, carport and surrounding yard/landscaping area, all of which is shown on Page 1 of Exhibit B, and floor plan on Page 2 of Exhibit B, attached hereto and incorporated herein by reference.
4. **HOUSING GUIDELINES AND ELIGIBILITY CRITERIA:** RESIDENT shall abide by and adhere to the terms and conditions outlined in Exhibit C the *LOS PRIETOS BOYS’ CAMP (LPBC)/LOS PRIETOS BOYS’ ACADEMY (LPBA) HOUSING GUIDELINES AND ELIGIBILITY CRITERIA* attached hereto and incorporated herein by reference.

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 Probation Department and able to meet the requirements of employment. If there is any question of who is considered "immediate family" under this section, the Probation Department shall be the authority to make that determination.

6. **TERM:** The term of this Agreement shall be year to year, so long as RESIDENT is an employee and able to meet the requirements of employment, or unless terminated by either party giving the other party thirty (30) days written notice of termination.

7. **ASSIGNMENT/SUBLETTING:** This Agreement is subject to Probation Department employment, therefore RESIDENT shall not assign this Agreement or any interest therein, and RESIDENT shall not sublet the 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 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 FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) 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, 2<sup>nd</sup> Floor, Santa Barbara, CA 93101-6065.

D. COUNTY shall provide water, sewer and trash removal services. RESIDENT shall take trash to Camp dumpsters located behind the Camp kitchen. All other utilities, e.g., propane, electricity, telephone, cable and internet service shall be ordered and paid for by RESIDENT.

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

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

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

A. Appliances:

washer	dryer
microwave	refrigerator
stove	oven
dishwasher	garbage disposal
air conditioning unit	water heater

B. Fixtures:

light bulbs	window blinds and decorative valance
fire alarm	dining room chandelier/fixture
fire sprinkler system	fire extinguishers

C. Property:

propane tank  
concrete pad (for placement of storage shed by RESIDENT)  
keys

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 Probation Department.

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 damaged or removal from the Premises of COUNTY'S appliances, fixtures and property.

11. **MAINTENANCE AND REPAIR:**

A. COUNTY'S Responsibilities: COUNTY, through its Probation 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 RESIDENT for watering/maintaining landscaping. COUNTY shall provide only such additional maintenance as is deemed necessary by COUNTY.

B. RESIDENT'S Responsibilities: RESIDENT 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. RESIDENT shall also be responsible for the landscaping surrounding the Premises and shall properly maintain, cultivate, care for, and adequately water same.

RESIDENT shall be responsible for any damage(s) to the Premises by RESIDENT, its family, guests, invitees, etc., whether damage(s) was caused intentionally or by accident.

RESIDENT, upon termination of employment, 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.

12. **FIRE SUPPRESSION SYSTEMS:** Due to the Premises being located in a national forest area, the Premises have been equipped with a sprinkler system for the purpose of fire suppression. This equipment is activated by extreme heat levels or by accidental force applied to an individual sprinkler. RESIDENT shall not tamper, or allow anyone residing in or visiting the Premises to tamper with this equipment.

13. **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 therefore. 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 therefore. 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.

14. **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 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. 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.

15. **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.

16. **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 Chief Probation Officer, or designee, may execute any amendments hereto on behalf of the COUNTY.

17. **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.

18. **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 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.

19. **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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

COUNTY:

County of Santa Barbara  
Probation Department  
117 East Carrillo Street  
Santa Barbara, CA 93101  
Attention: Michael Cleary

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.

20. **MAIL SERVICE:** RESIDENT understands that there is no U.S. Postal Service delivery at the Premises and all mail is delivered to the Los Prietos Boys’ Camp/Los Prietos

Boys' Academy main office. RESIDENT may pick up their mail at the Camp main office, or lease a post office box from the U.S. Postal Service at RESIDENT'S expense.

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. **INSURANCE**: Without limiting the RESIDENT'S indemnification of the COUNTY, RESIDENT 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 RESIDENT in default. Upon request by the COUNTY, RESIDENT 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 RESIDENT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the RESIDENT in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and RESIDENT. RESIDENT 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 RESIDENT 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.

RESIDENT 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 RESIDENT may be held responsible for payment of damages resulting from RESIDENT'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 RESIDENT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the RESIDENT'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. RESIDENT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

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 default hereunder with respect to any material covenant contained herein, COUNTY shall give written 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 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 RESIDENT shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

27. **REMEDIES**: In the event of a default or breach, subject to the cure provisions contained in Section 26, **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 28, **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 RESIDENT is the nondefaulting party, RESIDENT 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 RESIDENT'S right of possession, COUNTY shall have the right and the duty to attempt to relet the Premises for the benefit of RESIDENT upon such terms and conditions, including use fees, which RESIDENT deems reasonable. If COUNTY lawfully removes property of RESIDENT, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of RESIDENT.

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 Probation Department; or



C. Upon discrimination by RESIDENT in violation of Section 17, 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 the *LOS PRIETOS BOYS' CAMP (LPBC)/LOS PRIETOS BOYS' ACADEMY (LPBA) HOUSING GUIDELINES AND ELIGIBILITY CRITERIA* as provided in Section 4, HOUSING GUIDELINES AND ELIGIBILITY CRITERIA, or

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

**IN NO EVENT SHALL RESIDENT MAINTAIN OCCUPANCY BEYOND THE TIME DURING WHICH THEY ARE NO LONGER EMPLOYED BY THE PROBATION DEPARTMENT, OR UNABLE TO MEET THE REQUIREMENTS OF EMPLOYMENT.**

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: Los Prietos Residence Unit #\_\_  
APN: 153-020-002 (portion of)  
Folio: 003532  
Agent: CS

**IN WITNESS WHEREOF**, COUNTY and RESIDENT have executed this Agreement by the respective authorized officers and/or individual as set forth below and 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

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

"RESIDENT"

APPROVED:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Patricia J. Stewart, Chief Probation Officer  
Probation Department

\_\_\_\_\_  
(Signature)

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 FORM:

By: \_\_\_\_\_  
Ronn Carlentine  
Real Property Manager

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator



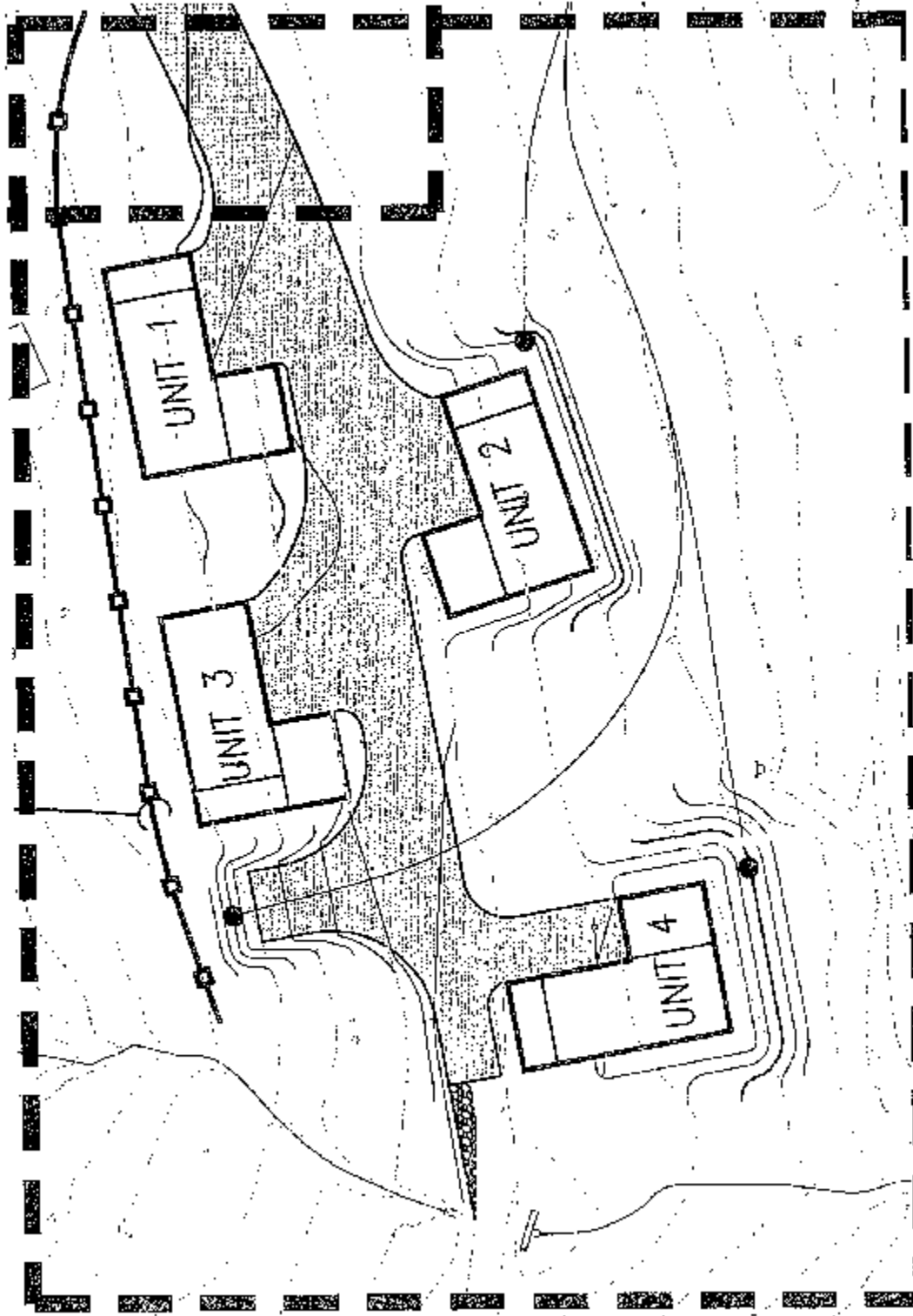


EXHIBIT B (Page 1 of 2)



EXHIBIT C  
LOS PRIETOS BOYS' CAMP (LPBC)/LOS PRIETOS BOYS ACADEMY (LPBA)  
HOUSING GUIDELINES AND ELIGIBILITY CRITERIA

**Before occupying a Camp residence, the staff tenant shall read, sign and submit a copy of the Housing Guidelines and Eligibility Criteria to the Director of the Camp.**

1. Residents must live in the house full time (four (4) days and nights or more per week-excluding out of town vacations). Houses are available only to full-time JIO, Deputy Probation Officer Sr, Supervising Probation Officer or Camp Director (Probation Manger) (peace officers).
2. Firearms are forbidden in or around the residences. All other weapons are required to be securely stored in a manner approved by the Camp manager.
3. Residents, their spouse or registered domestic partner cannot own a home, apartment or condominium and still be eligible for Camp housing. In the event a resident acquires an ownership interest in a home, apartment or condominium, the resident shall have thirty (30) days after acquiring such ownership interest to vacate the premises. A resident who does acquire an ownership interest in a home, apartment or condominium shall notify the Director in writing of such ownership acquisition.
4. The Director shall maintain, and yearly update, a list of staff requesting to live in the available housing. The Director/Deputy Chief shall have sole authority to determine which staff members shall occupy the available housing. The decision regarding which staff members will be allowed to live in the available housing shall be based solely upon the needs of the institution as determined by the Director. An employee who accepts available housing does not acquire, either expressly or implicitly, any right to live in the available housing.
5. Employees who want to live in Camp housing must submit a request in writing to the Director of the Camp.
6. Camp residents, as a condition of living in Camp housing, are required to respond to emergencies on the grounds of the facility or incidents involving Camp staff/detainees on site or in the surrounding area, including escapes, medical problems, ship outs, and vacant shifts not filled by extra-help staff.
7. When a Camp housing resident is called in, he or she must send an e-mail or leave a memo with the Director/SPO regarding the extra hours worked.
8. Under the condition of full occupancy there should be 2 resident staff on site during the majority of 3<sup>rd</sup> shift seven days a week. Schedule/compliance will be arranged by the residents. The Camp manager may become involved if there is a compliance issue or a disagreement to negotiate.
9. Residents must notify the Camp Manager of all overnight visitors. In addition, for any visitor staying longer than fourteen (14) days, the resident must submit a memo to the Director requesting permission to allow the visitor to remain for a definite period beyond the original fourteen (14) days. County insurance coverage allows only full-time Camp staff and their immediate family to utilize Camp residences.



EXHIBIT C  
LOS PRIETOS BOYS' CAMP (LPBC)/LOS PRIETOS BOYS ACADEMY (LPBA)  
HOUSING GUIDELINES AND ELIGIBILITY CRITERIA

10. Visitors and non-staff residents are required to be escorted by a resident staff member through the Camp campus. This does not apply for a non-staff resident who is entering or exiting the Camp in a motor vehicle.
11. Residents will be provided with a log book. All visitors must sign in and out in the log book. Logs will be scanned periodically to ensure compliance with this requirement. Logs would be subject to a thorough review in the event of an incident that requires visitor identification.
12. Residents, their families, and visitors may not use the recreational facilities of the Camp.
13. LPBC/LPBA laundry and kitchen facilities are off limits to residents, their families and visitors.
14. A resident must request written approval from the Director to have pets. Only one dog per permanent resident may be allowed. Residents are responsible for cleaning up after their pets and for securing them at the appropriate times. Pets shall be on a leash when outside of the fenced residence areas.
15. No more than two (2) operational vehicles (cars) shall be allowed per house. If a third vehicle is needed, the use and parking of the third vehicle at LPBC/LPBA must be approved in writing by the Director. Residents will not park or store boats, recreational vehicles, or fifth wheels/trailers on the grounds of the Camp facility.
16. Residents should be courteous in keeping the noise level down during their off-duty time.
17. Residents are responsible for their own utilities including, but not limited to: phone, propane, and electricity. Residents may use the Camp dumpsters located adjacent to the Camp kitchen. Water usage will be monitored and reasonable conservation efforts are expected to maintain compliance with USFS water usage restrictions.
18. Residents who resign, transfer or are terminated must vacate their homes within thirty (30) days from the date of resignation or transfer. (Requests for reasonable extensions may be submitted in writing to the Director.)
19. Residents can only take fallen wood from around LPBC/LPBA. Wood taken from USFS land requires the purchase of a permit.
20. Residents are responsible for landscape maintenance around their home. Landscape plans/design shall be approved by Camp Director prior to work being done. Large rocks are not to be removed from USFS land. Large rocks and boulders should not be moved on the site without the clearance of the work crew coordinator.
21. Residents are responsible for all minor repairs including, but not limited to, clogged drains, leaky facets, broken windows or other damage caused by the tenant. Tenant will properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and as sanitary as their condition permits.

EXHIBIT C  
LOS PRIETOS BOYS' CAMP (LPBC)/LOS PRIETOS BOYS ACADEMY (LPBA)  
HOUSING GUIDELINES AND ELIGIBILITY CRITERIA

22. The Probation Department Administration retains the sole right to make any housing policy changes which it determines are in the best interests of LPBC/LPBA.
23. Living in LPBC/LPBA housing is a privilege which may be revoked at any time, with or without cause, by the Director. A resident shall have thirty (30) days to vacate the premises after receipt of written notification by the Director to vacate the premises. The Director shall have the authority to grant reasonable extensions of the thirty-day time limit.
24. Failure to comply fully with LPBC/LPBA Guidelines and Eligibility Criteria or any other department or County rule, regulation or ordinance, may result in the loss of the privilege to live in Camp housing. As a courtesy only, any alleged violation of the Guidelines and Eligibility Criteria or any other department rule, regulation or ordinance which the Department may consider to terminate residency, shall first be presented to the resident in writing by the Director. The resident shall have seven (7) days from the date of the receipt of the written allegations to file a written response with the Director. The Director/Deputy Chief shall have sole authority to determine whether the resident shall be required to vacate the premises. The Director shall notify the resident within seven (7) days of receipt of the resident's response of the Administrative decision. A resident shall have thirty (30) days to vacate the premises after receipt of the written notification by the Director to vacate the premises. The Director shall have the authority to grant reasonable extensions of the thirty-day time limit. An employee shall have no right to appeal the decision of the Director/Deputy Chief.
25. An employee who accepts the privilege of living in LPBC/LPBA housing hereby acknowledges that no additional employee rights or benefits are created, either expressly or implicitly, in favor of the employee.
26. Camp housing will be appropriately cleaned and all personal belongings will be removed at the time the residence is vacated. Any damages caused by the tenant will be repaired prior to return of the residence keys to the Camp Administration.

**By signing below, employee agrees that he or she has read and understands the provisions of the LPBC/LPBA Guidelines and Eligibility Criteria and agrees to abide by such provisions as a condition for living in LPBC/LPBA housing.**

\_\_\_\_\_  
Print Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Director  
(Revised 9/13/07)

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Date