

**Lease Agreement
between the
Santa Barbara Unified School District
and the
California Air Resources Board**

Lease Property Location: 730 East Canon Perdido, Santa Barbara, CA 93103; APN 031-041-001
Santa Barbara Unified TIN: 30-0690985
Tenant Agency: California Air Resources Board

This LEASE, made and entered into this 15th day of December 2018 by and between Santa Barbara Unified School District (SBUSD), the Lessor, and the California Air Resources Board (CARB) the lessee.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases unto CARB, and CARB hereby leases from Lessor those certain premises situated in the City of Santa Barbara, County of Santa Barbara, and more specifically described as follows:
Real Property formerly known as the Santa Barbara Armory, located at 730 East Canon Perdido Street, Santa Barbara, CA 93103. APN: 031-041-001.

Approximately 160 square feet of the real property formerly known as the Santa Barbara Armory, located at 730 E. Canon Perdido St., Santa Barbara, CA 93103, APN: 031-041-001. The portion of the Armory site covered by the lease (hereinafter the "premises"), as depicted in the site map attached, on the southern portion of the Armory site, which has been and will continue to be used by CARB for the purpose of maintaining an air monitoring station. Lessee's rights with respect to the premises include access to the normally locked Armory site by means of a key, per the provisions of paragraph 19. Said property purchased by the Santa Barbara Unified School District on December 14, 2018.

2. The term of this lease shall commence on January 1, 2019, and shall end on December 31, 2019, or with a thirty (30) day written right of termination from either party.
3. If CARB fails to complete its move out within the notice period and remains on the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.
4. Rental payments will be paid by the CARB, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THREE HUNDRED and 00/100 DOLLARS (\$300.00)

From January 1, 2019 through December 31, 2019, at which time either party can renegotiate the terms for an additional year.

5. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, mailed certified and postage prepaid, and addressed as follows:

To: Santa Barbara School District
Attn: Assistant Superintendent of Business
720 Santa Barbara Street
Santa Barbara CA 93101

Email: mjette@sbunified.org

To Lessee
California Air Resources Board (CARB)
Administrative Services Division
Attn: Business Management Branch Chief
1001 I Street, 20th Floor
Sacramento, CA 95814

Email: fssu@arb.ca.gov

Nothing herein contained shall preclude the giving of any such written notice by personal service.

6. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damage arising from the negligence of CARB's agents, invitees or employees.
7. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises.
8. Lessor agrees that CARB, keeping and performing the covenants and agreements herein contained on the part of CARB to be kept and performed, shall at all times during the existence of this lease, peaceably and quietly, have hold and enjoy the leased premises, without suit, trouble or hindrance from Lessor, or any person claiming under Lessor.
9. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease, shall, in the case of total destruction of the leased premises, immediately terminate. In case of partial destruction or damage CARB may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the CARB remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental fee as herein described and provided shall remain in effect. In the event any property of CARB is destroyed or damaged, the Lessor will not be held responsible nor liable.
10. Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable 30-day month.
11. To the extent authorized by any fire and extended coverage insurance issued to Lessor on the herein demised premises, Lessor releases CARB from liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.
12. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding CARB agency to implement such article.

13. In the event the CARB remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to

thirty (30) days written termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

14. Lessor hereby warrants and guarantees that the space leased to the CARB will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.
15. The CARB of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SB) and we encourage the Lessor to utilize DVBE and Certified SB to fulfill its lease obligation under this lease.
16. Except in emergency situations, the Lessor shall give not less than 24 hours' prior notice to CARB tenants when any pest control, remodeling, renovation, or repair work affecting the CARB occupied space may result in employee health concerns in the work environment.
17. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
 - ☒ have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
 - ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq." Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.
18. Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:
<http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a

formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052.

(Gov. Code section 900, et. seq.) Internet link:
<http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

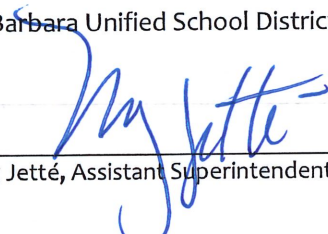
The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

19. One key permitting entrance unto the property will be given and will need to be returned upon termination of said agreement. \$100.00 fee for replacement of lost, stolen or otherwise misplaced key.

IN WITNESS WHEREOF, the parties have executed this lease hereto as of the date first above written.

Santa Barbara Unified School District

By



Meg Jetté, Assistant Superintendent of Business Services

Date:

3/16/19

California Air Resources Board

By


Grant Harris, Chief Business Management Branch

Date:

3-1-19