

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



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

Agenda Number:
Prepared on: 12/08/03
Department Name: General Services
Department No.: 063
Agenda Date: 01/06/04
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Ronald S. Cortez, Director
General Services Department

STAFF CONTACT: Ronn Carlentine, SR/WA
Real Property Manager (568-3078)

SUBJECT: Air Pollution Control District Storage Lease Agreement Folio: YR 3451
Santa Barbara County Association of Governments Lease Agreement YH 3450
Second Supervisorial District

Recommendation(s):

That the Board of Supervisors:

- A. Execute in duplicate the Lease Agreement between the County of Santa Barbara and the Santa Barbara County Air Pollution Control District (APCD) for the leasing of a portion of county owned property identified as Building 13 located in the Calle Real Campus, in the unincorporated area of Santa Barbara County, for a period of fifteen (15) years, commencing on January 1, 2004. APCD will be paying \$1,140.65 in monthly rent for 1,400 square feet of storage space for the duration of the term.
- B. Execute in duplicate the Lease Agreement between the County of Santa Barbara and the Santa Barbara County Association of Governments (SBCAG) for the leasing of a portion of county owned property identified as Building 13 located in the Calle Real Campus, in the unincorporated area of Santa Barbara County, for a period of fifteen (15) years, commencing on January 1, 2004. SBCAG will be paying \$488.85 in monthly rent for 600 square feet of storage space for the duration of the term.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 1. An Efficient Government Able to Respond Effectively to the Needs of the Community.

Subject: Air Pollution Control District Storage Lease; Second Supervisorial District
SB Association of Governments Storage Lease; Second Supervisorial District
Agenda Date: January 6, 2004
Page 2

Executive Summary and Discussion: On January 14, 2003, your Board executed two separate Lease Agreements with the Air Pollution Control District and Santa Barbara Association of Governments for a portion of the newly built Casa Nueva Building on the county-owned property at 260 North San Antonio Road, also known as the “Calle Real Campus”, in the unincorporated area of Santa Barbara County. Since moving into Casa Nueva, APCD and SBCAG have a need for additional storage space in the vicinity of their new offices.

Aegis Medical Inc. operated a methadone clinic at Building 13 for many years. Aegis Medical Inc. vacated this building earlier this year. Building 13 is currently vacant and consists of approximately 2,000 square feet. APCD and SBCAG have requested use of the building for storage. Having no immediate plans for Building 13, the County is agreeable to leasing it to APCD and SBCAG for a term of 15 years. APCD and SBCAG will share the approximately 2,000 square foot building. APCD will use 1400 square feet, or 70% of the total available space for a monthly rent amount of \$1,140.65. SBCAG will use 600 square feet, or 30% of the total available space for a monthly rent amount of \$488.85. APCD and SBCAG have agreed to accept the premises in its current condition and take full responsibility for maintenance and repair for the duration of the term.

On December 1, 2003, the proposed APCD and SBCAG storage leases were presented to the Debt Advisory Committee (DAC). The DAC acknowledged and supported this leasing arrangement.

Mandates and Service Levels:

No change.

Fiscal and Facilities Impacts:

The revenue generated by the rental payments will be applied to finance the COPs approved for issuance by your Board on November 6, 2001 and issued on December 1, 2001. The rental payments shall be collected by the General Services Department, Real Estate Services Section and forwarded to the dept service on the COPs. The County shall be responsible for utilities.

Special Instructions:

After Board action, distribute as follows:

- | | |
|---|---|
| 1. Original executed APCD and SBCAG Leases | - Board's Official File |
| 2. Duplicate original executed APCD and SBCAG Leases & Minute Order | - Attn: Connie Smith, GS/Facilities Svcs Div, Courthouse Annex, 2 nd floor |

Project: APCD: Campus Bldg. #13
APN: 059-140-029
Folio: YR 3451
Agent: CS

LEASE AGREEMENT

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

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

and

AIR POLLUTION CONTROL DISTRICT, a
special district, hereinafter referred to as
"DISTRICT,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 217 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter "Property") and as shown on Exhibit A, attached hereto and incorporated herein by reference, and the building thereon commonly known as Campus Building #13 (hereinafter "Building"), as shown on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and DISTRICT entered into a lease agreement for office space in the newly built Casa Nueva dated January 14, 2003 (hereinafter "Casa Nueva Lease"), and DISTRICT has a need for storage space in the vicinity of their new office; and

WHEREAS, COUNTY and DISTRICT now desire to execute this Agreement for the purpose of leasing a portion of the Building to DISTRICT, to be used for storage space.

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

1. **TRUTH OF RECITALS**: The above recitals are true and correct.
2. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the COUNTY'S General Services Department, and for DISTRICT by the Air Pollution Control Officer of the DISTRICT (hereinafter sometimes collectively referred to herein as "Directors").
3. **LEASED PREMISES**: COUNTY hereby leases to DISTRICT and DISTRICT hereby takes from COUNTY, a portion of the approximately 2,000 square foot Building. The portion to be

leased by DISTRICT shall consist of approximately 1,400 square feet, or 70% of the Building space, (hereinafter "Premises"). The Building shall be shared solely by DISTRICT and the Santa Barbara County Association of Governments (hereinafter "SBCAG"), and shall be used strictly for storage purposes only, any other use shall be in conflict with this Agreement.

4. **TERM:** The term of this Agreement shall be for a period of fifteen years, commencing January 1, 2004, (hereinafter "Commencement Date") and shall expire on December 31, 2019, subject to the provisions for termination and extension herein contained. Notwithstanding the aforementioned, this Agreement shall terminate, concurrently with either the termination or expiration of the Casa Nueva Lease.

5. **CONVERSION TO YEAR-TO-YEAR:** Should DISTRICT occupy the Premises after the expiration or termination of this Agreement, or any extension thereof, with the consent of COUNTY, expressed or implied; such possession shall be construed as a tenancy from year-to-year, and DISTRICT shall continue to provide the same consideration as specified herein. Such annual tenancy may be terminated by either party upon one year written notice given at any time during the year.

6. **RENT:** Rent for the term of this Agreement shall be \$1,140.65 per month. Rent shall not be subject to a cost of living adjustment. Rent payments to COUNTY shall commence on the Commencement Date, and shall be payable in advance on or before the first (1st) day of each and every calendar month thereafter, except as provided herein. The rent due for any period, which is for less than one (1) calendar month shall be prorated, based upon a thirty- (30) day month.

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

DISTRICT ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE BUILDING, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY DISTRICT.

8. **ALTERATIONS AND CONSTRUCTION:** Except as otherwise provided for herein, any exterior or interior construction or alteration proposed by DISTRICT in, on, or about the Building, or Premises shall be requested by DISTRICT in written form with proposed plans and specifications prior to any construction or alterations. COUNTY, through its General Services Department, shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this Section. Such approval shall not be unreasonably withheld.

Any such COUNTY approval shall be deemed conditioned upon DISTRICT acquiring all legally necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of any work, and DISTRICT'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. DISTRICT shall give COUNTY'S General Services Department, or designee, not less than ten (10) days written notice prior to the commencement of any such work

in, on, or about the Building or Premises; and COUNTY shall have the right to post Notices of Nonresponsibility, as provided by law.

During any such construction or alteration, DISTRICT shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for DISTRICT or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by DISTRICT under the provisions of this Agreement, DISTRICT shall inform COUNTY of the date of completion of such improvements.

9. MAINTENANCE AND REPAIR:

DISTRICT (and SBCAG through a separate agreement) shall, at its sole cost and expense, keep and maintain in good condition and repair the interior and exterior of the Premises. Upon termination or expiration of this Agreement, DISTRICT will return the Premises to COUNTY in good order, reasonable wear and tear excepted. Notwithstanding the above, the DISTRICT is not required to return any section or component of the building to the COUNTY in a better condition than it is conveyed to DISTRICT at the Commencement Date.

The exterior landscaping of the Building shall be maintained by DISTRICT and by SBCAG per a separate agreement.

10. UTILITIES: COUNTY shall be responsible for payment of electrical, water and sewer services to the Building.

11. NONDISCRIMINATION: DISTRICT 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 therefor.

12. QUIET ENJOYMENT: COUNTY covenants that DISTRICT, 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 DISTRICT'S peaceful possession or use of the Premises.

13. 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:

DISTRICT: Santa Barbara County
Air Pollution Control District
260 North San Antonio Road
Santa Barbara CA 93110-1316
Attention: Business Manager

COUNTY: County of Santa Barbara
 General Services Department
 1100 Anacapa Street
 Santa Barbara, CA 93101-6065
 Attention: Real Estate Services Section

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.

14. **INDEMNIFICATION**: DISTRICT shall defend, indemnify, and save harmless COUNTY, its officers, agents, employees and contractors 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 DISTRICT or its agents, employees, or independent contractors.

COUNTY shall defend, indemnify, and save harmless DISTRICT, its officers, agents, employees and contractors 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 COUNTY, its agents, employees, or independent contractors.

15. **INSURANCE**: Without limiting the DISTRICT'S indemnification of the COUNTY, DISTRICT 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 DISTRICT in default. Upon request by the COUNTY, DISTRICT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. **Workers' Compensation Insurance**: Statutory Workers' Compensation and Employers Liability Insurance shall cover all DISTRICT'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event DISTRICT 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 DISTRICT has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and DISTRICT submits a written statement to the COUNTY stating that fact.

B. **General and Automobile 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 DISTRICT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the DISTRICT in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and DISTRICT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated

on behalf of DISTRICT pursuant to DISTRICT'S activities hereunder. 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 and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY. Said policy or policies shall include a 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 non-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."

If the policy providing liability coverage is on a 'claims-made' form, the DISTRICT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted 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.

DISTRICT 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 DISTRICT may be held responsible for payment of damages resulting from DISTRICT'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 DISTRICT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the DISTRICT'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the 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 this 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. DISTRICT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

C. Personal Property Insurance. DISTRICT shall maintain property insurance for its personal property, including but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

16. MUTUAL WAIVER OF SUBROGATION RIGHTS: COUNTY and DISTRICT hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or DISTRICT, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Building 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 DISTRICT 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.

17. **ENVIRONMENTAL PROTECTION**: DISTRICT 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 Building attributable to DISTRICT'S acts or omissions, DISTRICT shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. DISTRICT 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 DISTRICT'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 Building attributable to COUNTY'S acts or omissions, COUNTY shall clean all property affected to the satisfaction of DISTRICT and any governmental body having jurisdiction therefor. COUNTY shall indemnify, hold harmless, and defend DISTRICT 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 DISTRICT 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.

18. **TOXICS**: DISTRICT shall not manufacture or generate hazardous waste in the Building unless specifically authorized by this Agreement. DISTRICT 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 Building 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. DISTRICT 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.

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

20. **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 nondefaulting 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 thirty (30) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than thirty (30) 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.

21. **REMEDIES:** In the event of a default or breach by either party, subject to the cure provisions contained in Section 20, 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 22, 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 DISTRICT is the nondefaulting party, DISTRICT 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 DISTRICT'S right of possession, COUNTY shall have the right and the duty to attempt to relet the Premises for the benefit of DISTRICT upon such terms and conditions, including rent, which DISTRICT deems reasonable. If COUNTY lawfully removes property of DISTRICT, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, DISTRICT.

22. **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 of a like or any other provision of this Agreement.

23. **TERMINATION:** Unless extended as provided for in Section 5, CONVERSION TO YEAR-TO-YEAR, this Agreement shall terminate and all rights of DISTRICT shall cease and DISTRICT shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. At the expiration or termination of the Casa Nueva Lease;

B. At the expiration of the term as provided in Section 4, TERM of this Agreement;

C. After expiration of the initial term, upon one year written notice given by either party, which notice may be given without cause;

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 20, DEFAULT; or

E. Upon the total destruction of the Building, as provided in Section 27, DESTRUCTION OF THE PREMISES.

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

25. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, DISTRICT shall vacate and surrender the Premises to COUNTY in good condition, except for ordinary wear and tear. DISTRICT shall remove all its personal property prior to the expiration or termination of this Agreement and shall perform all restoration made necessary by the removal of any trade fixtures or personal property prior to the expiration or termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to DISTRICT, elect to retain or dispose of in any manner any trade fixture(s) or personal property that DISTRICT does not remove from the Premises upon expiration or termination of this Agreement. Title to any such trade fixture(s) or personal property that COUNTY elects to retain or dispose of following expiration of the thirty (30) day period shall vest in COUNTY. DISTRICT waives all claims against COUNTY for any damage to DISTRICT resulting from COUNTY'S retention or disposition of any such trade fixture(s) or DISTRICT'S personal property. DISTRICT shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

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

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

27. **DESTRUCTION OF THE PREMISES**: If the Building is totally destroyed by fire or any other cause, this Agreement, at the option of DISTRICT, shall terminate.

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

If DISTRICT chooses to remain 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 section is rebuilt to its condition prior to the casualty.

28. **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 DISTRICT.

29. **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.

30. **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.

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

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

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

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

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

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

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

Project: APCD: Campus Bldg. #13
APN: 059-140-029
Folio: YR 3451
Agent: CS

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

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:

By: _____
Ronn Carlentine SR/WA
Real Estate Services Manager

By: _____
John A. Forner, M.B.A., A.R.M.
Risk Manager

(DISTRICT Signature page)

"DISTRICT"
SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT,
STATE OF CALIFORNIA

ATTEST:
DOUGLAS W. ALLARD
CLERK OF THE DISTRICT BOARD

By: _____
Chairperson

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Deputy

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

By: _____
Deputy

APPROVED AS TO FORM:
JOHN A. FORNER, M.B.A., A.R.M.

By: _____

Project: SBCAG: Campus Bldg. #13
APN: 059-140-029
Folio: YH 3450
Agent: CS

LEASE AGREEMENT

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

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

and

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS, hereinafter referred
to as "SBCAG,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 217 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter "Property") as shown on Exhibit A, attached hereto and incorporated herein by reference, and the building thereon commonly known as Campus Building #13 (hereinafter "Building"), as shown on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and SBCAG entered into a lease agreement for office space in the newly built Casa Nueva dated January 14, 2003 (hereinafter "Casa Nueva Lease"), and SBCAG has realized a need for storage space in the vicinity of their new office; and

WHEREAS, COUNTY and SBCAG now desire to execute this Agreement for the purpose of leasing a portion of the Building to SBCAG, to be used for storage space.

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

1. **TRUTH OF RECITALS**: The above recitals are true and correct.
2. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the COUNTY'S General Services Department, and for SBCAG by the Executive Director of the SBCAG (hereinafter sometimes collectively referred to herein as "Director").

3. **LEASED PREMISES:** COUNTY hereby leases to SBCAG and SBCAG hereby takes from COUNTY, a portion of the approximately 2,000 square foot Building. The portion to be leased by SBCAG, shall consist of approximately 600 square feet, or 30% of the Building space, (hereinafter "Premises"). The Building shall be shared solely by SBCAG and the Santa Barbara County Air Pollution Control District (hereinafter "DISTRICT"), and shall be used strictly for storage purposes only, any other use shall be in conflict with this Agreement.

4. **TERM:** The term of this Agreement shall be for a period of fifteen years, commencing January 1, 2004, (hereinafter "Commencement Date") and shall expire on December 31, 2019, subject to the provisions for termination and extension herein contained. Notwithstanding the aforementioned, this Agreement shall terminate or expire, whichever the case may be, concurrently with the termination or expiration of the Casa Nueva Lease.

5. **CONVERSION TO YEAR-TO-YEAR:** Should SBCAG occupy the Premises after the expiration date of this Agreement, or any extension thereof, with the consent of COUNTY, expressed or implied; such possession shall be construed as a tenancy from year-to-year, and SBCAG shall continue to provide the same consideration as specified herein. Such annual tenancy may be terminated by either party upon one year written notice given at any time during the year.

6. **RENT:** Rent for the term of this Agreement shall be \$488.85 per month. Rent shall not be subject to a cost of living adjustment. Rent payments to COUNTY shall commence on the Commencement Date, and shall be payable in advance on or before the first (1st) day of each and every calendar month thereafter, except as provided herein. The rent due for any period, which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month.

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

SBCAG ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE BUILDING, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY SBCAG.

8. **ALTERATIONS AND CONSTRUCTION:** Except as otherwise provided for herein, any exterior or interior construction or alteration proposed by SBCAG in, on, or about the Building, or Premises shall be requested by SBCAG in written form with proposed plans and specifications prior to any construction or alterations. COUNTY, through its General Services Department, shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this Section. Such approval shall not be unreasonably withheld.

Any such COUNTY approval shall be deemed conditioned upon SBCAG acquiring all legally necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of any work, and SBCAG'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. SBCAG shall give COUNTY'S General Services Department, or designee, not

less than ten (10) days written notice prior to the commencement of any such work in, on, or about the Building or Premises; and COUNTY shall have the right to post Notices of Nonresponsibility, as provided by law.

During any such construction or alteration, SBCAG shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for SBCAG or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by SBCAG under the provisions of this Agreement, SBCAG shall inform COUNTY of the date of completion of such improvements.

9. **MAINTENANCE AND REPAIR:**

SBCAG (and DISTRICT through a separate agreement) shall, at its sole cost and expense, keep and maintain in good condition and repair the interior and exterior of the Premises. Upon termination or expiration of this Agreement, SBCAG will return the Premises to COUNTY in good order, reasonable wear and tear excepted. Notwithstanding the above, SBCAG is not required to return any section or component of the building to the COUNTY in a better condition than it is conveyed to SBCAG at the Commencement Date.

The exterior landscaping of the Building shall be maintained by SBCAG and DISTRICT per a separate agreement.

10. **UTILITIES:** COUNTY shall be responsible for payment of electrical, water and sewer services to the Building.

11. **NONDISCRIMINATION:** SBCAG 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 therefor.

12. **QUIET ENJOYMENT:** COUNTY covenants that SBCAG, 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 SBCAG'S peaceful possession or use of the Premises.

13. **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:

| | |
|--------|---|
| SBCAG: | Santa Barbara County Association of Governments 260 North San Antonio Road Santa Barbara CA 93110-1316 Attention: Administrative Services Officer |
|--------|---|

COUNTY: County of Santa Barbara
 General Services Department
 1100 Anacapa Street
 Santa Barbara, CA 93101-6065
 Attention: Real Estate Services Section

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.

14. **INDEMNIFICATION:** SBCAG shall defend, indemnify, and save harmless COUNTY, its officers, agents, employees and contractors 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 SBCAG or its agents, employees, or independent contractors.

COUNTY shall defend, indemnify, and save harmless SBCAG, its officers, agents, employees and contractors 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 COUNTY, its agents, employees, or independent contractors.

15. **INSURANCE:** Without limiting the SBCAG'S indemnification of the COUNTY, SBCAG 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 SBCAG in default. Upon request by the COUNTY, SBCAG shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all SBCAG'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event SBCAG 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 SBCAG has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and SBCAG submits a written statement to the COUNTY stating that fact.

B. **General and Automobile 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 SBCAG and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by SBCAG in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and SBCAG. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of

SBCAG pursuant to SBCAG'S activities hereunder. 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 and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY. Said policy or policies shall include a 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 non-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."

If the policy providing liability coverage is on a 'claims-made' form, the SBCAG is required to maintain such coverage for a minimum of three years following completion of the performance or attempted 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.

SBCAG 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 SBCAG may be held responsible for payment of damages resulting from SBCAG'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 SBCAG is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the SBCAG'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the 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 this 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. SBCAG agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

C. Personal Property Insurance. SBCAG shall maintain property insurance for its personal property, including but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

16. **MUTUAL WAIVER OF SUBROGATION RIGHTS**: COUNTY and SBCAG hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or SBCAG, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Building 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 SBCAG 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.

17. **ENVIRONMENTAL PROTECTION**: SBCAG 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 Building attributable to SBCAG'S acts or omissions, SBCAG shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. SBCAG 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 SBCAG'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 Building attributable to COUNTY'S acts or omissions, COUNTY shall clean all property affected to the satisfaction of SBCAG and any governmental body having jurisdiction therefor. COUNTY shall indemnify, hold harmless, and defend SBCAG 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 SBCAG 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.

18. **TOXICS**: SBCAG shall not manufacture or generate hazardous waste in the Building unless specifically authorized by this Agreement. SBCAG 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 Building 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. SBCAG 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.

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

20. **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 nondefaulting 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 thirty (30) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than thirty (30) 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.

21. **REMEDIES:** In the event of a default or breach by either party, subject to the cure provisions contained in Section 20, 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 22, 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 SBCAG is the nondefaulting party, SBCAG 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 SBCAG'S right of possession, COUNTY shall have the right and the duty to attempt to relet the Premises for the benefit of SBCAG upon such terms and conditions, including rent, which SBCAG deems reasonable. If COUNTY lawfully removes property of SBCAG, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, SBCAG.

22. **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 of a like or any other provision of this Agreement.

23. **TERMINATION:** Unless extended as provided for in Section 5, CONVERSION TO YEAR-TO-YEAR, this Agreement shall terminate and all rights of SBCAG shall cease and SBCAG shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. At the expiration or termination of the Casa Nueva Lease;

B. At the expiration of the term as provided in Section 4, TERM of this Agreement;

C. After expiration of the initial term, upon one year written notice given by either party, which notice may be given without cause;

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 20, DEFAULT; or

E. Upon the total destruction of the Building, as provided in Section 27, DESTRUCTION OF THE PREMISES.

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

25. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, SBCAG shall vacate and surrender the Premises to COUNTY in good condition, except for ordinary wear and tear. SBCAG shall remove all its personal property prior to the expiration or termination of this Agreement and shall perform all restoration made necessary by the removal of any trade fixtures or personal property prior to the expiration or termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to SBCAG, elect to retain or dispose of in any manner any trade fixture(s) or personal property that SBCAG does not remove from the Premises upon expiration or termination of this Agreement. Title to any such trade fixture(s) or personal property that COUNTY elects to retain or dispose of following expiration of the thirty (30) day period shall vest in COUNTY. SBCAG waives all claims against COUNTY for any damage to SBCAG resulting from COUNTY'S retention or disposition of any such trade fixture(s) or SBCAG'S personal property. SBCAG shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

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

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

27. **DESTRUCTION OF THE PREMISES**: If the Building is totally destroyed by fire or any other cause, this Agreement, at the option of SBCAG, shall terminate.

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

If SBCAG chooses to remain 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 section is rebuilt to its condition prior to the casualty.

28. **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 SBCAG.

29. **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.

30. **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.

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

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

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

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

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

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

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

Project: SBCAG: Campus Bldg. #13
APN: 059-140-029
Folio: YH 3450
Agent: CS

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

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:

By: _____
Ronn Carlentine SR/WA
Real Estate Services Manager

By: _____
John A. Forner, M.B.A., A.R.M.
Risk Manager

(SBCAG Signature page)

“SBCAG”
SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

By: _____
Chair

Date: _____

ATTEST:

Jim Kemp,
SBCAG Executive Director

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Deputy