

ATTACHMENT 2

**First Amendment to the Lease Agreement
with SBCAG**

Project: SBCAG Casa Nueva
APN: 059-140-029
RP File: 003411
Agent: SF

FIRST AMENDMENT TO THE LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (hereinafter, "Amendment") is made 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 260 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 the building thereon commonly known as the Casa Nueva Building (hereinafter "Building"), as shown on Exhibit A of the Lease Agreement, incorporated herein by reference; and

WHEREAS, COUNTY and SBCAG entered into a lease agreement (hereinafter "Agreement") on January 14, 2003, for the purpose of leasing 5,979 square feet of the Building to SBCAG to be used as commercial office space; and

WHEREAS, portions of the Building are occupied by the COUNTY Department of Social Services, SBCAG and the Santa Barbara County Air Pollution Control District (hereinafter, "DISTRICT"); and

WHEREAS, the COUNTY General Services Department ("GS") now wishes to occupy a portion of the Building consisting of 4,775 square feet of exclusive office space; and

WHEREAS, on September 6, 2021, COUNTY, DISTRICT, and SBCAG entered into a Letter of Understanding ("LOU") for the purpose of expressing each party's intentions regarding future use and occupancy of the Building; and

WHEREAS, COUNTY and SBCAG desire to amend the Agreement upon the terms and conditions set forth below.

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

1. **EFFECTIVE DATE:** This Amendment shall be effective upon final execution by SBCAG (hereinafter “Effective Date”). Except as otherwise set forth herein, the terms and provisions of this Amendment regarding SBCAG’s reduction in leased premises and reduced rent shall be effective as of August 23, 2021, which is deemed to be the date that SBCAG relinquished the right to use a 1,180-square-foot portion of the Building’s common area as identified in Exhibit B, attached hereto and incorporated herein by reference.
2. **REDUCTION OF LEASED PREMISES:** Section 3, *LEASED PREMISES*, is hereby deleted and replaced with the following:

COUNTY hereby leases to SBCAG and SBCAG hereby takes from COUNTY, a portion of the approximately 28,268-square-foot building. The portion of the Building leased by SBCAG (hereinafter “Premises”) shall consist of 5,979 square feet from May 1, 2003 through August 22, 2021, and 5,591 square feet from August 23, 2021 through the remaining term of the lease. The Premises shall include certain common areas that are to be shared solely by SBCAG and DISTRICT (hereinafter, “DISTRICT-SBCAG Common Areas”) and certain areas to be shared by all tenants of the Building (hereinafter, “All Tenant Common Areas”), all as depicted on Exhibit B, attached hereto and incorporated herein by reference.

- A. **Exclusive Space:** SBCAG shall have exclusive use of 4,398 square feet of commercial office space, as shown on Exhibit B.
- B. **Common Areas:** SBCAG shall have non-exclusive use of all common areas, which are designated as either All Tenant Common Areas or DISTRICT-SBCAG Common Areas and identified on Exhibit B.
- C. **Use of Side Entrance and Side Staircase:** The “Side Entrance” and “Side Staircase” identified on Exhibit B are unavailable for SBCAG use except in the event of an emergency or when required to provide access and accommodation for SBCAG’s employees, customers, clients, and members of the public in compliance with the Americans with Disabilities Act (ADA). When access is required for ADA compliance, SBCAG shall coordinate directly with GS by providing at least four (4) hours’ advance notice, when possible. In the future, if SBCAG employs, works with, or regularly interacts with any individual(s) that requires ADA access, COUNTY agrees to allow such individual(s) to regularly use the “Side Entrance” or will otherwise provide reasonable access to SBCAG’s Premises at no additional cost to SBCAG.
- D. **Use of Showers:** The showers located on the first floor are included in GS’ exclusive office space and, as such, are unavailable for SBCAG’s unlimited use except: GS shall allow SBCAG staff limited access during regular business hours (7am-6pm Monday – Friday); and any SBCAG staff who wish to use the showers may request such use from GS and must comply with all GS rules and regulations regarding such use, which may include an assigned security card for direct access.

3. **RENT**: Section 6.A., RENT, of the Agreement is hereby deleted and replaced with the following provision:

Rent shall be based on \$1.2928 per square foot per month, and shall be SEVEN THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS AND FIVE CENTS (\$7,228.05) beginning on August 23, 2021, and continuing through the remaining term of the lease. Rent shall not be subject to a cost of living adjustment. Rent payments shall be payable in advance on or before the first (1st) day of each and every calendar month, 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.

4. **SIGNAGE**: Section 7, CONDITION / TENANT IMPROVEMENTS, is hereby modified and amended by adding the following paragraph after the last sentence: "COUNTY, in its sole discretion, is hereby authorized to install its own signage on the exterior and/or interior of the Building. SBCAG, with COUNTY's prior written approval, may install its own signage on the exterior and/or interior of the Building."

5. **MAINTENANCE, REPAIR, AND BUILDING RESPONSIBILITIES**: Section 9, MAINTENANCE AND REPAIR, is hereby deleted in its entirety and replaced as follows:

MAINTENANCE, REPAIR AND BUILDING RESPONSIBILITIES:

- A. **COUNTY's Responsibilities**: COUNTY agrees to perform all maintenance and repair to the Building as set forth in Exhibit D, attached hereto and incorporated herein by reference, except that SBCAG shall be responsible for maintenance and repair when such is required due to the negligence of SBCAG's agents, officers, employees and/or invitees.

COUNTY may install its own security system in the Building in order to restrict and monitor access to its exclusive space and the 2nd floor phone and data room. COUNTY shall cooperate with SBCAG to ensure specific individuals have access to the phone and data room.

- B. **SBCAG's Responsibilities**: SBCAG shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises and those items listed in Exhibit D as SBCAG's responsibilities, but only to the extent of SBCAG's proportionate share. Upon termination or expiration of this Agreement, SBCAG will return the Premises to COUNTY with those items in good order, reasonable wear and tear excepted.

SBCAG shall contact the DISTRICT to schedule all use of the 2nd floor conference rooms and library room, and agrees to coordinate with all Building occupants regarding such use.

- C. **Shared Responsibilities**: SBCAG shall coordinate with COUNTY and DISTRICT for the use and/or placement of the refrigerator and any vending machines in the 1st Floor Kitchen and Breakroom.

To the extent that there is conflict between this Section and Exhibit D, Exhibit D shall prevail.

6. **UTILITIES AND JANITORIAL SERVICES:** The last sentence of the first paragraph of Section 10, *UTILITIES AND JANITORIAL SERVICES*, is hereby deleted and the following sentences are added: “Upon commencement of this Agreement and continuing through August 22, 2021, SBCAG’s share shall be 5,979/28,268, or 21%. Effective August 23, 2021 and continuing through the remaining term, SBCAG’s share shall be 5,591/28,268, or 20%.”
7. **PARKING AND LOADING DOCK:** Section 12, *PARKING*, is hereby deleted in its entirety and replaced with the following:
- PARKING AND LOADING DOCK:** At no additional expense, SBCAG shall be entitled to non-exclusive use of all Unreserved Parking Spaces on the Calle Real Campus as well as all Reserved Parking Spaces that are specifically reserved for visitors.
- COUNTY has non-exclusive use of the loading dock for up to three (3) hours per day for its mail delivery services. Such hours of use may vary from time to time, but will be communicated to SBCAG and DISTRICT in advance.
8. **EXHIBITS:**
- A. Exhibit B is hereby deleted and replaced with the attached pages titled “Exhibit B”, incorporated herein by reference.
- B. Section 1, *TOTAL OPERATING COSTS DEFINED*, of Exhibit C is hereby modified and amended as follows:
1. The last sentence of the third paragraph is hereby deleted and replaced with the following: “For purposes of this Agreement, “leasable square feet at the Property” shall be defined as 28,268 square feet and, effective August 23, 2021, the Premises shall be defined as 5,591 square feet, which includes SBCAG’s share of the common areas.”
 2. The fourth paragraph is hereby deleted, with the exception of the first sentence, and replaced with the following paragraph:

“Effective August 23, 2021, SBCAG’s share of total operating costs shall be 20% (hereinafter “SBCAG’s share”). SBCAG’s share may be reduced pursuant to Section 11, *REDUCTION IN LEASED SPACE* hereof. If Functional Blocks, as defined in Section 11 and identified in Exhibit B, are relinquished, SBCAG’s share shall be reduced proportionately.”
 3. Section 2, *REPLACEMENT RESERVE / Cost of Living Adjustment*, of Exhibit C is hereby modified by adding the following after the first sentence: “Effective August 23, 2021, SBCAG shall pay to COUNTY, in addition to the maintenance expense discussed above, EIGHT HUNDRED FORTY TWO DOLLARS and FIFTY-SIX CENTS (\$842.56) per month, based on \$.1507 per square foot, for repair and replacement of major systems as such are identified herein.”
- C. Exhibit E is hereby deleted.

9. **EXECUTION IN COUNTERPARTS:** This Amendment 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 constitute one and the same instrument.
10. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated January 14, 2003, shall remain in full force and effect.

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

“SBCAG”
SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

ATTEST:

MARJIE KIRN
CLERK OF THE BOARD

By: _____
Director Holly Sierra, Chair

By: _____
Executive Director

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM

By: _____
SUSAN MCKENZIE
DEPUTY COUNTY COUNSEL FOR SBCAG

COUNTY SIGNATURES TO FOLLOW

Project: SBCAG Casa Nueva
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“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Dated: _____

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: DocuSigned by:
Janette D. Pell

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APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: DocuSigned by:
[Signature]

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Scott Greenwood, Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: DocuSigned by:
[Signature]

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Deputy

APPROVED:

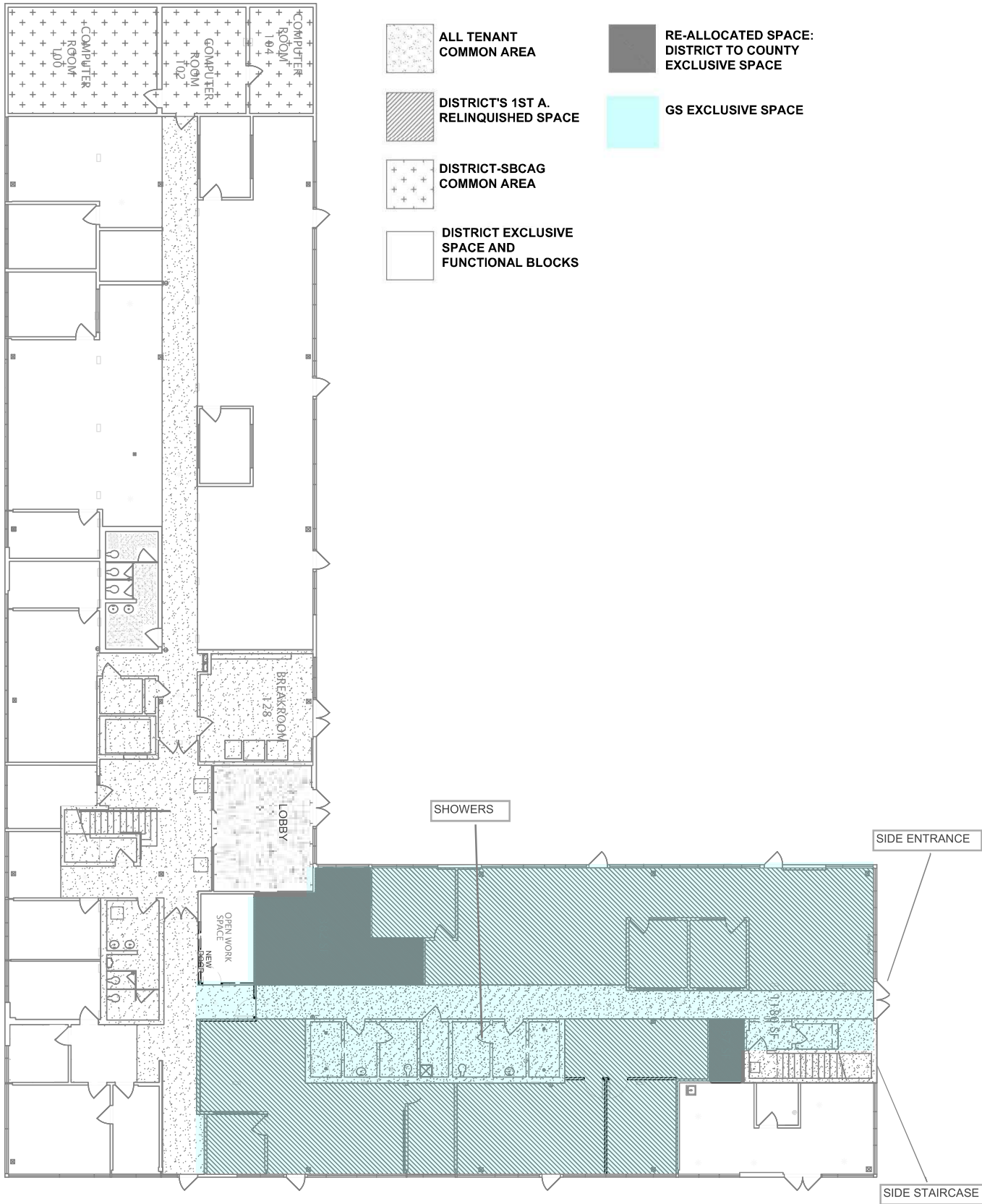
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Ray Aromatorio

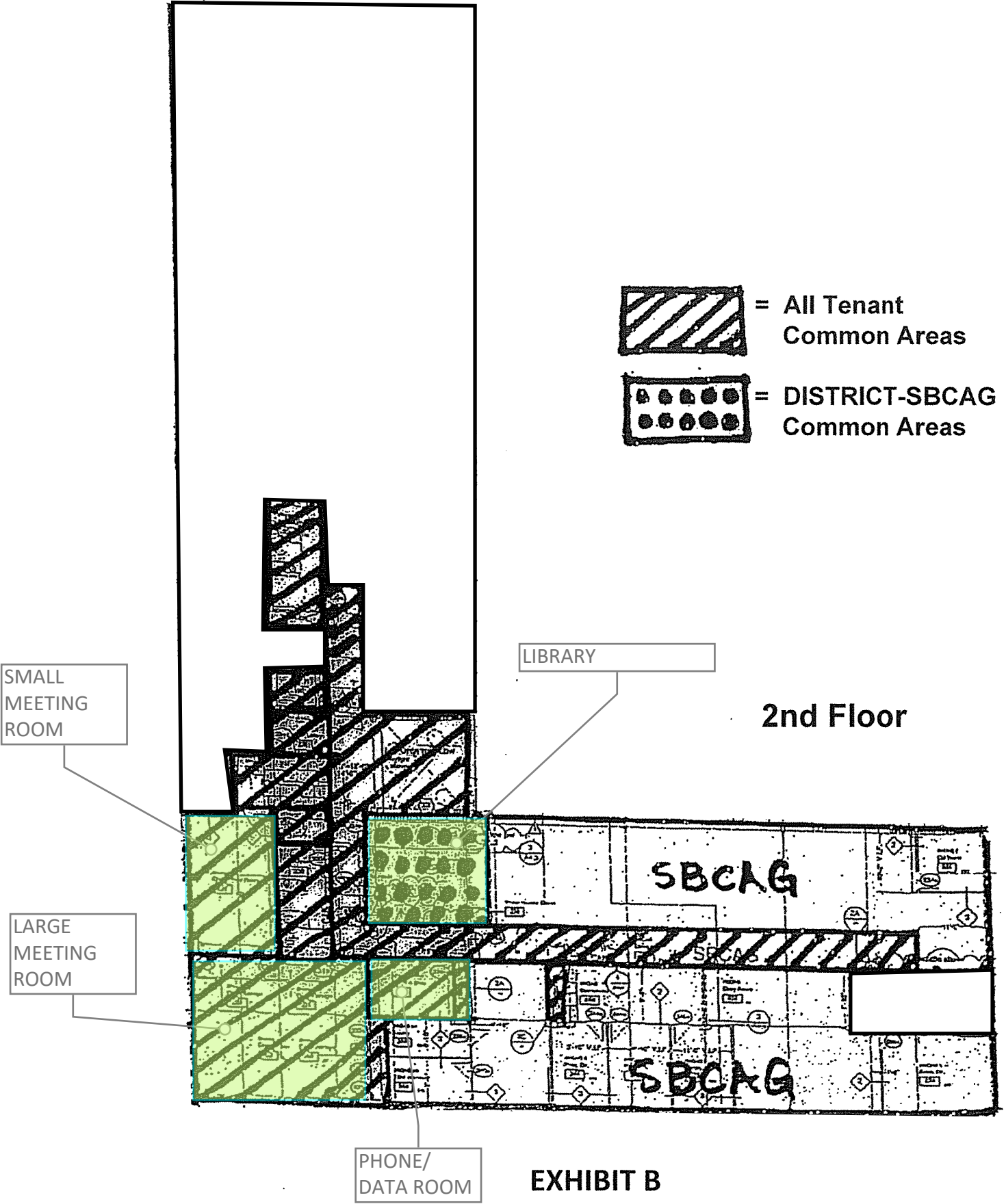
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Ray Aromatorio, ARM, AIC
Risk Manager



APPROVED:

By: DocuSigned by:
Julie Lawrence

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Julie Lawrence
Real Property Manager





-  = All Tenant Common Areas
-  = DISTRICT-SBCAG Common Areas

CASA NUEVA SPACE ALLOCATION

Building Space	Square Footage
Gross Building	28,647
Minus Lobby Air Space	(379)
Usable Square Footage	28,268
Minus Assignable Space	(22,303)
Remainder / Common Area	5,965

Occupant Share of Exclusive Office Space:

Occupant	Current Assigned SF	New Assigned SF	New Proportionate Share
DSS	5,998	5,998	27%
SBCAG	4,398	4,398	20%
DISTRICT	7,264	7,152	32%
GS	- 0 -	4,755	21%
VACANT	3,136	- 0 -	0%
TOTAL	20,796	22,303	100%

Occupant Share of Common Area:

Occupant	Proportionate Use as %	Proportionate Share (SF)
DSS	27%	1,611 sf
SBCAG	20%	1,193 sf
DISTRICT	32%	1,909 sf
GS	21%	1,252 sf
Total	100%	5,965 sf

Total Leased Square Footage Per Occupant:

Occupant		Current Occupancy		New Occupancy	
		Square Feet	% Occupied	Square Feet	% Occupied
DSS	Assignable SF	5,998		5,998	
	Common Area SF	<u>2,152</u>		<u>1,611</u>	
	Total	8,150	29%	7,609	27%
SBCAG	Assignable SF	4,398		4,398	
	Common Area SF	<u>1,581</u>		<u>1,193</u>	
	Total	5,979	21%	5,591	20%
DISTRICT	Assignable SF	7,264		7,152	
	Common Area SF	<u>2,617</u>		<u>1,909</u>	
	Total	9,881	35%	9,061	32%
GS	Assignable SF			4,755	
	Common Area SF			<u>1,252</u>	
	Total	0	0%	6,007	21%
VACANT	Assignable SF	3,136			
	Common Area SF	<u>1,122</u>			
	Total	4,258	15%	0	0%
BUILDING	TOTAL	28,268	100%	28,268	100%