

SANTA BARBARA COUNTY BOARD AGENDA LETTER



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

Agenda Number:
Prepared on: 07/18/06
Department: General Services
Budget Unit: 063
Agenda Date: 08/01/06
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Bob Nisbet, Director (560-1011)
General Services Department

STAFF CONTACT: Paddy Langlands, Assistant Director (568-3096)
Support Services Division

SUBJECT: Lease Amendment #6, Superior Court/Family Mediation Office
210 South Miller, Santa Maria; Fifth Supervisorial District
Folio No. 002617

RECOMMENDATIONS:

That the Board of Supervisors execute, in duplicate, the Sixth Amendment to the Lease Agreement between the County of Santa Barbara and Burt E. Fugate, Trustee of the Burt E Fugate Trust and the Anne Le Fever Trust for the use of approximately 2,440 square feet office space located at 201 South Miller, Suite 208, Santa Maria, by the Superior Court Family Custody-Mediation Services staff for a monthly rent amount of \$3,972.63. This Amendment extends the term for a period of one (1) year from August 1, 2006 through July 31, 2007 and adds two (2) renewal options of 1 year each, which options may be exercised by the Director of General Services, or designee on behalf of the Board of Supervisors.

ALIGNMENT WITH BOARD STRATEGIC PLAN:

The recommendation is primarily aligned with Goal No. 1: An efficient government able to respond effectively to the needs of the community.

EXECUTIVE SUMMARY AND DISCUSSION:

The County has been leasing the premises at 210 South Miller Street, from Santa Maria Office Investments No. Two (currently known as Burt E. Fugate, Trustee for the Burt E. Fugate Trust and the Anne Le Fever Trust) since April 17, 1990, for Superior Court Family Custody – Mediation Services. The Superior Court Family Custody – Mediation Services unit has found this location to be most desirable in meeting the needs of staff and clients in the Santa Maria area. This lease is scheduled to expire on July 31, 2006.

Subject: Lease Amendment #6, Superior Court Family Custody-Mediation
Fifth Supervisorial District; Folio No. 002617

Agenda Date: August 1, 2006

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The County and State are currently undergoing the process of transferring all court related facilities whether owned or leased by the County to the State. It is possible that this lease could be assigned to the State sometime during the next year.

MANDATES AND SERVICE LEVELS:

No change in programs or service levels.

FACILITIES AND FISCAL IMPACT:

The annual rent of \$47,671.59 is available and will be paid from Dept. 025, Fund 0069, Account 7580. If the lease is assigned to the State, the County will be required to pay the annual rental amount (\$47,671.59) to the State forever.

SPECIAL INSTRUCTIONS:

After Board action, distribute as follows:

1. Original executed Document - Official Board Files
2. Duplicate Original Document and Minute Order - Connie Smith, Office of Real Estate Services

Attachment:

Sixth Amendment to Lease Agreement

Board letter prepared by Connie Smith, Office of Real Estate Services.

Project: Family Mediation Office Lease at
201 So. Miller, #208, Santa Maria
Folio: 002617
APN: 125-360-012 & 013 (portion of)
Agent: CS

SIXTH AMENDMENT TO THE LEASE AGREEMENT

THIS SIXTH AMENDMENT TO THE LEASE AGREEMENT (hereinafter "Agreement")
is made by and between:

COUNTY OF SANTA BARBARA, a political
subdivision of the State of California, hereinafter referred
to as "COUNTY,"

and

BURT E. FUGATE, TRUSTEE OF THE BURT E.
FUGATE TRUST AND THE ANNE LE FEVER
TRUST as successors in interest to SANTA MARIA
OFFICE INVESTMENTS NO. TWO, a joint venture,
hereinafter referred to as 'LESSOR,'

with reference to the following:

WHEREAS, COUNTY and LESSOR entered into a Lease Agreement (hereinafter
"Agreement") on April 17, 1990, and subsequently amended said Agreement on May 10, 1994, May 9,
1995, June 18, 1996, July 1, 1997 and September 11, 2001, for the leasing of office space at 201 South
Miller Street, Suite 208, Santa Maria, California, for use by the Superior Court Family Custody –
Mediation Services staff; and

WHEREAS, the Agreement is scheduled to expire on July 31, 2006 and there are no remaining
renewal options; and

WHEREAS, the parties desire to amend said Agreement by 1) amending Section 2, LEASE
TERM, to reflect a term of one (1) year commencing August 1, 2006, and 2) amending Section 3,
EXTENSION AND RENEWAL OF LEASE, to reflect two (2) renewal/extension options of one year
each.

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

1. Section 2. LEASE TERM is repealed and replaced with the following:

“2. **LEASE TERM**: The extended term of this Lease shall be for a period of one (1)
year commencing August 1, 2006 and expiring on July 31, 2007, unless earlier terminated or
extended as provided herein.”

2. Section 3, EXTENSION AND RENEWAL OF LEASE is repealed and replaced with the following:

“3. **EXTENSION AND RENEWAL OF LEASE:** Provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY is hereby granted two (2) options to renew this Agreement from and after the expiration of the then-current term, which options shall be for a period of one (1) year each. COUNTY, through the Director of the General Services Department (or designee), may exercise said options to renew by providing written notice to LESSOR at least sixty (60) days (by May 31) prior to the expiration of the then-current term, provided that such renewal involves no additional changes except to rent, as noted below.

Extension Periods:

Extension One, 1 year	August 1, 2007 through July 31, 2008
Extension Two, 1 year	August 1, 2008 through July 31, 2009

In the event COUNTY exercises said option(s), the rental rate during the extended term(s) shall be adjusted per CPI and calculation provided in Section 4, RENTS, Subsection b. as amended on July 1, 1997.”

3. It is expressly understood that in all other respects, the terms and conditions of the original lease agreement signed by the Santa Barbara County Board of Supervisors on July 17, 1990, and subsequent amends on May 10, 1994, April 9, 1995, June 18, 1996, July 1, 1997 and September 11, 2001, shall remain in full force and effect.

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201 So. Miller, #208, Santa Maria
Folio: 002617
APN: 125-360-012 & 013 (portion of)
Agent: CS

IN WITNESS WHEREOF, LESSOR and COUNTY have executed this Sixth Amendment to the Lease Agreement to be effective as of the date executed by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By _____
Deputy Clerk

"LESSOR"
BURT FUGATE TRUST, 60% INTEREST
ANNE LE FEVER TRUST, 40% INTEREST

By: _____
Burt E. Fugate, Trustee for Burt Fugate Trust
and Successor Trustee for Anne LeFever Trust

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By _____
Deputy

By _____
Deputy

APPROVED:

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

Ray Aromatorio, A.R.M., A.I.C.
Risk Program Administrator

Department #: 025
Fund: 0069
Acct: 7580
Program: 0601