

Attachment A

ATTACHMENT A
LEASE AGREEMENT

WHEREAS, COUNTY'S Behavioral Wellness Department has leased a portion of the Property since 2016 for their behavioral well-being programs in and around the City of Santa Maria; and

WHEREAS, LESSOR and COUNTY desire to enter into this Lease Agreement (hereinafter "Agreement") to continue to lease the Premises to COUNTY, to be used by COUNTY'S Behavioral Wellness Department for mental health services for transition-age youth.

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

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

2. **LEASED PREMISES**: LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, the 5,450 square foot office space known as Suites 104, 203, and 204, the "Premises", as shown and described on Exhibit "B" & "C", attached hereto and incorporated herein by reference.

3. **PARKING**: COUNTY shall have non-exclusive use of the parking spaces on the Property. LESSOR shall be responsible for all maintenance and repair of the parking lot and landscaping.

4. **TERM**: The Term of this Agreement shall be for a period of FIVE (5) years, commencing on April 1, 2025, by the COUNTY (hereinafter "Commencement Date"), and terminating March 31, 2030, subject to such provisions for extension and termination as described herein.

5. **HOLDING OVER**: If COUNTY remains in possession of the Premises with written consent of LESSOR after the expiration of the Term, and without executing a new lease agreement, then such holding over shall be construed as a month-to-month tenancy, subject to all the conditions, provisions and obligations of this Agreement, insofar as the same are applicable to a month-to-month tenancy.

6. **RENT**: The monthly base rent for the first year of this Agreement, starting April 1, 2025, shall be EIGHT THOUSAND FOUR HUNDRED SIX DOLLARS AND EIGHTY-SIX CENTS (\$8,406.86). Rent shall begin to accrue on April 1, 2025, and shall become due and payable, in advance, on or before the first day of each calendar month of the Term. The rent due for any period which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month. On April 1, 2026, and each subsequent April 1st of each year of the term, rent shall be subject to a 3% increase, based on the prior year's rent.

In the event rent is not received by LESSOR within five (5) business days after rent payment is due, LESSOR shall provide written notice to COUNTY. Upon receipt of such written notice, COUNTY shall pay rent within 10 business days or COUNTY shall pay a 10%

late charge on the outstanding amount. COUNTY further agrees to pay ONE HUNDRED DOLLARS (\$100.00) for each dishonored bank check.

7. UTILITIES AND JANITORIAL SERVICES: COUNTY shall be responsible for payment of utilities serving the Premises including water, sewer, electricity, gas, and data and telephone services, and shall pay all charges when due with the exception of the gas bill for Suite 203 that will be billed annually by the owners to BWell. The bill will be split by the square footage used by each tenant. Additionally, COUNTY shall arrange and pay for any janitorial services to the Premises. LESSOR shall be responsible for all reasonable costs directly associated with the maintenance and operation of the exterior portions of the Property, including but not limited to property insurance and taxes, landscaping, trash, and recycling services

8. COUNTY'S USE/RIGHT TO SUBLEASE: COUNTY shall use and occupy the Premises for COUNTY'S Department of Behavioral Wellness or other related COUNTY business or services, or any other legal use which is reasonably comparable thereto, and for no other purpose. COUNTY shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, or waste. COUNTY shall have the right to sublease space within the Premises to governmental and other agencies that provide services to the public provided COUNTY gives notice to LESSOR of any such sublease along with copies thereof. Said subleases (if any) shall be subject to the terms and conditions of this Agreement. Other than the foregoing, COUNTY shall not assign this Agreement or sublet the Premises or any portion thereof without the consent of LESSOR, which consent shall not be unreasonably withheld.

9. NONAPPROPRIATION: LESSOR understands that monies paid to LESSOR by COUNTY as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify LESSOR of such occurrence and COUNTY shall have the right to terminate this Agreement during the Term or any extended term, provided that COUNTY has used its best efforts to obtain appropriations to fulfill its obligations under this Agreement. Termination shall be effective upon the expiration of six (6) calendar months after the termination notice is delivered by COUNTY to LESSOR, and the liability of the parties hereunder for further performance under the terms of the Agreement, except as otherwise set forth in this Section and in Section 20, **INDEMNIFICATION**, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination or that are intended to survive the termination.

10. TENANT IMPROVEMENTS:

- a) General Provisions. COUNTY and LESSOR agree that COUNTY may, at a later date, wish to conduct tenant improvements to the Premises and that COUNTY and LESSOR will work together on such tenant improvements. Tenant Improvements shall be defined as customized alterations to the Premises to configure the space to fit the specific needs of COUNTY. Any Tenant Improvement to the Premises shall be detailed in a separate agreement, where such agreement must be agreed to and executed by both parties prior to

the commencement of any construction.

b) Approved COUNTY Installations. Under the supervision of LESSOR, LESSOR authorizes COUNTY to pay for and install floor coverings and baseboards to the Premises, along with voice and data communication systems as further described below.

c) ADA Compliance. All Tenant Improvements must comply with the Americans with Disabilities Act (ADA) requirements and must conform to: (1) Approved Floor Plans; (2) the City of Santa Maria Building Code; and (3) any permit(s) issued by the City of Santa Maria or other applicable regulatory agency.

d) COUNTY'S Communication System. COUNTY shall independently contract to install and maintain voice and data communication systems within the Premises to COUNTY standards. COUNTY shall pay the cost of all equipment, installation, maintenance, and monthly charges for said internal systems. All voice and data communication equipment and wiring installed by COUNTY shall be the property of COUNTY.

e) Ownership of Tenant Improvements. Upon termination of this Agreement and/or vacation of the Premises by COUNTY, all Tenant Improvements and alterations made by LESSOR in accordance with the provisions of this Agreement shall remain the property of the LESSOR and COUNTY shall relinquish possession with all such improvements in good condition and repair with only reasonable wear and tear; gradual deterioration due to normal use and exposure to the elements over time.

11. FIXTURES: The parties agree that all improvements to, or fixtures on the Premises, made or added by either party, that has become attached to and considered as part of the Premises, shall be and become the property of LESSOR upon their being affixed or added to the Premises. Trade fixtures, which are defined as articles of personal property that are fastened to the Premises and used for COUNTY'S business purposes, may be removed, without damage to the Premises, upon expiration or termination of this Agreement.

12. ALTERATIONS: COUNTY agrees that no alterations, improvements, or any construction within the Premises will be made without the prior written consent of the LESSOR which consent shall not be unreasonably withheld provided the alteration or improvement is consistent with the design and long-term use of the Property. LESSOR reserves the right to post notices of non-responsibility on the Premises.

In the event COUNTY desires alterations or improvements made to the Premises, LESSOR shall have the option to make the alterations or improvements or grant COUNTY the right to make the alterations or improvements under LESSOR'S direction. If LESSOR consents to making the alternations or improvements, LESSOR shall provide a price and timetable for all such work requested, and detail all work in a separate tenant improvement agreement. Approval by COUNTY of the requested work may be granted by the Director. In the event LESSOR undertakes the alteration, LESSOR shall, to the extent required by law, comply with all provisions of public contract law, and Section 27, PREVAILING WAGE RATES, hereof. Payment by COUNTY for alterations shall be made within thirty (30) calendar days following

COUNTY'S inspection and acceptance of the alteration.

13. SIGNS: LESSOR shall allow COUNTY to install reasonable signage on the Property and Premises, at COUNTY'S sole cost and expense provided such signage complies with all applicable city and COUNTY requirements. COUNTY shall remove all signage at its sole cost and expense upon termination of this Agreement.

14. PROPERTY SUPPLIED BY COUNTY: It is understood and agreed that COUNTY may install additional equipment and systems, such as, but not limited to security, water purification, data, and telephones, as well as using and installing lateral files that are required to be installed with anchors into the building walls in order to comply with safety standards. COUNTY shall pay the cost of all equipment, installation, maintenance, and monthly charges for such internal systems. All such equipment and systems shall remain the property of COUNTY and shall be removed by COUNTY upon termination of this Agreement. COUNTY shall restore all walls to their condition at occupancy, reasonable wear and tear excepted.

15. MAINTENANCE AND REPAIR: LESSOR and COUNTY agree to perform maintenance and repair to the Premises and appurtenances as follows:

a) **LESSOR'S Responsibilities:** Throughout the term of this Agreement, LESSOR shall maintain all mains, wires (other than wiring installed by COUNTY), and cables to the Premises. LESSOR will contract and pay for major repair or replacement of the HVAC system, the roof and structural elements of the Property as well as all plumbing, electricity and utility systems, all exterior surfaces, landscaped areas, and parking lot (COUNTY shall maintain and repair all wiring and cabling installed by COUNTY). LESSOR shall retain qualified service providers to perform regular maintenance on all exterior surfaces as LESSOR reasonably determines to be necessary or appropriate to maintain the exterior of the Property in good condition and repair.

LESSOR shall keep the Premises in good order and repair as LESSOR'S responsibilities are set forth herein. LESSOR shall, upon receipt of notice from COUNTY that maintenance or repair work is required, perform or cause to be performed such maintenance, and repair work in a competent, expeditious, and workman-like manner and in such a way as to cause the least inconvenience and disruption to COUNTY as may be commercially practicable.

LESSOR shall have ten (10) business days after notice from COUNTY to make repairs and/or provide maintenance pursuant to this Section, except that LESSOR shall make repairs within one (1) workday if the nature of the problem presents a hazard or emergency. If LESSOR does not make repairs within the time limits specified, COUNTY may make such repairs and LESSOR shall reimburse COUNTY for the cost thereof.

b) **COUNTY'S Responsibilities:** COUNTY, through its Department of Behavioral Wellness shall, at its sole cost and expense, keep and maintain in good condition and repair all exterior signs, and service, repair, and general maintenance of the heating, ventilation and air conditioning equipment (HVAC) and all interior portions of the Premises, including replacement of light bulbs, coded entry and security systems, thermostats, stoppages in sinks and toilets, plate glass, display windows and glass doors. COUNTY shall repair any

damage caused by negligent acts or omissions of COUNTY or its employees, agents, invites or contractors within a reasonable period of time after the occurrence or in any case within thirty (30) calendar days after receipt of notice from LESSOR. Upon termination or expiration of this Agreement, COUNTY will return the Premises to LESSOR, with those items in good order, reasonable wear and tear excepted.

16. AMENDMENTS: This Agreement may be amended by written consent of both parties. Said amendments, once fully executed, shall be binding upon heirs, successors, and assigns of all parties hereto.

17. NONDISCRIMINATION: LESSOR and COUNTY in their respective operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or COUNTY ordinance.

Noncompliance with provisions of this article shall constitute a material breach hereof 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 therefor.

18. QUIET ENJOYMENT: LESSOR covenants that COUNTY, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. LESSOR further covenants that it will not deliberately interfere or permit others acting subsequently through or under LESSOR to deliberately interfere with COUNTY'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:

COUNTY: County of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road, Bldg. 3
Santa Barbara, CA 93110
Attn: Facilities Manager
(805) 681-4401

with a copy to:

County of Santa Barbara
General Services Dept/Real Property Div.
260 N. San Antonio Road, 2nd Floor
Santa Barbara, CA 93110
Attn: Real Property Manager

LESSOR: Francis D. Freda and Alida Freda
345 Ridgecrest Drive
Santa Barbara, CA 93108
(805) 969-7500

or at such address as the respective party may designate in writing. Any notice may be given by use of the United States Postal Service, prepaid certified mail, overnight courier, email if receipt is confirmed or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, or in the case of email, the date receipt is confirmed, shall constitute the date of service.

20. INDEMNIFICATION: Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, volunteers and agents (the “Indemnitee”) against any and all claims, damages, costs, liabilities, and expense, including attorney’s fees, arising from or attributable to the Indemnifying Party’s negligent acts or omissions and intentional misconduct in connection with this Agreement which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party’s breach of its responsibilities under this Agreement.

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

Minimum Scope of Insurance for both Parties to the Agreement. Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL). Insurance on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- B. Automobile Liability. Insurance covering any auto with policy limits no less than \$2,000,000 per accident for bodily injury and property damage.
- C. Workers’ Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Property Insurance: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

22. 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 (21) 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.

23. REMEDIES: In the event of a default or breach by either party, the non-defaulting party may exercise any right or remedy at law or in equity which such non-defaulting party may have by reason of such default or breach including but not limited to the following:

- a) The non-defaulting party may waive the default or breach in accordance with Section 24, WAIVER, herein below.
- b) The non-defaulting 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 COUNTY is the non-defaulting party, COUNTY may terminate this Agreement and surrender possession.
- d) Where LESSOR is the non-defaulting , LESSOR may terminate this Agreement.
- e) In the event of termination by either party, the rights and obligations of the parties shall cease and terminate.

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

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

- a) At the expiration of the Term as provided in Section 4, TERM;
- b) Upon termination of funding as stated in Section 9, NONAPPROPRIATION, and COUNTY'S exercise of its right to terminate;
- c) Upon discrimination by LESSOR in violation of Section 17, NONDISCRIMINATION, and COUNTY'S exercise of its right to terminate;
- d) Upon the failure of either party 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 23, DEFAULT; or
- e) Upon the total destruction of the Premises, as provided in Section 28, DESTRUCTION OF THE PREMISES.

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

27. PREVAILING WAGE RATES: Rates of Wages, including overtime, holiday, and Sunday rates provided for construction work on the Premises as requested by, or completed on behalf of, COUNTY may be subject to California Labor Code, Sections 1770 et. seq., as amended. If so required, LESSOR shall, if it hires any employees after the Commencement Date of this

Agreement to work at the Property, pay no less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the General Services Department.

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

If a loss renders any portion of the Premises unusable, COUNTY may choose to remain or may terminate this Agreement by written notice to LESSOR. Should COUNTY choose to remain, LESSOR shall promptly repair the Premises within ninety (90) calendar days of the casualty.

If COUNTY remains in possession of the Premises despite partial destruction, the rent provided in this Agreement shall be reduced by the same percentage that usable floor space has been reduced until the destroyed portion is rebuilt to its condition prior to the casualty.

29. OBLIGATIONS TO SECURED LENDER/FORECLOSURE: In case of a foreclosure or other proceeding by which the lender or its successor takes title to the Premises, COUNTY will accept the lender or its successor as the lawful landlord in place of LESSOR. COUNTY shall provide such estoppel or attornment certificates as the lender, or successor may require, without subordination to this Agreement.

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

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

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

33. 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.

34. ELECTRONICALLY/FACSIMILE 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, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the COUNTY until such documents bearing original signatures are received by COUNTY.

35. AGENCY DISCLOSURE: LESSOR acknowledges that the General Services Department, Real Property Division of COUNTY, is the agent for the COUNTY exclusively, and is neither the agent for the LESSOR nor a dual agent in this transaction.

36. 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 COUNTY and LESSOR to its terms and conditions or to carry out duties contemplated herein.

37. ENTIRE AGREEMENT: This Agreement, including all exhibits and attachments hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties either or written, of any character or nature hereafter binding except as set forth herein.

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(COUNTY AND LESSOR SIGNATURES ON FOLLOWING PAGE)

Project: Behavioral Wellness TAY Program
2370 Skyway Drive, Suite 104, 203 &
204, Santa Maria, CA
APN: 111-051-024
File No.: 003803
Agent: DH

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY ("Effective Date").

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA

By: _____
Sheila De La Guerra
Deputy Clerk

By: _____
Laura Capps, Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

Signed by:
Tyler Sprague
0AC56B8DE45F483...

By: _____
Tyler Sprague
Deputy County Counsel

DocuSigned by:
APPROVED:
Kirk Lagerquist
REAL PROPERTY DIVISION
19AEDA90054E4CE...

By: _____
Kirk A. Lagerquist, Director
General Services Department

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
05F555F00269466...

By: _____
Greg Milligan
Risk Manager

DocuSigned by:
APPROVED AS TO CONTENT:
Antonette Navarro

2095C5A16FE1474...
By: _____
Antonette Navarro, Director
Behavioral Wellness Department

APPROVED AS TO CONTENT:
REAL PROPERTY DIVISION

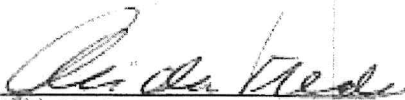
DocuSigned by:
James Cleary
A744E3ED21AD440...

By: _____
James Cleary
Interim Real Property Manager

APPROVED AS TO ACCOUNTING
FORM:
BETSY M. SCHAFFER, C.P.A.
AUDITOR-CONTROLLER

Signed by:
C. Edwin Price, Jr.
A99ED5BD71D04FB...
By: _____
C. Edwin Price, Jr.
Deputy Auditor-Controller

"LESSOR"
FRANK AND ALIDA FREDA

By: 
Alida Freda


By: 
Francis D. Freda

Exhibit A

"The Property"
2370 Skyway Drive, Santa Maria CA 93455

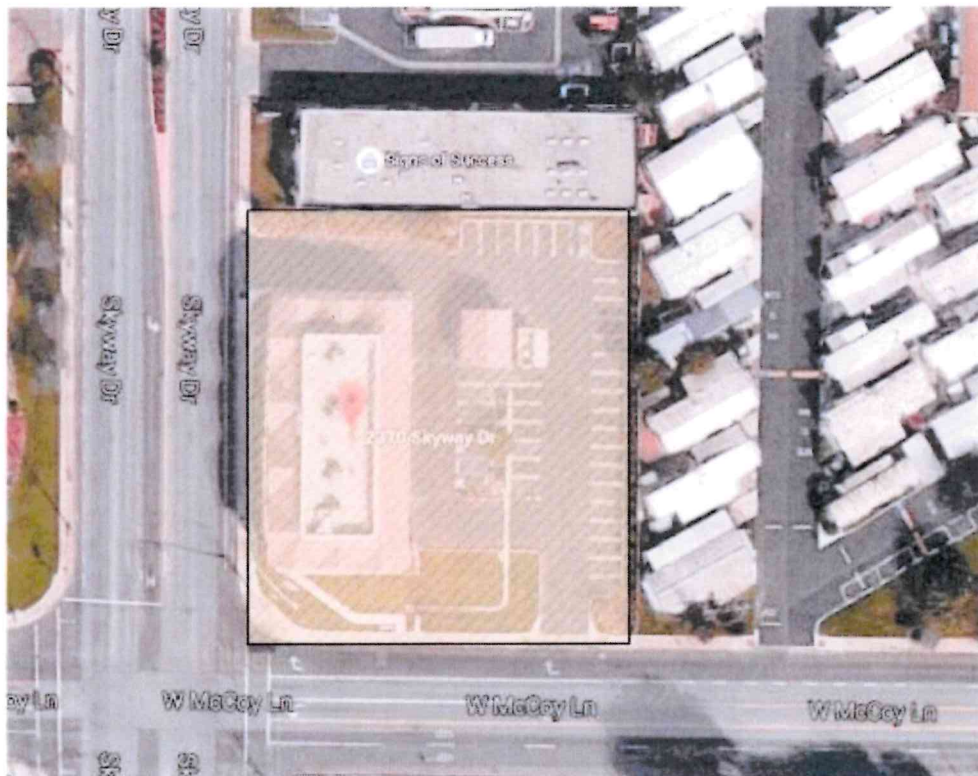


Exhibit B
"The Premises"
Suites 104/204

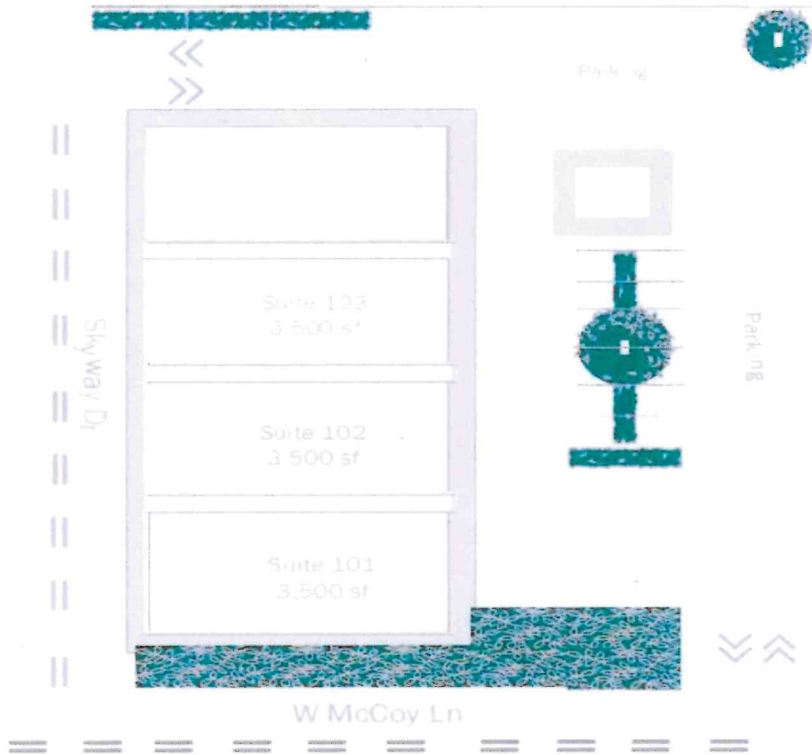


Exhibit "C"

"The Premises"

**Suite 203 (Second story of Suite 103)
Containing approximately 1,950 sf**

