

# **ATTACHMENT 3**

## **Third Amendment to the APCD Lease Agreement**

Project: APCD Casa Nueva  
APN: 059-140-029  
RP File: 003410  
Agent: JL

**THIRD AMENDMENT TO THE LEASE AGREEMENT**

**THIS THIRD 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 AIR POLLUTION CONTROL DISTRICT, a special district, hereinafter referred to as "DISTRICT,"

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, attached hereto and incorporated herein by reference; and

**WHEREAS**, COUNTY and DISTRICT entered into a lease agreement on November 26, 2002 (hereinafter "Agreement"), for the purpose of leasing 14,139 square feet of the Building to DISTRICT to be used as commercial office space (hereinafter "Original Premises"); and

**WHEREAS**, on August 20, 2020, COUNTY and DISTRICT entered into a First Amendment to the Lease Agreement (hereinafter "First Amendment"), which reduced DISTRICT's leased space from 14,139 square feet to 9,881 square feet and added one option to extend the term of the Agreement by seven (7) years; and

**WHEREAS**, portions of the Building were occupied by the Santa Barbara County Association of Governments ("SBCAG"), COUNTY Department of Social Services and DISTRICT; and

**WHEREAS**, the COUNTY General Services Department ("GS") wished 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**, on October 21, 2021, COUNTY and DISTRICT entered into a Second Amendment to the Lease Agreement (hereinafter “Second Amendment”), which reduced DISTRICT’s leased space from 9,881 square feet to 9,061 square feet; and

**WHEREAS**, COUNTY and DISTRICT 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 DISTRICT agree as follows:

1. **EFFECTIVE DATE**: This Amendment shall be effective May 1, 2024 (hereinafter “Effective Date”). Except as otherwise set forth herein, the terms and provisions of this Amendment regarding the DISTRICT’s reduction in leased premises and reduced rent shall be effective on the date that DISTRICT vacates and delivers to COUNTY that portion of its leased premises further identified below in Paragraph 3, **REDUCTION OF LEASED PREMISES** (hereinafter “Reduced Premises Commencement Date”), which shall not occur prior to May 1, 2024.
2. **REDUCTION OF LEASED PREMISES**: Section 3, **LEASED PREMISES**, is hereby deleted and replaced with the following:

COUNTY hereby leases to DISTRICT and DISTRICT hereby takes from COUNTY, a portion of the approximately 28,197 square foot building. The portion of the Building leased by DISTRICT (hereinafter “Premises”) consisted of 14,139 square feet from May 1, 2003 through September 15, 2020; 9,881 square feet from September 16 through August 22, 2021; and 9,061 square feet from August 23, 2021 through May 1, 2024; and 7,271 square feet from May 1, 2024 and continuing for the remainder of the lease term. The Premises shall include certain common areas that are to be shared solely by DISTRICT and SBCAG (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**: DISTRICT shall have exclusive use of 5,708 square feet of office space, as shown on Exhibit B.
  - B. **Common Areas**: DISTRICT shall have non-exclusive use of 1,563 square feet of common areas, which are designated as either All Tenant Common Areas or DISTRICT-SBCAG Common Areas and identified on Exhibit B.
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 NINE THOUSAND THREE HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$9,399.95) per month beginning on May 1, 2024 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 (1<sup>st</sup>) 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.

Sections 6.A.1. and 6.A.2. shall remain unchanged.

4. **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 by reference, except that DISTRICT shall be responsible for maintenance and repair when such is required due to the negligence of DISTRICT'S agents, officers, employees and/or invitees.

COUNTY shall inform DISTRICT and SBCAG of the then-current cleaning schedule for all common areas, including the 1<sup>st</sup> floor Kitchen and Breakroom.

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

- B. **DISTRICT's Responsibilities:** DISTRICT shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises within DISTRICT's control and those items listed in Exhibit D as DISTRICT's responsibilities, but only to the extent of DISTRICT's proportionate share as defined in Section 6 of this third amendment. Upon termination or expiration of this Agreement, DISTRICT will return the Premises to COUNTY with those items in good order, reasonable wear and tear excepted.

DISTRICT shall manage the calendar that schedules all use of the library room, and agrees to coordinate with all Building occupants regarding such use as needed. If the room is available, DISTRICT shall accept reservations for these areas no more than thirty (30) days in advance and will not allow long-term scheduling of the areas on a regular basis without the prior consent of the COUNTY and SBCAG.

DISTRICT shall document any potentially hazardous and/or toxic chemicals, materials or substances that are stored in its 1<sup>st</sup> Floor Lab, now and in the future, and will provide COUNTY with a Material Data Sheet (MDS) for each such item. In the event of any release of any hazardous or toxic chemicals, DISTRICT shall bear the sole liability and responsibility for cleanup and remediation. Prior to termination of this Agreement or surrender of the premises, any and all hazardous or toxic chemicals must be cleaned and removed to the satisfaction of the County.

- C. **Shared Responsibilities:** COUNTY and DISTRICT shall each have the right to place one (1) refrigerator in the 1<sup>st</sup> floor Kitchen and Breakroom for that party's

exclusive use (or DISTRICT's shared use with SBCAG). COUNTY and DISTRICT agree to jointly decide on the placement of each refrigerator and any vending machines in the space.

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

5. **UTILITIES AND JANITORIAL SERVICES:** Section 10, *UTILITIES AND JANITORIAL SERVICES*, of the Agreement is hereby modified and amended to the sentence at the end of the first paragraph to read "Upon the Reduced Premises Commencement Date, DISTRICT's share shall be 7,271/28,197, or 26%."
6. **EXHIBITS:**
  - a. Exhibit B is hereby deleted and replaced in its entirety 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 28,197 square feet, and effective May 1, 2024, the Premises shall be defined as 7,271 square feet, which includes DISTRICT's share of the common areas."
    2. The fourth paragraph is hereby deleted and replaced with the following paragraph:
 

"Effective May 1, 2024, DISTRICT's share of total operating costs shall be 26% (hereinafter "DISTRICT's share"). DISTRICT'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, DISTRICT'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 May 1, 2024, DISTRICT shall pay to COUNTY, in addition to the maintenance expense discussed above, ONE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS AND FOURTY-THREE CENTS, (\$1,232.43) per month, based on \$.1695 per square foot, for repair and replacement of major systems as such are identified herein."
  - c. Exhibit D is hereby deleted and replaced with the attached and titled "Exhibit D", incorporated herein by reference.
7. **EXECUTION IN COUNTERPARTS:** This Agreement 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.

8. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated November 26, 2002, the First Amendment to the Lease Agreement, dated August 20, 2020, and the Second Amendment to the Lease Agreement, dated October 21, 2021, shall remain in full force and effect.

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Project: APCD Casa Nueva  
APN: 059-140-029  
RP File: 003410  
Agent: SF

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

“DISTRICT”  
SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT  
STATE OF CALIFORNIA

ATTEST:  
AERON ARLIN GENET  
CLERK OF THE BOARD

By:   
Director Laura Capps, Chair

By:   
Deputy Clerk of the Board

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL FOR DISTRICT

By:   
Jenna Richardson, District Counsel

**(COUNTY SIGNATURES TO FOLLOW)**

Project: APCD Casa Nueva  
APN: 059-140-029  
RP File: 003410  
Agent: JL

**COUNTY SIGNATURE PAGE**

COUNTY:

COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

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

Dated: \_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, C.P.A.  
AUDITOR-CONTROLLER

Signed by:  
By: Tyler Sprague  
0AC56B8DE45F483...  
Tyler Sprague  
Deputy County Counsel

DocuSigned by:  
By: C. Edwin Price, Jr.  
A99ED5BD71D04FB...  
C. Edwin Price, Jr.  
Deputy Auditor-Controller

APPROVED:  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

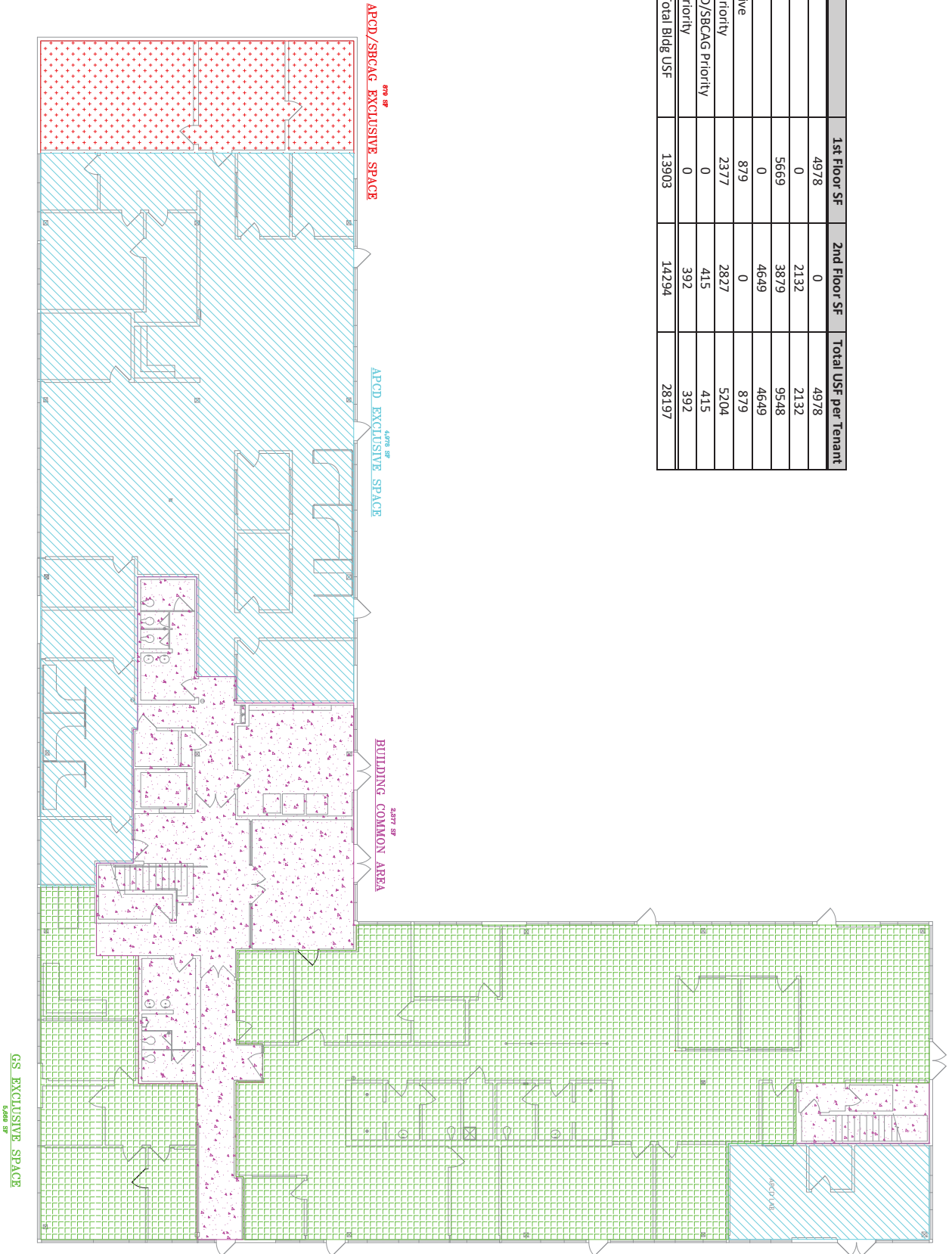
APPROVED AS TO FORM:  
CEO/RISK MANAGEMENT

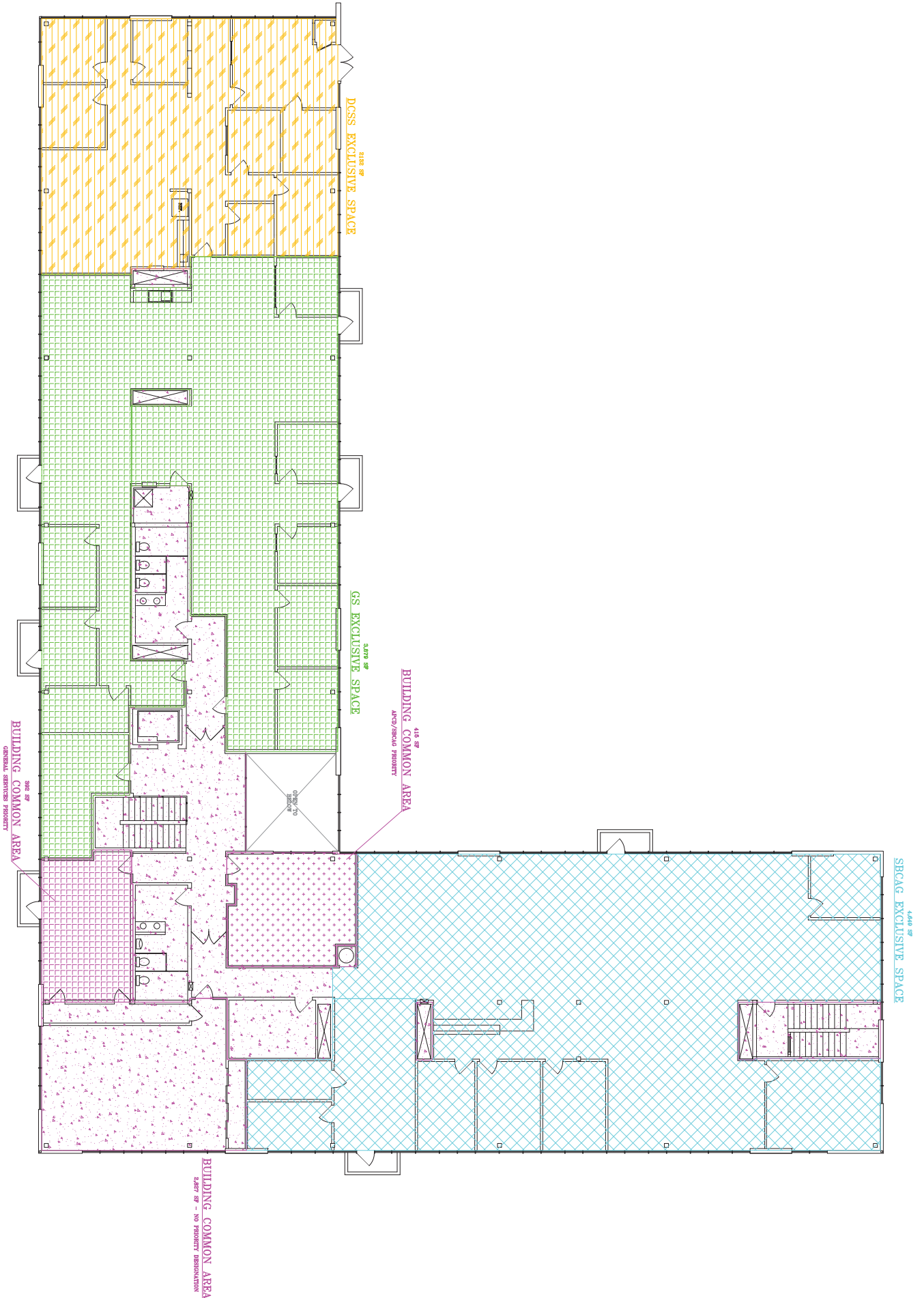
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By: Kirk Lagerquist  
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Kirk A. Lagerquist, Director  
General Services Department

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By: Greg Milligan  
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Greg Milligan  
Risk Manager



Tenants	1st Floor SF	2nd Floor SF	Total USF per Tenant
APCD	4978	0	4978
DCSS	0	2132	2132
General Services	5669	3879	9548
SBCAG	0	4649	4649
APCD/SBCAG Exclusive	879	0	879
Common Area: No Priority	2377	2827	5204
Common Area: APCD/SBCAG Priority	0	415	415
Common Area: GS Priority	0	392	392
USF total per floor/Total Bldg USF	13903	14294	28197





# EXHIBIT B-3

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## CASA NUEVA SPACE ALLOCATION

Building Space	Square Footage
Gross Building	28,576
Minus Lobby Air Space	(379)
Usable Square Footage	28,197
Minus Assignable Space	(22,186)
Remainder/Common Area	6,011

### Occupant Share of Exclusive Office Space:

Occupant	Current Assigned SF	New Assigned SF	New Proportionate Share
DSS	5,998	2,132	9%
SBCAG*	4,398	4,798	22%
DISTRICT*	7,152	5,708	26%
GS	4,755	9,548	43%
TOTAL	22,303	22,186	100%

\* SBCAG/DISTRICT share 879 sq.ft. computer room 17% (149sf) / 83% (730sf) included above

### Occupant Share of Common Area:

	Proportionate Use as %	Proportionate Share (SF)
DSS	9%	541
SBCAG	22%	1,322
DISTRICT	26%	1,563
GS	43%	2,585
TOTAL	100%	6,011

### Occupant Share of Overall Space

Occupant		Current Occupancy		New Occupancy	
		SF	% Occupied	SF	% Occupied
DSS	Assignable SF	5,998	27%	2,132	9%
	Common Area SF	<u>1,611</u>		<u>541</u>	
	<b>Total</b>	<b>7,609</b>		<b>2,673</b>	
SBCAG	Assignable SF	4,398	20%	4,798	21%
	Common Area SF	<u>1,193</u>		<u>1,211</u> **	
	<b>Total</b>	<b>5,591</b>		<b>6,009</b>	
DISTRICT	Assignable SF	7,152	32%	5,708	26%
	Common Area SF	<u>1,909</u>		<u>1,563</u>	
	<b>Total</b>	<b>9,061</b>		<b>7,271</b>	
GS	Assignable SF	4,755	21%	9,548	44%
	Common Area SF	<u>1,252</u>		<u>2,696</u> **	
	<b>Total</b>	<b>6,007</b>		<b>12,244</b>	
<b>BUILDING</b>	<b>Total</b>	<b>28,268</b>	<b>100%</b>	<b>28,197</b>	<b>100%</b>

\*\* SBCAG common area space reduced by 111 sf and GS common area space increased by 111 sf due to SBCAG no longer utilizing this square footage in the 1st floor break room.

EXHIBIT D  
MAINTENANCE AND REPAIR RESPONSIBILITIES

Item No.	Item	Not Applicable	County	District/SBCAG
<b>1. Building Exterior</b>				
	Repair Walls and Painted Surfaces		X	
	Door and Window Trim		X	
	Doors, hardware		X	
	Windows: Hardware and Screens		X	
	Locks		X	
	Roof, Flashing		X	
	Rain Gutters/Down Spouts		X	
	<b>Lighting</b>		X	
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	
	Ballast		X	
	Handrails		X	
	Signs (County Designation)		X	
	Timers		X	
	Gutters		X	
	Decking Walkways		X	
	Exterior Patios		X	
	Decking (Overdecking on rooftop area)		X	
	Water Softener, Filter and Conditioner		X	
	Stairs		X	
	Roof Drains		X	
	Gates		X	
	Gas/Water Lines		X	
	Electrical Lines		X	
	Phone/Computer Lines		X	
	Sewer Lines		X	
<b>2. Building Interior (within Leased Premises)</b>				
	Walls			X
	Painted Surfaces			X
	Door Hardware		X	
	Locks		X	
	Janitorial/General Cleaning			X
	Floor, Sweeping and Cleaning			X
	Carpet, Vacuum and Cleaning			X
	Window Coverings			X
	<b>Lighting</b>			
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	

**EXHIBIT D  
MAINTENANCE AND REPAIR RESPONSIBILITIES**

<b>Item No.</b>	<b>Item</b>	<b>Not Applicable</b>	<b>County</b>	<b>District/SBCAG</b>
	Ballast		X	
	Handrails (ADA)		X	
	Signs		X	
	Timers		X	
	Drinking Fountains		X	
	Ceiling		X	
	Showers		X	
	Toilet/Urinals (Replacement)		X	
	Toilet/Urinals (Maintenance)		X	
	Sinks & Faucets (Replacement)		X	
	Sinks & Faucets (Maintenance)		X	
	Gas Lines		X	
	Water Lines		X	
	Sewer Lines/Drains		X	
	Towel Racks		X	
	Phones Lines & Jacks			X
	Computer Lines & Jacks			X
	TV Cable & Jacks			X
	Phones			X
	Security System (Tenant)			X
	Refrigerator/Microwave			X
	Counter Tops (Replacement)		X	
	Counter Tops (Maintenance)		X	
	Garbage Disposal		X	
<b>3.</b>	<b>Grounds</b>			
	Drinking Fountains		X	
	Mailboxes		X	
	Fences		X	
	Trash Bins/Enclosures		X	
	Bike Racks		X	
	Signs (County)		X	
	Litter Pick-up		X	
	Cleaning, Sidewalks, Walkways, Parking Lot		X	
	<b>Lighting</b>			
	Parking Lot/Driveways/Walkways		X	
	Timers (External)		X	
	Timers (Internal)		X	
	Signs			X
<b>4.</b>	<b>Landscaping</b>			
	Sprinklers (Repair and Replacement)		X	
	Headers		X	
	Rodent/Pest Control		X	

EXHIBIT D  
MAINTENANCE AND REPAIR RESPONSIBILITIES

Item No.	Item	Not Applicable	County	District/SBCAG
	Plant Trimming/Removal/Replacement		X	
	Tree Care & Trimming		X	
	Trees/Shrubs/Flowers/Lawn/Seeding/Fertilizer		X	
<b>5. Mechanical Systems</b>				
	Electrical Panels, Breaker (Interior)		X	
	Electrical Fuses (Interior)		X	
	Electrical Receptacles, Switches (Interior)		X	
	Electrical Central Switches		X	
	Elevators		X	
	HVAC		X	
	Water Heater		X	
<b>6. Roadways/Parking Lots Repair &amp; Maintenance</b>				
	Striping		X	
	ADA Signage		X	
	Asphalt/Cement Surface, Curbing		X	
	Wheel Stops		X	
	Drainage		X	
	Signs		X	
<b>7. Fire Equipment</b>				
	Sprinklers		X	
	Hoses		X	
	Fire Extinguishers (Interior)		X	
	Alarm Systems		X	
	Smoke Detectors		X	
<b>8. Other Items</b>				
	Janitorial service/products, dispensers, waste containers (Tenant Premises)			X
	Window Washing (Interior & Exterior Common Area))		X	
	Janitorial service/products (Common Area)		X	
	Floor Waxing and sweeping (Interior Common Area)		X	
	Sweeping entry, sidewalks and walkways (Exterior)		X	
	Refuse, Rubbish and Garbage Disposal (Common Area)		X	
	Broken window glass or door glass (Common Area)		X	
	Cleaning Storage Rooms, Utility Rooms		X	
	Exterminating		X	
	Carpet/Linoleum/Tile Replacement (Interior Common Area)		X	
	Building Foundation		X	
	Flooring (wood & concrete)		X	

EXHIBIT D  
MAINTENANCE AND REPAIR RESPONSIBILITIES

<b>Item No.</b>	<b>Item</b>	<b>Not Applicable</b>	<b>County</b>	<b>District/SBCAG</b>
	Utility mains & appurtenances		X	
	Security System including cameras for public building points of entry, common areas		X	
	Lawn mower, repair and maintenance		X	