

**SANTA BARBARA COUNTY
AGENDA BOARD LETTER**



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

Agenda Number:
Prepared on: February 27, 2003
Department: General Services
Department No.: 063
Agenda Date: March 18, 2003
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Ronald S. Cortez, Director
General Services Department

STAFF

CONTACT: Ronn Carlentine
Real Property Manager (568-3078)

SUBJECT: Rehabilitation Institute at SB Lower Campus Lease First Amendment
Folio No. WB 2035
Second Supervisorial District

Recommendation(s):

That the Board of Supervisors approve and execute a First Amendment to Lower Campus Lease Agreement (hereinafter the "Amendment") between the County and Rehabilitation Institute at Santa Barbara (hereinafter the "Institute") which will allow the Institute to continue to use County land under their modular units identified as "H" and "L", located at 420 Camino del Remedio for storage purposes only. The Amendment extends the term for a period of 3 years wherein either party may terminate by giving the other 365 days written notice. Additionally, in lieu of rent and utility fees, Institute will transfer title and interest in a modular identified as "G" to County.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with actions required by law or by routine business necessity.

Executive Summary and Discussion:

Prior to moving into their own facility at 2415 De La Vina Street, in Santa Barbara, the Rehabilitation Institute at Santa Barbara provided rehabilitation services for 34 years from County facilities located at the County's Health Care Campus. The original lease dated September 28, 1981, was for the old General Hospital building. They soon realized that more space was necessary to enhance their operations. On August 4, 1986, the Institute entered into a Rental Agreement (later identified as the Lower Campus Lease Agreement) for use of vacant county property identified as a portion of the first floor area of the building known as the Dormitory Building, and surrounding land for use as a temporary trailer site, interior offices, storage and work shop area.

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In 2001, your Board approved the termination of the Agreement for The Lease of Rehabilitation Facilities and The Transfer of Operation of Rehabilitation Services of Santa Barbara General Hospital and accepted the termination letter from the Institute date March 23, 2001. However, the Institute still occupies a portion of the leased premises identified in the Lower Campus Lease, which expired on February 9, 2003.

The Institute would like to continue to lease only the premises on which their modular units "H" and "L" sit. These modulars are used for storage of old files and equipment only. This Amendment will allow the Institute to continue use of the premises for a period of 3 years. At any time during the 3-year term, either party may terminate the agreement by giving the other 365 days, or one year, prior written notice. The Amendment also includes two 1-year renewal options. In lieu of rent and utility charges, the Institute will transfer all title and interest for modular unit "G" to the County. The County Surveyor is currently making plans to remodel unit G to accommodate staff.

Mandates and Service Levels:

No change in programs or service levels.

Fiscal and Facilities Impacts:

The Institute will no longer make quarterly rent payments in the amount of \$587.40. The County will take possession of modular unit G, consisting of approximately 1,520 square feet of office space, which will be used to accommodate the Surveyor's staff at 427 Camino Del Remedio.

Special Instructions: After Board action, the Clerk distribute as follows:

- | | |
|---|--|
| 1. Original executed Amendment | Board's Official File |
| 2. Dupl. orig. exec. Amendment & Minute Order | GS/Facilities Services, Courthouse, 2 nd Floor
Annex, Attn: Connie Smith |

Concurrence:

General Services

Project: Rehab Land Lease @
427 Camino del Remedio
Folio: WB 2035
APN: 059-140-019 (Ptn.)
Agent: CS

FIRST AMENDMENT TO LOWER CAMPUS LEASE AGREEMENT

THIS FIRST AMENDMENT TO LOWER CAMPUS LEASE AGREEMENT, is made and entered into, by and between:

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

and

REHABILITATION INSTITUTE AT SANTA BARBARA, a non-profit corporation and general acute care hospital licensed by the State of California Department of Health Services, hereinafter referred to as "RISB,"

with reference to the following:

WHEREAS, COUNTY and RISB entered into a Lower Campus Lease Agreement (hereinafter "Agreement") on August 4, 1986, and renewed on February 4, 1992, February 4, 1995 and February 10, 1998, for RISB's use of the COUNTY owned property located at 420 Camino Del Remedio, Santa Barbara, commonly known as the old gas station area and Dormitory Building (hereinafter Premises), as a temporary trailer site, interior offices, storage and work shop area; and

WHEREAS, on March 23, 2001, RISB terminated and vacated the upper campus lease and portions of the lower campus area, due to moving to their new facility; and

WHEREAS, the parties wish to amend the Agreement to allow RISB to continue to use the Premises for storage only after the expiration date of February 9, 2003, with the condition that RISB will transfer title and interest in trailer/modular unit "G" as shown on Exhibit A attached hereto and incorporated by reference, to COUNTY in lieu of rent and payment of electrical charges to the Premises.

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Lower Campus Lease Agreement dated August 4, 1986, and renewed on February 4, 1992, February 4, 1995 and February 10, 1998, by the parties as follows:

1. Section 2. LOCATION, is repealed in its entirety and replaced with the following:

“2. **PREMISES:** The COUNTY hereby leases to RISB and RISB hereby takes from COUNTY that portion of real property located at 427 Camino Del Remedio, Santa Barbara, CA 93110, on which RISB has placed trailers identified as units “H” and “L” as shown on Exhibit A.”

2. Section 3. USE, is repealed in its entirety and replaced with the following:

“3. **USE:** RISB shall use the Premises for storage only. RISB shall have incidental use of common walkways and driveways necessary to access the Premises, as well as non-exclusive, unreserved, temporary parking for up to 2 vehicles.”

3. Section 4. TERM, is repealed in its entirety and replaced with the following:

“4. **TERM:** The term of this Agreement shall be for a period of three (3) years, commencing on February 10, 2003 and expiring on February 9, 2006, unless earlier terminated as provided herein. Either COUNTY or RISB may terminate this Agreement, without cause, by giving the other party three hundred sixty-four (364) days or one (1) year notice, in writing, prior to the effective date of such termination during the term or any renewed term.”

4. Section 5. EXTENSION AND RENEWAL OF LEASE, is repealed in its entirety and replaced with the following:

“5. **EXTENSION AND RENEWAL OF LEASE:** Provided RISB is in compliance with all terms and conditions of this Lease, RISB is hereby granted two (2) consecutive options to renew this lease from and after the expiration of the then-current term, which options shall be for a period of one (1) year each. RISB may exercise said options to renew by providing written notice to COUNTY sixty (60) days (or by December 9th) prior to the expiration of the then-current term.

Extension Periods:

Extension One, 1 year

February 10, 2006 through February 9, 2007

Extension Two, 1 year

February 10, 2007 through February 9, 2008

5. Section 7. RENT, is repealed in its entirety and replaced with the following:

“Section 7. **RENT**: In lieu of rent and as a condition precedent to commencement of the term hereof, RISB shall transfer all title and interest in that personal property described as trailer/modular “G” of Exhibit A.”

6. Section 11. UTILITIES & JANITORIAL, is repealed in its entirety and replaced with the following:

“11. **UTILITIES & JANITORIAL**: COUNTY shall provide electrical power to the Premises at no cost to RISB. In no event shall the electrical usage exceed that which is reasonably required for the use intended per Section 3. USE. If usage does exceed that which is reasonably required, RISB shall pay all cost for the exceeded amount.

RISB agrees that no additional utilities shall be constructed or placed on the Premises. If additional utilities are required on the Premises for the operations of RISB, RISB shall request COUNTY’s consent in writing prior to placement or installation of any additional utilities on the Premises and shall pay all associated costs.

RISB shall pay for rubbish removal and all janitorial services for the Premises.

7. Section 18. NOTICES, RISB’s address shall be amended to read:

“To RISB: Rehabilitation Institute at Santa Barbara
Attention: Bill Forsher, Facilities Director
2415 De La Vina Street
Santa Barbara, CA 93105”

8. It is expressly understood that in all other respects, the terms and conditions of the original Agreement signed by the Santa Barbara County Board of Supervisors on August 4, 1986, and renewed on February 4, 1992, February 4, 1995 and February 10, 1998, shall remain in full force and effect.

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Project: Rehab Land Lease @
427 Camino del Remedio
Folio: WB 2035
APN: 059-140-019 (Ptn.)
Agent: CS

IN WITNESS WHEREOF, COUNTY and RISB have executed this Amendment by the respective authorized officers as set forth below. This Amendment shall be effective on February 10, 2003.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By _____
Chair, Board of Supervisors

By _____
Deputy

“RISB”
REHABILITATION INSTITUTE AT SB

By _____
Melinda Staveley, President/CEO

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:

By _____
Ronn Carlentine SR/WA
Real Property Manager

By _____
John A. Forner, MBA, ARM
Risk Manager