



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

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

A-77

Department Name: General Services  
Department No.: 063  
For Agenda Of: July 1, 2008  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

**TO:** Board of Supervisors

**FROM:** Department Bob Nisbet, Director (560-1011)  
Director(s) General Services Department  
Contact Info: Paddy Langlands, Assistant Director (568-3096)  
Support Services Division

**SUBJECT:** Sixth Amendment to Management and Lease Agreement with the Santa Barbara Bowl Foundation; First Supervisorial District

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors approve and execute, in duplicate, the Sixth Amendment to Management and Lease Agreement between the Santa Barbara Bowl Foundation and the County of Santa Barbara adding a provision to provide the Foundation \$93,906.00 from cell site revenue over a period of three years for the purpose of general improvements to the property in accordance with the County Bowl Master Plan.

**Summary Text:**

The County previously negotiated the cost of Verizon Wireless' obligation to install a six inch water pipeline down a portion of Newton Road to the County Bowl property line. The sum of Verizon's contribution (\$45,000), plus three additional payments (\$16, 302 each) is being disbursed to the Bowl Foundation to be used towards general improvements in accordance with the Bowl Master Plan.

**Background:**

The County has the right under the Management and Lease Agreement with the Santa Barbara Bowl Foundation to grant property interest on the County Bowl property. In this instance, the County contracted with Verizon Wireless through a Lease Agreement dated December 5, 2006, for a wireless communication facility on a portion of the property. The facility was situated in such a way that it does

Subject: Sixth Amendment to Management and Lease Agreement with the Santa Barbara Bowl Foundation; First Supervisorial District;

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not interferer with the Master Plan improvements proposed for that part of the property. Under the terms of that Agreement, Verizon had certain covenants to perform, one of which was to install a partial water pipeline for the benefit of the property. Verizon did not fulfill that obligation and has contributed a monetary contribution of \$45,000 to the County as settlement for not fulfilling its obligation.

**Fiscal and Facilities Impacts:**

The lease with Verizon generates approximately \$21,000 annually for the County, and has a 20-year term.

Verizon has contributed a one-time payment of \$45,000 to the County to relieve Verizon of its obligation to install a waterline under the Lease Agreement. This Amendment will transfer the \$45,000 to the Bowl Foundation as the Bowl facility would have benefited from the waterline. Additionally, the County will contribute three annual payments of \$16,302 from the annual revenue generated from Verizon. The total contribution to the Bowl Foundation over three years is \$93, 906.

**Special Instructions:**

After Board action, please distribute as follows:

- |   |   |
|---|---|
| 1. Original Amendment                             | Clerk of the Boards File                        |
| 2. Duplicate Original Amendment<br>& Minute Order | Office of Real Estate Services, Ronn Carlentine |

**Attachments:**

(2) Sixth Amendments

**Authored by:** Ronn Carlentine, Office of Real Estate Services.

**cc:** Daniel Hernandez, Director of County Parks

Project: County Bowl Amendment  
Folio: WC 1076  
APN: 29-202-01 & 29-110-23  
Agent: rc

**SIXTH AMENDMENT TO MANAGEMENT AND LEASE AGREEMENT**

**THIS SIXTH AMENDMENT TO MANAGEMENT AND LEASE AGREEMENT** 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 BOWL FOUNDATION, a California Non-Profit Public Benefit Corporation, hereinafter referred to as "FOUNDATION",

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property in the City of Santa Barbara, County of Santa Barbara, commonly known and referred to as the Santa Barbara County Bowl; more particularly described as County Assessor's Parcel Numbers 29-202-01 and 29-110-23, together with the outdoor amphitheater, buildings, and improvements situated thereon (hereinafter "Property"); and

**WHEREAS**, COUNTY and FOUNDATION executed a Management and Lease Agreement on June 28, 1994, subsequently amended on April 11, 1995, May 9, 1995, February 11, 1997, April 8, 1997, and May 21, 2002, whereby FOUNDATION assumed certain responsibilities including, maintenance, repair, and capital improvements to the Property; and

**WHEREAS**, the COUNTY has the right under the Management and Lease Agreement to grant property interest in the Property and in this instance has contracted with Verizon Wireless through that certain Lease Agreement dated December 5, 2006 for a wireless communication facility on a portion of the Property which does not interfere with the master plan improvements for the Property; and

**WHEREAS**, COUNTY and Verizon Wireless made certain covenants under the Lease Agreement between the COUNTY and Verizon Wireless and one of those covenants is for Verizon to install a partial water pipeline for the benefit of the Property; and

**WHEREAS**, Verizon Wireless has not fulfilled its obligations under the Lease Agreement to install a water pipeline on the Property, but FOUNDATION has needs for other improvements in accordance with the Master Plan; and

**WHEREAS**, the parties agree that COUNTY will contribute an amount commensurate with the value of the water pipeline toward general improvements to the Property as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements, hereinafter set forth, COUNTY and FOUNDATION agree to the following amendments to the Management and Lease Agreement:

1. Section 22, OBLIGATIONS OF FOUNDATION, shall be amended by the addition of the following section, which shall follow immediately after Section 22.G., and which shall be known as Section 22.H. to read as follows:

“Upon COUNTY receiving from Verizon Wireless payment in the sum of FORTY FIVE THOUSAND & 00/100 DOLLARS (\$45,000.00), which shall relieve Verizon of its obligations to the COUNTY under the terms of the Lease Agreement dated December 5, 2006, the COUNTY shall disburse to FOUNDATION the amount of FORTY FIVE THOUSAND & 00/100 DOLLARS (\$45,000.00) to contribute towards general improvements in accordance with the Master Plan for the benefit of the Property. In addition, on or before January 1, 2009, COUNTY shall disburse to FOUNDATION the amount of SIXTEEN THOUSAND THREE HUNDRED TWO & 00/100 DOLLARS (\$16,302.00). Further, on or before January 1, 2010 and on or before January 1, 2011, COUNTY shall disburse to FOUNDATION the amount of SIXTEEN THOUSAND THREE HUNDRED TWO & 00/100 DOLLARS (\$16,302.00), respectively. Each of these three (3) disbursements of \$16,302.00, together with the \$45,000.00 disbursement, shall represent COUNTY’s contribution in lieu of the water line that was to be installed by Verizon Wireless.

2. It is expressly understood that in all other respects, said terms and conditions of the original Management and Lease Agreement dated June 28, 1994, and the subsequent amendments thereto, shall remain in full force and effect.

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Project: County Bowl Amendment  
Folio: WC 1076  
APN: 29-202-01 & 29-110-23  
Agent: rc

IN WITNESS WHEREOF, COUNTY and FOUNDATION have executed this Sixth Amendment to the Lease Agreement by the respective authorized officers as set forth below.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

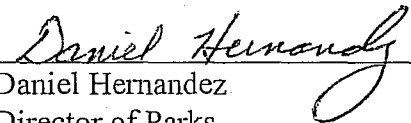
By: \_\_\_\_\_  
Chair, Board of Supervisors


By: \_\_\_\_\_  
Deputy

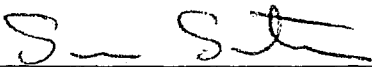
Date: \_\_\_\_\_

APPROVED:

"FOUNDATION"  
SANTA BARBARA BOWL FOUNDATION

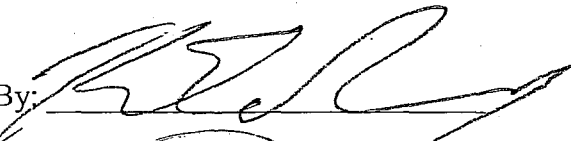
  
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Daniel Hernandez  
Director of Parks

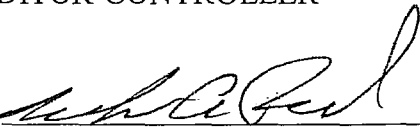
By:   
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By:   
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APPROVED AS TO FORM:  
DANIEL WALLACE  
INTERIM COUNTY COUNSEL

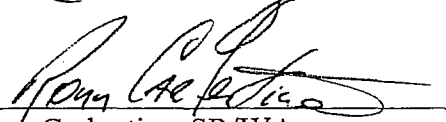
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, C.P.A.  
AUDITOR-CONTROLLER

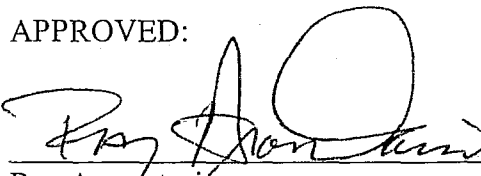
By:   
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By:   
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APPROVED:

APPROVED:

  
\_\_\_\_\_  
Ron Carlentine, SR/WA  
Real Property Manager

  
\_\_\_\_\_  
Ray Aromatorio  
Risk Program Administrator