

Project: DSS Lease in New Cuyama
APN: 149-063-008, 009
Folio: 003513
Agent: DG

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

CUYAMA CHRISTIAN ACADEMY,
A California non-profit Corporation,
hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, LESSOR is the owner of the property and building located at 4803 Cebrian Ave., New Cuyama, California, 93254, Assessor's Parcel Numbers 149-063-008, and 009, commonly known as the Cuyama Christian Academy (hereinafter "Property"), identified as the diagonally-slashed area of Exhibit "A", attached hereto and incorporated herein by this reference, and

WHEREAS, COUNTY has been leasing a portion of the Property since February 26, 2007, under a lease agreement signed by COUNTY'S Director of General Services, pursuant to Santa Barbara County Code Section 12A-10, for the purpose of operating a Family Resource Center (FRC) to provide a variety of family services to the Cuyama community; and

WHEREAS, the FRC has been operating successfully and COUNTY and LESSOR desire to enter into a new Lease Agreement to provide for the continuation of the program and to make certain adjustments to the provisions of the lease.

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

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by COUNTY'S Director of Social Services, and for LESSOR by LESSOR and/or LESSOR'S legal representative.

2. **LEASED PROPERTY**: LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, a portion of the building located on the Property. The portion to be leased by COUNTY shall consist of exclusive use of approximately 474 square feet of office space, exclusive use of approximately 200 square feet of private conference room space, and non-exclusive use of the remainder of the approximately 2400 square foot building, (hereinafter "Premises"), all as

shown and identified on Exhibit "B", attached hereto and incorporated herein by reference. COUNTY shall not have use of the 2 remaining conference rooms, as shown on Exhibit B.

3. **TERM:** The term of this Agreement shall be for a period of two years, commencing April 15, 2009, and terminating April 14, 2011 (hereinafter "Term"), subject to thirty days written notice of termination, which may be given by either party, with or without cause; and subject to the provisions for termination contained herein. The Term shall automatically renew for each and every year thereafter, unless either party provides thirty (30) days written notice of termination, which may be given by either party, with or without cause.

4. **RENT:** Rent for the term of this Agreement shall be SIX HUNDRED DOLLARS (\$600.00) per month, including utilities, except phone and data lines. Rent shall be paid quarterly, in advance, on April 15th, July 15th, October 15th, and on January 15th of each year of the term, in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00). The first rent payment shall be due and payable upon commencement of this Agreement. Rent for any period that is less than a month shall be calculated based on a thirty day month.

5. **PURPOSE AND USE:** COUNTY shall use the Premises to operate a Family Resource Center for the greater Cuyama area. The Family Resource Center will provide family support services such as case management and linkages and referrals to other agencies; food pantry services; parenting, health, and safety classes; health insurance enrollment and support with accessing health services; holiday food and gift distribution to needy families; and other services as determined critical for the well-being of families. The Family Resource Center will also be working with the Cuyama Collaborative, local schools and other non-profit and faith-based agencies, to coordinate service delivery and ensure that services are easily accessible for families.

COUNTY and LESSOR shall comply with the guidelines set forth in Exhibit "C", attached hereto and incorporated herein by reference.

6. **CONDITION/ TENANT IMPROVEMENTS:** COUNTY accepts the Premises in its current condition. COUNTY shall install no tenant improvements within or upon the Premises without the prior written consent of LESSOR. Any improvements shall be performed at COUNTY'S expense and COUNTY 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 COUNTY at LESSOR'S option. In the event of removal, COUNTY shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

7. **MAINTENANCE AND REPAIR:** LESSOR agrees to perform all maintenance and repair to the Property and exterior portions of the Premises, subject to the provisions of Exhibit C. COUNTY agrees to keep and maintain in good condition and repair the interior of the Premises, and those items listed as COUNTY'S responsibility in Exhibit C. 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. To the extent that there is conflict between this Section and Exhibit C, Exhibit C shall prevail.

DEPOSIT: Upon execution of this Agreement, COUNTY shall pay to LESSOR the sum of SIX HUNDRED DOLLARS (\$600.00) to be used as a deposit toward the cost of cleaning and repair of the Premises upon termination of this Agreement. LESSOR shall provide COUNTY with receipts for any portion of the deposit that is used for such cleaning or repair, and shall return any unused portion of the deposit to COUNTY within 30 days of termination of this Agreement.

8. **UTILITIES AND JANITORIAL SERVICES:** LESSOR shall pay all charges for electric and gas utilities serving the Premises, as well as all water and grounds maintenance. COUNTY shall provide for janitorial services in areas designated for the Family Resource Center and common areas when utilized. COUNTY shall pay all charges for telephone and data services used by COUNTY, and all trash service for the Family Resource Center.

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

10. **NONDISCRIMINATION:** LESSOR 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 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 therefore.

11. **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 claiming under LESSOR, including other tenants of LESSOR, to interfere with COUNTY'S peaceful possession or use of the Premises. COUNTY covenants that LESSOR, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the remaining portions of the Property. COUNTY further covenants that it will not deliberately interfere or permit others claiming under COUNTY, to interfere with LESSOR'S peaceable use of the Property.

12. **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
Social Services Department
2125 S. Centerpointe Parkway
Santa Maria, CA 93455

LESSOR: Cuyama Christian Academy
4803 Cebrian Avenue/ P.O. Box 498
New Cuyama, CA 93254

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mails, 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.

13. **INDEMNIFICATION:** COUNTY shall defend, indemnify, and save harmless LESSOR, its officers, agents and employees (if any) 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 or its agents, employees, or independent contractors.

LESSOR shall defend, indemnify, and save harmless 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 LESSOR, his agents, employees, or independent contractors.

14. **INSURANCE:** LESSOR understands and acknowledges that the COUNTY is permissively self-insured for Workers Compensation. Documentation of self-insurance as authorized by the State of California will be provided if requested. COUNTY is self insured for General and Automobile Liability Insurance. Upon request, documentation will be provided to LESSOR evidencing the \$500,000 self-insured retention by the COUNTY and the remaining coverage evidenced by a Certificate of Insurance for Excess Liability Coverage up to \$1,000,000. COUNTY shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

LESSOR shall maintain property insurance on the building, including the Premises, throughout the term of this Agreement.

15. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** LESSOR and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LESSOR or COUNTY, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Property 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 LESSOR or COUNTY 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 LESSOR will not be invalidated thereby.

16. **TAXES AND ASSESSMENTS:** LESSOR shall pay and discharge all property taxes and assessments, including special assessments, if any, levied upon the Property and/or Premises during the term of this Agreement, or any extension thereof.

17. **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 twenty-one (21) 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 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.

18. **REMEDIES**: In the event of a default or breach by either party, 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 19, **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 COUNTY is the nondefaulting party, COUNTY may terminate this Agreement and surrender possession.

D. Where LESSOR is the nondefaulting party, LESSOR may terminate this Agreement, and regain possession of the Premises. If LESSOR lawfully removes property of COUNTY, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, COUNTY.

19. **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.

20. **TERMINATION**: This Agreement shall 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. Upon thirty (30) day notice given by either party, which notice may be given at any time, with or without cause;

B. Upon discrimination by LESSOR in violation of Section 10, **NONDISCRIMINATION**;

C. 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 17, **DEFAULT**; or

D. Upon the total destruction of the Premises, as provided in Section 23, **DESTRUCTION OF THE PREMISES**.

21. **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) days after termination of this Agreement shall be deemed abandoned, at the option of the LESSOR.

22. **FIXTURES**: The parties agree that all improvements to, or fixtures on, the Premises, made or added by either party, except trade fixtures added by COUNTY that may be removed as hereinafter provided, shall be and become the property of LESSOR upon their being affixed or

added to the Premises. At the termination of the term hereof, COUNTY may remove such trade fixtures as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.

23. **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) days of the casualty.

24. **AGENCY DISCLOSURE:** LESSOR acknowledges that the General Services Department, Facilities Services 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.

COUNTY acknowledges that the LESSOR is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

25. **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 of this Agreement.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **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.

32. **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.

33. **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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IN WITNESS WHEREOF, COUNTY and LESSOR 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

Chair, Board of Supervisors

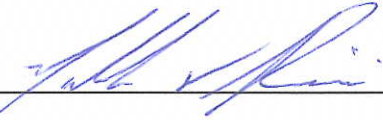
By: _____
Deputy Clerk

Date: _____

"LESSOR"
CUYAMA CHRISTIAN ACADEMY
(a California non-profit corporation)

APPROVED:


Kathy Gallagher, Director of Social Services

By: 

Malcolm Ricci, President
Printed Name and Title

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 

Louise Draucker

By: 

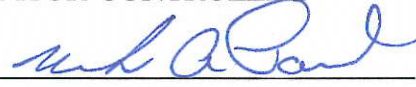
Kevin E. Ready
Deputy County Counsel

LOUISE DRAUCKER, TREASURER
Printed Name and Title


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

APPROVED:


Ronn Carlentine
Real Estate Services Manager

By: 

Deputy

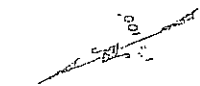
APPROVED:


Ray Aromatorio, ARM, AIC
Risk Program Administrator

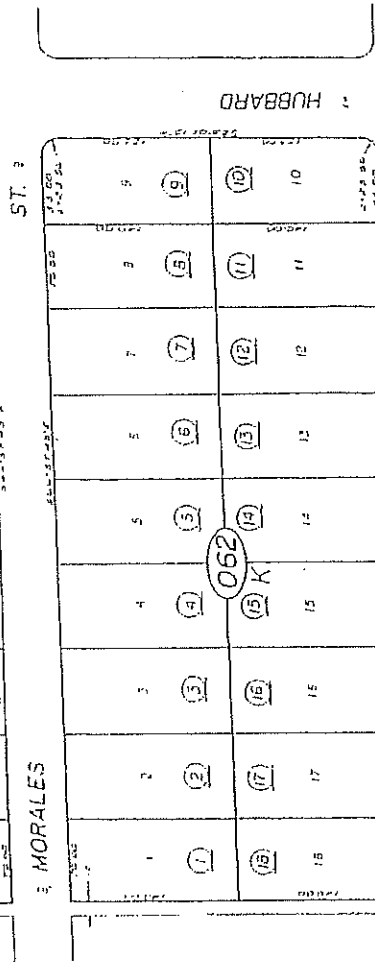
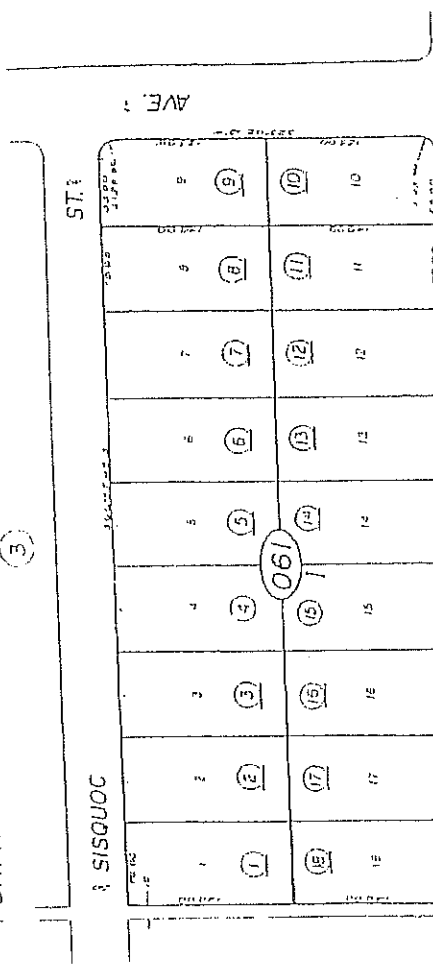
Tax Area Code

POR. RANCHO CUYAMA (CESARIO LATAILLADE)

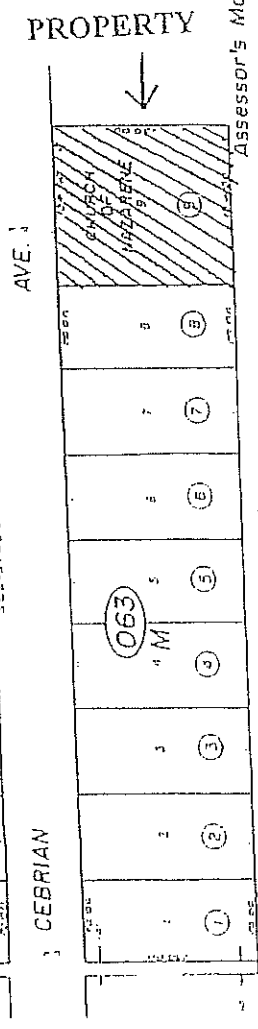
(3)



(4)



(5)



(9)

Assessor's Map Bk. 149 - Pg. 06
County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Map Bk 15, Pg. 286 - Townsite of New Cuyama

CUYAMA FAMILY RESOURCE CENTER

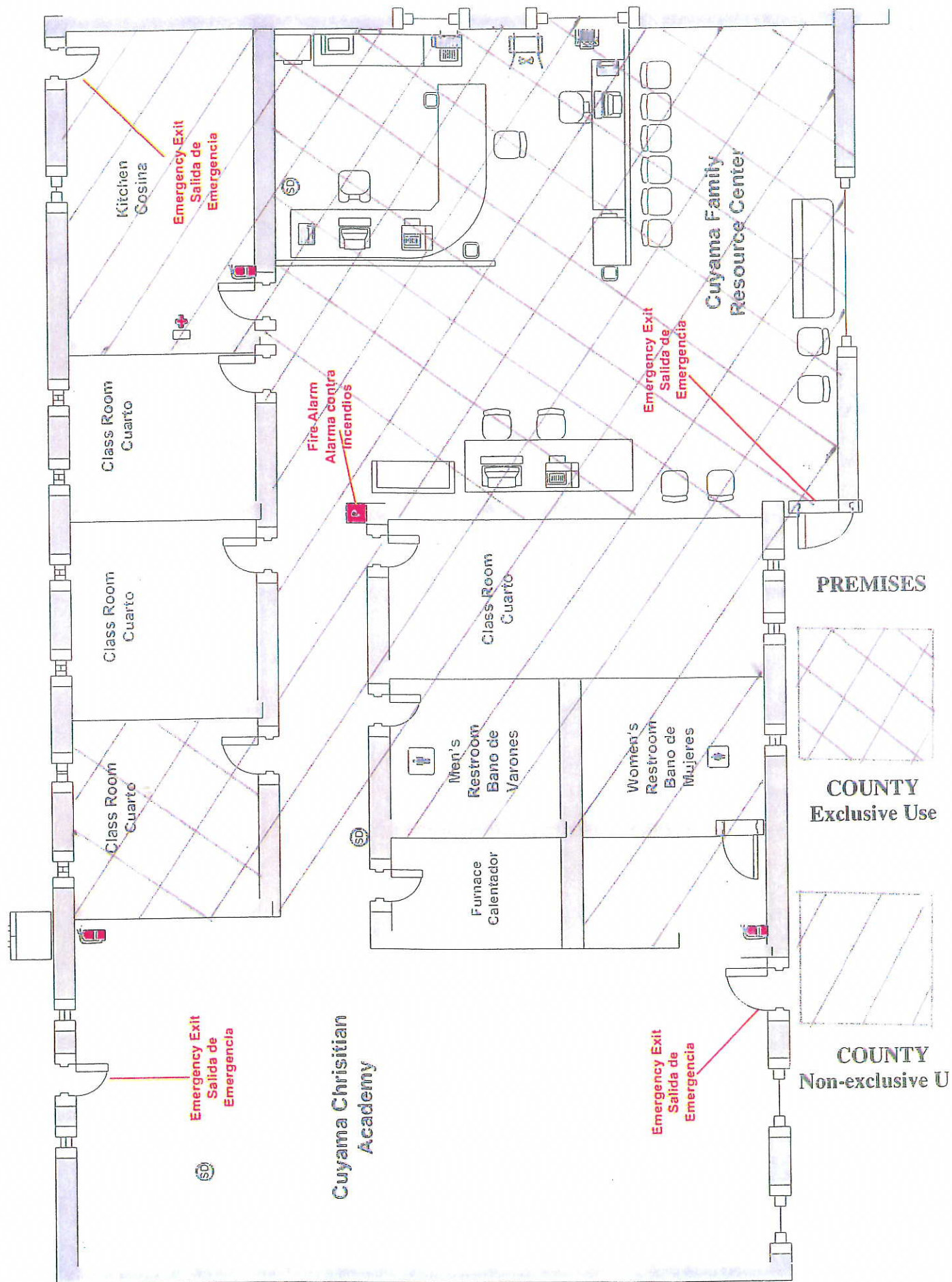


EXHIBIT B

EXHIBIT C

Common Areas: The term "common areas" shall include the parking lots, driveways, landscaping, sidewalks, hallways, rest rooms, kitchen, small meeting rooms and classroom.

LESSOR is responsible for repair and maintenance of the plumbing, appliances, bathrooms, sprinklers, extinguishers, and smoke detectors, and for providing rodent and pest control, if needed. LESSOR will replace light bulbs, as needed.

LESSOR is responsible for maintaining the outside grounds, including watering, weeding, lawn mowing, tree trimming, and maintaining the playground equipment.

COUNTY will pay for trash bags, soap in restrooms and kitchen, as well as janitorial supplies.

COUNTY will affix a sign at the front gate indicating the location of the Family Resource Center.

LESSOR will provide COUNTY with its own set of keys, including the front-door and gate lock keys. COUNTY shall provide LESSOR with a list of names of key holders.

COUNTY has access to kitchen facilities as needed, including limited refrigerator space.

COUNTY promises and agrees that it will staff the Premises with an adult, aged 21 years or older, at all times, and will not leave children unattended within the Premises or on the Property.

COUNTY has access to the two other small conference rooms on as needed basis with the exception when educational classes are held by the LESSOR.

COUNTY is responsible for cleaning and maintaining any area of the building that is affected by its usage, including, but not limited to kitchen, bathrooms, class room, small conference room and area to be occupied by the Family Resource Center prior to LESSOR'S usage.

COUNTY may use the classroom for adult classes per a pre-arranged schedule . Schedule will be arranged between the Family Resource Center Coordinator and the Director of the Cuyama Christian Academy, Kathleen Ricci.

COUNTY will occupy the Family Resource Center as per Exhibit B of the Agreement.

COUNTY reserves the right to determine the types of services offered at the Premises under the direction of the Family Resource Center, including but not limited to: opening hours, staffing, information provided to clients, classes offered to parents, and any other activity that would occur in the normal course of operating a Family Resource Center. Any Planned Parenthood classes and presentations will be held at the Cuyama Public Health Clinic.

Any "community events," including more than 30 people held at the premises will require prior written approval of the LESSOR.

CONTACT INFORMATION: (after hours and emergency contact, including weekends)

COUNTY: Martha Yopez, Family Resource Center Coordinator
(805) 345-1961 cell

Katharina Zulliger, Kids Network Coordinator
(805) 346-8222 or (805) 315-6355 cell

LESSOR: Kathleen Ricci, Director of Homework Center
(661) 766-2271 or (661) 619-0551