




Board Agenda Item

TO: Air Pollution Control District Board
FROM: Aeron Arlin Genet, Air Pollution Control Officer 
CONTACT: Molly Pearson, Planning Division Manager (805-961-8838)
SUBJECT: Facility Use Agreement for Santa Barbara Monitoring Station

RECOMMENDATION:

1. Authorize the Air Pollution Control Officer to execute a Facility Use Agreement between the Santa Barbara Unified School District (SBUSD) and the Santa Barbara County Air Pollution Control District (District) for the purpose of maintaining an air monitoring station at the former Santa Barbara Armory site (Armory site); and
2. Delegate Authority to the Air Pollution Control Officer to renegotiate the agreement terms for an additional year, pursuant to Section 4 of the Agreement.

BACKGROUND:

The California Air Resources Board (CARB) has operated the Santa Barbara air monitoring station, located at the Armory site at 730 E. Canon Perdido Street in Santa Barbara, since 2002. In 2018, as part of an effort to update our air monitoring network, the District agreed to assume the responsibility of operating this monitoring station from CARB. In order to do so, the District must execute a Facility Use Agreement with SBUSD.

DISCUSSION:

The Santa Barbara monitoring station is an important location for the District’s air monitoring network, as it is in an urban setting but is also adequately sited to avoid immediate data biases. When the District learned that CARB was considering shutting down this station, the District expressed interest in taking over station operations. The District has local, skilled technicians to maintain the station at this key location within the County. The attached Facility Use Agreement, for the period of January 1, 2020 to June 21, 2021, will allow District staff to access the air

monitoring station located at the Armory site in order to perform site checks, instrument maintenance and testing, and conduct audits.

FISCAL IMPACT:

Rent associated with the SBUSD Armory site is \$300 per month. This expense was included in the District's Board-adopted budget for Fiscal Year 2019-20.

ATTACHMENT:

- A. Facility Use Agreement

Facility Use Agreement
between the
Santa Barbara Unified School District
and the
Santa Barbara County Air Pollution Control District

Property Location: 730 East Canon Perdido, Santa Barbara, CA 93103: APN 031-041-001
Santa Barbara Unified TIN: 30-0690985
Santa Barbara County Air Pollution Control District

This LEASE, made and entered into this ___ day of _____, 2019 by and between Santa Barbara Unified School District (SBUSD) the lessor, and The Santa Barbara County Air Pollution Control District (APCD) the lessee.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases to APCD, and APCD hereby leases from lessor a portion 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 previously been used by the California Air Resources Board and will now be used by APCD 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 20.

Said property was purchased by the Santa Barbara Unified School District on December 14, 2018.

2. The term of this lease shall commence on January 1, 2020 and shall end on June 30, 2021, or earlier with a thirty (30) day written right of termination from either party.
3. If the APCD fails to complete its move out within the notice period and remains on the premises, rent shall continue to be paid for each month or portion thereof until APCD has evacuated the property.
4. Rental payments will be paid by the APCD, 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, 2020 through June 30, 2021, 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: Lessor

Santa Barbara Unified School District
Attn: Assistant Superintendent of Business
720 Santa Barbara Street
Santa Barbara, CA 93101
Email: mjetje@sbunified.org

To: Lessee

Santa Barbara County Air Pollution Control District
Attn: Molly Pearson

260 N. San Antonio Road Suite A
Santa Barbara, CA 93110
Email: pearsonm@sbcapcd.org

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

8. 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 APCD's agents, invitees or employees.
9. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises; however, may not disturb the air monitoring station.
10. Lessor agrees that APCD, keeping and performing the covenants and agreements herein contained on the part of APCD 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 authority under Lessor.
11. 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 APCD 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 APCD 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 APCD is destroyed or damaged by fire, casualty, or other action that is not due to the fault or negligence of the Lessor, the Lessor will not be held responsible nor liable.
13. To the extent authorized by any fire and extended coverage insurance issued to Lessor on the herein demised premises, Lessor releases APCD from liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.
14. 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.
15. In the event the APCD 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.
16. Lessor hereby warrants and guarantees that the space leased to the APCD will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.
17. Except in emergency situations, the Lessor shall give not less than 24 hours' prior notice to APCD tenants when any pest control, remodeling, renovation, or repair work affecting the APCD occupied space may result in employee health concerns in the work environment.

- 18. APCD shall maintain and shall cause each subcontractor to maintain General Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per occurrence

Auto Liability for owned and non-owned vehicles \$1,000,000 per occurrence

Upon request by the SBUSD, APCD shall provide Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the SBUSD as an additional insured.

- 19. The key may be checked out at the facilities building located at 724 De La Guerra Street. There will be a \$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

Santa Barbara County Air Pollution Control District

By _____
Meg Jetté, Assist. Superintendent of Business Services

By _____
Aeron Arlin Genet, Air Pollution Control Officer

Date: _____

Date: _____

Facility Use Agreement for real property formerly known as the Santa Barbara Armory
Effective Date: January 1, 2020

This Facility Use Agreement is by and between the Santa Barbara Unified School District and the Santa Barbara County Air Pollution Control District.

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 

Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

By 

Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
Auditor-Controller

By 

Deputy