



**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

**Department Name:** General Services  
**Department No.:** 063  
**For Agenda Of:** 11/21/2006  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**  
**Vote Required:** Majority

**TO:** Board of Supervisors  
**FROM:** Department Director(s) Bob Nisbet, Director (560-1011)  
General Services Department  
Contact Info: Paddy Langlands, Assistant Director (568-3096)  
Support Services Division  
**SUBJECT: First Amendment to Foodbank Lease at 4554 Hollister Ave., SB;  
Second Supervisorial District  
Office of Real Estate Services Folio No. 002270**

**County Counsel Concurrence:**

As to form:  Yes  No  N/A

**Auditor-Controller Concurrence:**

As to form:  Yes  No  N/A

**Other Concurrence:** Risk Management

As to form:  Yes  No  N/A

**Recommended Action(s):**

That the Board of Supervisors approve and execute, in duplicate, the First Amendment to the Lease Agreement between the County of Santa Barbara and Foodbank of Santa Barbara County, Inc. to increase their leased premises at 4554 Hollister Avenue, in Santa Barbara, by approximately 4,000 square feet, bringing the total leased area to approximately 20,900 square feet; Second District.

**Summary:**

Foodbank of Santa Barbara County, Inc. has been using the leased premises at 4554 Hollister Avenue since 1984, for a distribution center for surplus and donated food commodities that are then given to charitable organizations for distribution to low income individuals and families in Santa Barbara County. The increasing volume of food donations has resulted in a need for more warehouse space. Foodbank would like to expand its operations on the approximate 4,000 square feet of land vacated by CEC's Recycling Program in 1997. This amendment to the original lease agreement dated September 5, 1995, will increase the leased premises for Foodbank's use and responsibility.

**Background:**

The County and Foodbank entered into a 10-year License Agreement on December 17, 1984, for the purpose of constructing a storage building with related improvements for use by Foodbank as a collection, storage and distribution center for commodities and surplus and donated food. The License Agreement granted Foodbank an option to renew, with the County's consent, at the expiration of the 10-year term. Nearing the end of the 10-year

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term, Foodbank obtained \$30,000 in Community Development Block Grant funds from the City of Santa Barbara to be used to expand the warehouse at 4554 Hollister Avenue. On September 5, 1995, the County and Foodbank entered into a Lease Agreement for a period of 20 years.

The Community Environmental Council leased a portion of the property adjacent to and on the southeasterly boundary of Foodbank's leased premises, for a recycling center on a month-to-month basis. That lease was terminated by CEC on September 1, 1997. Due to Foodbank's need for additional space, they would like to expand onto the area vacated by CEC.

**Fiscal and Facilities Impacts:**

Budgeted:  Yes  No

**Fiscal Analysis:**

Narrative: There are no fiscal impacts to the County associated with this lease. They pay charges for all utilities serving the premises, and are required to maintain Workers' Compensation, General and Automobile Liability, and Property insurance coverage. Foodbank is also responsible for maintenance and repair of all buildings, roadways, sidewalks and other improvements and landscaping on the property. Additionally, Foodbank pays possessory interest taxes on the leased premises.

This first Amendment to the Lease Agreement does not impact the consideration as agreed to under the original Lease Agreement dated September 5, 1995. The consideration of the original lease was that Foodbank would construct a building on the leased premises and to operate a food distribution facility for county residents. Any and all improvements constructed on the leased premises during the term or any extension thereof shall become the property of the County.

**Staffing Impact(s):**

**Legal Positions:**  
N/A

**FTEs:**  
N/A

**Special Instructions:**

Upon Board approval and execution, the Clerk should distribute as follows:

1. Original executed document - Board's Official File
2. Dupl orig executed document & Minute Order - Attn: Connie Smith, Office of Real Estate Svcs, Courthouse, 2<sup>nd</sup> Floor East Wing

Note: Upon receipt of the fully executed lease document, Office of Real Estate Services will copy for their file and forward the duplicate original lease document to the Lessee.

**Attachments:**

First Amendment to Lease Agreement

**Authored by:** Connie Smith, Office of Real Estate Services.