



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: 10/24/2006  
Placement: Administrative  
Estimate Time:  
Continued Item: NO  
If Yes, date from:  
Vote Required: Majority

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**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 5/Early Care & Education Lease Agreement - Santa Maria  
RES File # 003389**

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**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 a Lease Agreement between the County of Santa Barbara and C-Four Investments, Inc. (Lessor) for the use of approximately 1,500 square feet of office space located at 218 W. Carmen Lane, Suite 111, in Santa Maria, for a period of approximately 3 years from the date of approval through June 30, 2009, with 3 options to renew for 1-year each. The Lease is for First 5/Early Care and Education and the base rent for the first year of the term is \$1,725 per month and will be adjusted annually by the Consumer Price Index for the Los Angeles-Riverside-Orange County area.

**Summary:**

Since July 1, 2006, First 5/Early Care & Education has continued to lease the premises at 218 W. Carmen Lane, Suite 111, in Santa Maria on a month-to-month basis pursuant to Section 5, HOLDING OVER of the expired lease, until a new lease is negotiated to include tenant improvements and language allowing for reimbursement of the tenant improvements.

The Board's approval of the Lease Agreement will enable First 5 to remain in the leased premises for an additional 3 years with three (3) one-year renewal options to extend through June 30, 2012. Additionally, the tenant improvements will be most beneficial to the staff and their clients by providing additional work space for volunteers and in turn being able to provide services to more north county residents.

**Background:**

The Early Care and Education Program was initiated by the Santa Barbara Child Care Planning Council who received a multi-year grant from the Children and Families Commission. The grant was split into two programs, one program being under the County Administrator and the other program under Santa Barbara County Education. County Education entered into a lease on behalf of the Santa Barbara Child Care Planning Council for office space to be shared by staffs from both programs and the County's program reimbursed County Education half the monthly rent.

On February 1, 2002, the County Education's program was transferred to the County and County Education terminated the lease for the office space at 218 W. Carmen Lane, Suite 111, Santa Maria, with the landlord's consent and understanding that the County would enter into a lease agreement for that office space. A Lease Agreement between the County of Santa Barbara and C-Four Investments, Inc. was approved on March 23, 2002, for a term of approximately 1 year with three (3) one-year renewal options to extend the Lease Agreement through June 30, 2006. This location has been very successful in terms of serving the north county clientele.

**Fiscal and Facilities Impacts:**

Budgeted:  Yes  No

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State	\$ 20,700.00	\$ 33,144.00	\$ 55,000.00
Federal			
Fees			
Other:			
Total	\$ 20,700.00	\$ 33,144.00	\$ 55,000.00

Narrative:

The Current FY Cost is the base rent of \$1725x12. The Annualized Ongoing Cost includes the base rent, CPI adjustments, data service, phone services and utilities. The Total One-Time Project Cost include: tenant improvements, Network Support, ITS Support, furniture and moving cost.

**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, General Services
3. Copy of executed document & Minute Order: - Attn: Wendy Sims-Moten, First 5

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 Lessor.

**Attachments:**

Lease Agreement

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

**cc:** Wendy Sims-Moten, Business Mgr., First 5 SB County

Project: Early Care & Education Office  
Lease at 218 W. Carmen Lane, SM  
APN: 117-483-006 (Portion)  
Folio: 003389  
Agent: CS

### LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the

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

and

C-FOUR INVESTMENTS INC., a California  
Corporation, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, LESSOR is the owner of the property and improvements commonly known as 218 West Carmen Lane, Santa Maria, CA, more particularly described as Assessor Parcel Number 117-483-006 (hereinafter "Property"), shown as the diagonally slashed area on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, on April 23, 2002, COUNTY entered into a lease agreement for a portion of the Property known as Suite 111, which lease expired on June 30, 2006; and

WHEREAS, COUNTY has been holding over with LESSOR'S approval while the parties negotiate a new lease to include tenant improvements necessary to improve the functionality of the office space; and

WHEREAS, COUNTY and LESSOR would like to enter into a lease agreement which will allow the COUNTY to continue using Suite 111, and will include a description of the desired tenant improvements and payment plan for the tenant improvements.

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

1. ADMINISTRATION AND ENFORCEMENT: The provisions of this Agreement shall be administered and enforced for COUNTY by the First 5 Santa Barbara County.

2. LEASED PROPERTY: LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, a portion of that certain real property located at 218 West Carmen Lane, Santa

Maria, California (Assessor Parcel No. 117-483-006). The portion to be leased by COUNTY shall consist of Suite 111, approximately 1,500 square feet of commercial office space (hereinafter "Premises"), also shown on Exhibit "B" attached hereto and made a part hereof by reference, including the use of 6 unreserved parking spaces and common areas.

3. **TERM:** The term of this Agreement shall be for a period of three (3) years commencing on the execution by COUNTY, and terminating on June 30, 2009, subject to other provisions for termination and extension as herein contained.

4. **EXTENSION AND RENEWAL OF LEASE:** At the end of the base term, provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY shall have, with written notice to LESSOR at least ninety (90) days prior to expiration of this Agreement, three (3) options of one (1) year each to extend the term of the Agreement as follows:

Renewal Option #1, one (1) year	July 1, 2009 through June 30, 2010
Renewal Option #2, one (1) year	July 1, 2010 through June 30, 2011
Renewal Option #3, one (1) year	July 1, 2011 through June 30, 2012

Renewal options shall be exercised by the First 5 Santa Barbara County Executive Director, or designee, on behalf of COUNTY.

5. **HOLDING OVER:** Should COUNTY occupy the Premises after the expiration date of this Agreement, or any extension thereof with the consent of LESSOR, express or implied, such possession shall be construed to be a tenancy from month-to-month and COUNTY shall pay LESSOR for such tenancy at the monthly rate in effect on the expiration date. This month-to-month tenancy may be terminated upon thirty (30) days written notice from either party given at any time.

6. **RENT:** Rent for the initial year of this Agreement shall be ONE THOUSAND SEVEN HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$1,725.00) per month payable on the first day of each month. Rent for any period during the term, or any extension thereof that is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of rent shall be made to LESSOR at the address stated herein or to such other person or place as LESSOR may from time to time designate in writing. Rent shall include water, sewer and trash.

7. **COST OF LIVING ADJUSTMENT:** On July 1, 2007, and on each and every anniversary of that date, the monthly base rent shall be increased by the same percentage as the increase in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (1982-84=100), All Items, for the Los Angeles-Riverside-Orange Co. area (the "Index"). In no event shall the adjusted base rent be less than the rent payable for the preceding year, or more than 5%.

The base rent shall be increased in accordance with the following formula:

$$X = A \times B/C$$

$$X = \text{Adjusted Base Rent}$$

$$A = \text{Base Rent in effect immediately before the current adjustment}$$

- B = The monthly index in effect for the month of **March** immediately preceding the current adjustment
- C = The monthly index in effect for the month of March, 2006 (the "base Index").

If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

8. **NON-APPROPRIATION:** LESSOR understands that monies paid to LESSOR by COUNTY as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of four (4) calendar months after the mailing of termination notice by COUNTY to LESSOR, and the liability of the parties hereunder for further performance under the terms of the Agreement, except as otherwise set forth in this Section and in Section 15, **INDEMNIFICATION**, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination.

9. **MAINTENANCE AND REPAIR:**

A. LESSOR'S Responsibilities: LESSOR agrees to perform all maintenance and repair to the Premises as said responsibilities are set forth in Exhibit "C", "MAINTENANCE AND REPAIR RESPONSIBILITY", attached hereto and incorporated herein by reference. LESSOR shall maintain all mains, wires, and cables to the Premises.

B. COUNTY'S Responsibilities: COUNTY, through its County Administrator's Office shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises and those items listed as COUNTY'S responsibility in Exhibit "C." Upon termination or expiration of this Agreement, COUNTY will return the Premises to LESSOR, with those items in good order, reasonable wear and tear excepted.

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

10. **TENANT IMPROVEMENTS:** LESSOR shall make the tenant improvements set forth on the attached Proposal 06082001 from Lee Beebe Construction, Inc. dated August 20, 2006, and marked Exhibit "D" attached hereto and incorporated herein by reference.

The improvements shall be of good quality and the development and construction work shall be performed in a good and workmanlike manner. All work in the Premises shall be performed by licensed contractors, subcontractors and vendors. LESSOR shall secure or cause to be secured all permits and licenses necessary for the proper construction and completion of the improvements, and shall assume full responsibility for the compliance of contractors, subcontractors and vendors, and the improvements with all governmental laws, codes, ordinances, regulations and standards applicable thereto.

11. **PAYMENT OF TENANT IMPROVEMENTS:** LESSOR shall pay for all tenant improvements pursuant to the terms specified in Exhibit "D." COUNTY shall reimburse LESSOR immediately upon LESSOR submitting copies of invoices and receipts for payments made by LESSOR for the tenant improvements per Section 9, TENANT IMPROVEMENTS . LESSOR and COUNTY understand that there may be some minor changes to the tenant improvements and agree to pay for the changes in an amount not to exceed 10% of the total costs for tenant improvements stated in the contractor's proposal of \$27,150.00.

12. **UTILITIES AND JANITORIAL SERVICES:** COUNTY shall pay all charges for gas and electricity, janitorial, cable and phone services (if any) provided to the Premises. LESSOR shall pay for all exterior and common area lighting and maintenance.

13. **NONDISCRIMINATION:** LESSOR in its operations to be conducted pursuant to the provisions of this Agreement will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or any COUNTY ordinance.

Noncompliance with provisions of this article shall constitute a material breach hereof and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

14. **QUIET ENJOYMENT:** LESSOR covenants that COUNTY, upon performing the provisions of this Agreement, shall have quiet use and enjoyment of the Premises. LESSOR further covenants that it will not deliberately interfere or permit others acting subsequently through or under LESSOR, including other tenants of LESSOR, to interfere with COUNTY'S quiet use and enjoyment of the Premises.

15. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY:	First 5 Santa Barbara County	and	General Services Department
	1 East Anapamu Street, #200		1105 Santa Barbara Street, 2 <sup>nd</sup> Floor
	Santa Barbara, CA 93101		Santa Barbara, CA 93101
	Pat Wheatley, Director		Ronn Carlentine, Real Property Mgr.
	(805) 884-8087		(805) 568-3078)

LESSOR:	C-Four Investments
	P.O. Box 7551
	Santa Maria, CA 93456-7551
	(805) 928-2800

or at such other address as the respective parties may designate in writing. Any notice may be given by use of the United States mails, postage prepaid Certified mail, or by personal delivery. The date

of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

16. **INDEMNIFICATION:** COUNTY shall defend, indemnify, and save harmless LESSOR, its officers, agents and employees (if any) from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of COUNTY or its agents, employees, or independent contractors.

LESSOR shall defend, indemnify, and save harmless COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of LESSOR, his agents, employees, or independent contractors.

17. **LESSOR'S INSURANCE OBLIGATION:** LESSOR shall maintain property insurance on the Premises throughout this Agreement. In the event LESSOR enters into a self-insurance program for property coverage, LESSOR shall include the Premises covered under this Agreement in any such program.

COUNTY shall maintain property insurance for personal effects, including supplies, furniture and tenant improvements.

18. **COUNTY SELF-INSURANCE PROGRAM:** LESSOR understands and acknowledges that the COUNTY is permissively self-insured for Workers Compensation. Documentation of self-insurance as authorized by the State of California will be provided if requested.

COUNTY is self insured for General and Automobile Liability Insurance. Documentation will be provided to LESSOR evidencing the \$500,000 self-insured retention by COUNTY and the remaining coverage evidenced by a Certificate of Insurance for Excess Liability Coverage up to \$1,000,000.

COUNTY shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

19. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** LESSOR and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LESSOR or COUNTY, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LESSOR or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by LESSOR will not be invalidated thereby.

20. **TAXES AND ASSESSMENTS:** LESSOR shall pay and discharge all property taxes and assessments, including special assessments, if any, levied upon the Property and/or Premises during the term of this Agreement, or any extension thereof.

21. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

22. **REMEDIES**: In the event of a default or breach by either party, the nondefaulting party may exercise any right or remedy at law or in equity which such nondefaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 23, **WAIVER**, herein below.

B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where COUNTY is the nondefaulting party, COUNTY may terminate this Agreement and surrender possession.

D. Where LESSOR is the nondefaulting party, LESSOR may terminate or not terminate this Agreement. Where LESSOR elects not to terminate this Agreement but elects to terminate COUNTY'S right of possession, LESSOR shall have the right and the duty to attempt to relet the Premises for the benefit of COUNTY upon such terms and conditions, including rent, which COUNTY deems reasonable. If LESSOR lawfully removes property of COUNTY, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, COUNTY.

23. **WAIVER**: It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like or any other provision of this Agreement.

24. **TERMINATION**: This Agreement shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to LESSOR, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. At the expiration of the term as provided in Section 3, **TERM**;

B. Upon the date which is six (6) months following COUNTY'S notice of the non-appropriation of funds as provided in Section 8, **NON-APPROPRIATION**;

C. Upon discrimination by LESSOR in violation of Section 13, **NONDISCRIMINATION**;

D. Upon the failure by COUNTY to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 21, **DEFAULT**; or

E. Upon the total destruction of the Premises, as provided in Section 27, **DESTRUCTION OF THE PREMISES**.



25. **ABANDONMENT**: COUNTY shall not vacate or abandon the Premises at any time during the term of this Agreement and if COUNTY shall abandon, vacate, or surrender said Premises, any personal property belonging to COUNTY and left on the Premises more than thirty (30) days after termination of this Agreement shall be deemed abandoned, at the option of the LESSOR.

26. **FIXTURES**: The parties agree that all improvements to, or fixtures on, the Premises, made or added by either party, except trade fixtures added by COUNTY that may be removed as hereinafter provided, shall be and become the property of LESSOR upon their being affixed or added to the Premises. At the termination of the term hereof, COUNTY may remove such trade fixtures as it shall have affixed or added to the Premises which may be removed without damage to the Premises.

27. **DESTRUCTION OF THE PREMISES**: If the Premises are totally destroyed by fire or any other cause, this Agreement, at the option of COUNTY, shall terminate.

If a loss renders any portion of the Premises unusable, COUNTY may choose to remain or may terminate this Agreement by written notice to LESSOR. Should COUNTY choose to remain in possession after such loss, LESSOR shall promptly repair the Premises within ninety (90) days of the casualty.

If COUNTY chooses to remain in possession of the Premises despite partial destruction, the rent provided in this Agreement shall be reduced by the same percentage that usable floor space has been reduced until the destroyed section is rebuilt to its condition prior to the casualty.

28. **AGENCY DISCLOSURE**: LESSOR acknowledges that the General Services Department, Facilities Services Division of COUNTY, is the agent for the COUNTY exclusively, and is neither the agent for the LESSOR nor a dual agent in this transaction.

COUNTY acknowledges that the LESSOR is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

29. **OBLIGATIONS TO SECURED LENDER/FORECLOSURE**: In case of a foreclosure or other proceeding by which the lender or its successor takes title to the Premises, COUNTY will accept the lender or its successor as the lawful landlord in place of LESSOR. COUNTY shall provide such estoppel or attornment certificates as the lender, or successor, may require, without subordination of this Agreement.

30. **CAPTIONS**: The title on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

31. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. **SUCCESSORS IN INTEREST:** This Agreement shall bind and enure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.

33. **WASTE AND NUISANCE:** COUNTY shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.

34. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out duties contemplated herein.

35. **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 together constitute one and the same instrument.

36. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

37. **AMENDMENTS:** This Agreement may be amended by written consent of both parties. Said amendments, once fully executed, shall be binding upon heirs, successors, and assigns of all parties hereto.

38. **CONSTRUCTION:** The parties to this Contract agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this Contract embody the parties' mutual intent, and this Contract shall not be construed more liberally in favor of, nor more strictly against any party hereto.

39. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

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Project: Early Care & Education Office  
Lease at 218 W. Carmen Lane, SM  
APN: 117-483-006 (Portion)  
Folio: 003389  
Agent: CS

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

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED.  
COUNTY EXECUTIVE OFFICER

"LESSOR"  
C-Four Investments

By: [Signature]

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

By: [Signature]  
Pat Wheatley, Executive Director  
First 5 Santa Barbara County

\_\_\_\_\_  
Printed Name and Title

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARE  
COUNTY COUNSEL

\_\_\_\_\_  
Printed Name and Title

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: [Signature]  
Deputy

APPROVED:  
[Signature]  
Rohn Carlentine, SR/WA  
Real Property Manager

APPROVED:  
[Signature]  
Ray Afomatario, A.R.M., A.I.C.  
Risk Program Administrator

Project: Early Care & Education Office  
Lease at 218 W. Carmen Lane, SM  
APN: 117-483-006 (Portion)  
Folio: 003389  
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"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

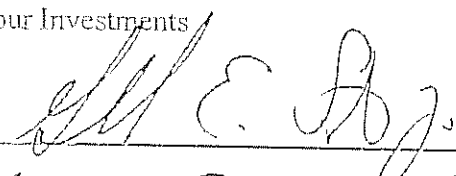
By: \_\_\_\_\_  
Deputy

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

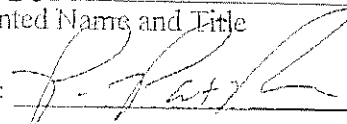
APPROVED:  
COUNTY EXECUTIVE OFFICER

"LESSOR"  
C-Four Investments

By \_\_\_\_\_

By:   
\_\_\_\_\_  
Bruce E. Jensen Jr. - Pres.  
Printed Name and Title

By \_\_\_\_\_  
Pat Wheatley, Executive Director  
First 5 Santa Barbara County

By:   
\_\_\_\_\_  
PAT WHEATLEY V.P.  
Printed Name and Title

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

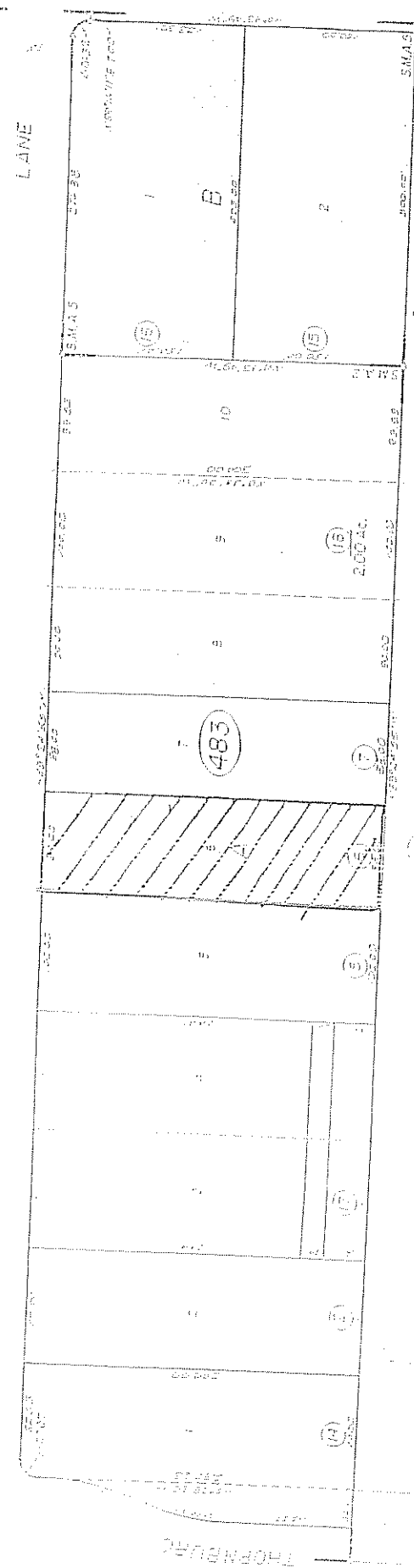
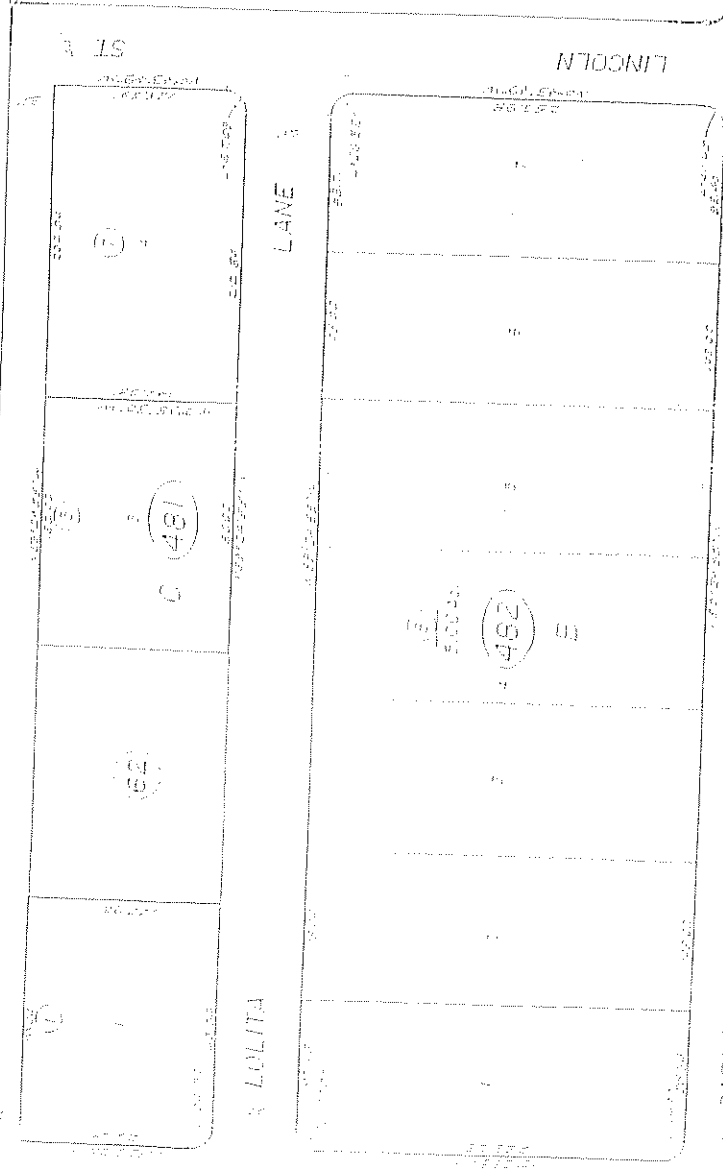
By: \_\_\_\_\_  
Deputy

APPROVED:

APPROVED:

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

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

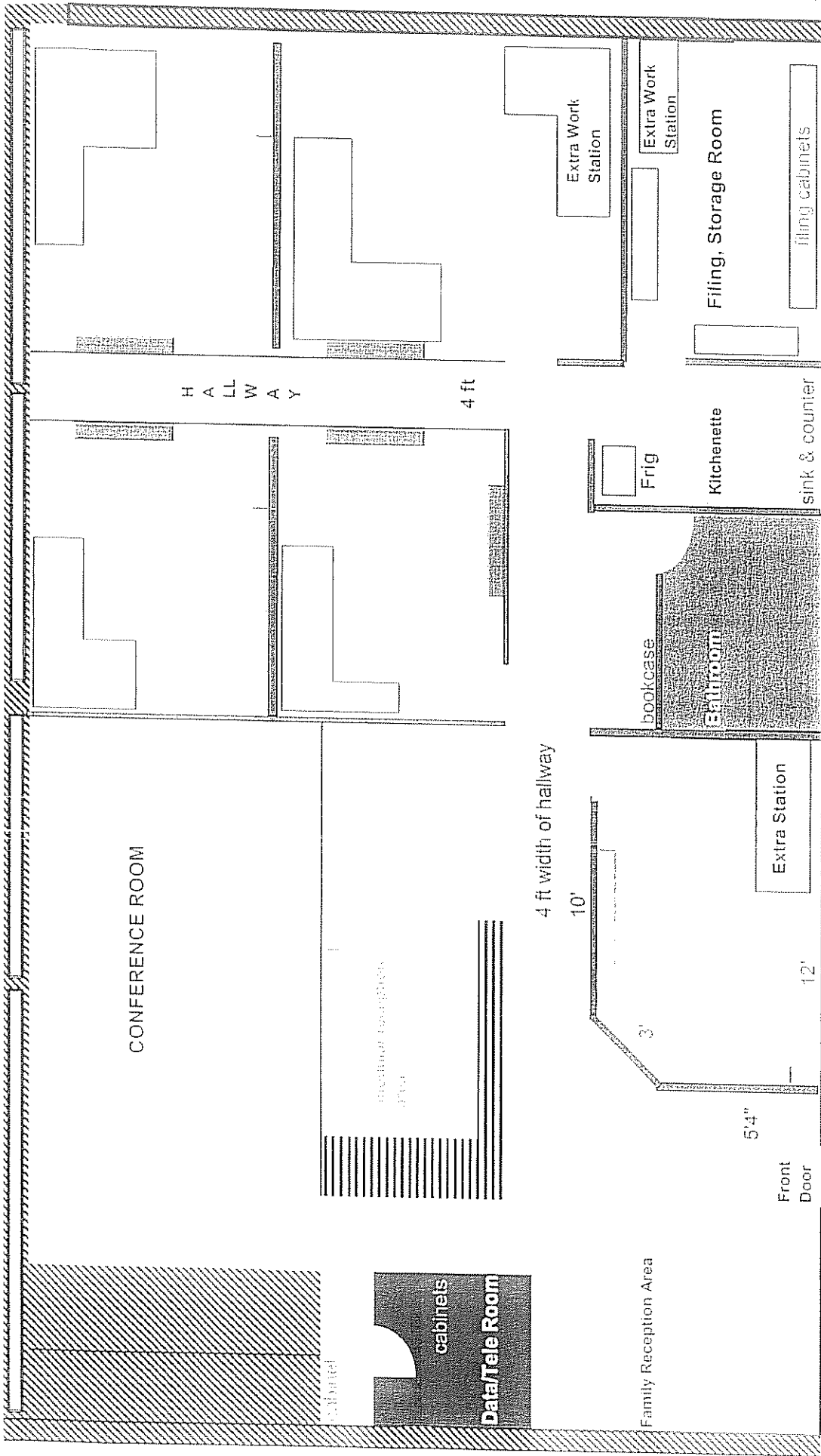


Assessor's Map Bk:117 - Pg. 48  
 County of Santa Barbara, Calif.

NOTE - Assessors Block Numbers Shown in Ellipses  
 Necessary Parcel Numbers Shown in Circles

11-63 R.M. Bk. 70, Pg. 76 - Santa Maria Acres Unit 2  
 11-65 R.M. Bk. 74, Pg. 50 - Santa Maria Acres Unit No. 5

EXHIBIT A



First 5 Santa Maria Office  
 218 West Carmen Ln, Ste 111  
 Santa Maria, CA 93458

**EXHIBIT "B"**

MAINTENANCE AND REPAIR RESPONSIBILITY

ITEM	NOT APPLICABLE	COUNTY	LESSOR
1. <b>Building Exterior</b>			
Repair Walls			X
Painted Surfaces			X
Door and Window Trim			X
Doors, Hardware			X
Windows: Hardware and Screens			X
Locks			X
Roof			X
Rain Gutters			X
Flashing			X
Down Spouts			X
<b>Lighting</b>			
Bulbs			X
Fixtures			X
Transformers			X
Fluorescent Lights			X
Ballast			X
<b>Handrails</b>			X
Signs (County Designation)		X	
<b>Timers</b>			X
<b>Gutters</b>			X
<b>Decking/Walkways</b>			X
<b>Exterior Patios</b>			X
Decking			X
<b>Water Softener, Filter and Conditioner</b>			X
<b>Stairs</b>			X
<b>Roof Drains</b>			X
<b>Gates</b>			X
<b>Gas/Water Lines</b>			X
<b>Elect. Lines</b>			X
<b>Phone/ Computer Lines</b>			X
<b>Sewer Lines</b>			X

MAINTENANCE AND REPAIR RESPONSIBILITY

Folio: 003389

ITEM	NOT APPLICABLE	COUNTY	LESSOR
<b>2. Building Interior</b>			
Walls			
Painted Surfaces		X	
Door Hardware		X	
Locks		X	
General Cleaning		X	
Floor, Sweeping and Cleaning		X	
Carpet, Vacuum and Cleaning		X	
Window Coverings		X	
<b>Lighting</b>		Maint.	Install
Bulbs			
Fixtures		X	
Transformers/Ballast		X	
Fluorescent Lights		X	
<b>Handrails (ADA)</b>			
Signs			
Timers			Directory
Drinking Fountains	X		
Showers			X
Toilet/Urinals (Replacement)	X		
Toilet/Urinals (Maintenance)			X
Sink & Faucets (Replacement)		X	
Sink & Faucets (Maintenance)			X
Gas Lines		X	
Water Lines			X
Sewer Lines/Drains			X
Phone Lines & Jacks			X
Computer Lines & Jacks		Interior	Exterior
T.V. Cable & Jacks		Maint.	Install
Phones	X		
Towel Racks		X	
Garbage Disposal	X		
		X <sup>1</sup>	



## MAINTENANCE AND REPAIR RESPONSIBILITY

ITEM	NOT APPLICABLE	COUNTY	LESSOR
Refrigerator/ Microwave		X	
Stove	X		
Counter Tops, replacement			X
Cabinets, replacement			X
Dish Washer	X		
Trash Compactor	X		
<b>3. Grounds</b>			
Drinking Fountains			X
Mail Boxes			X
Fences			X
Trash Bins			X
Trash Enclosures			X
Bike Racks			X
Signs (County)		Door	Directory
Litter Pick-up			X
<b>Lighting</b>			
Parking Lot			X
Driveways			X
Walkways			X
Timers (external)			X
Timers (internal)	X		
Signs			X
Cleaning, Sidewalks, Walkways, Parking Lot			X
<b>4. Landscaping</b>			
Trees			X
Shrubs			X
Flowers			X
Lawn			X
Watering			X
Weeding			X

MAINTENANCE AND REPAIR RESPONSIBILITY

ITEM	NOT APPLICABLE	COUNTY	LESSOR
Sprinkler, Repair and Replace			X
Headers			X
Rodent/Pest			X
Seeding			X
Fertilizer			X
Plant Trimming			X
Plant Removal			X
Plant Replacement			X
Tree Care & Trimming			X
<b>5. Mechanical Systems</b>			
Electrical Panels, Breaker, Interior			X
Electrical Fuses, Interior			X
Electrical Receptacle, Switches, Interior		X	
Electrical Central Switches			X
Elevator			X
Heating			X
Air Conditioning			X
Water Heater			X
<b>6. Roadways/Parking Lots Repair &amp; Maintenance</b>			
Striping			X
Handicap Signage			X
Asphalt Surface, Curbing			X
Cement Surface, Curbing			X
Wheel Stops			X
Drainage			X
Signs			X
<b>7. Fire Equipment</b>			
Sprinklers (if any)			X
Hoses (if any)			X
Extinguisher (interior)			X
Alarm Systems			X
Smoke Detectors			X

## MAINTENANCE AND REPAIR RESPONSIBILITY

ITEM	NOT APPLICABLE	COUNTY	LESSOR
<b>8. Other Items</b>			
Paper supplies, dispensers waste containers, soap in restrooms and kitchens		X	
Interior janitorial products and services		X	
Interior Floor Waxing, Sweeping		X	
Window Washing (Interior & Exterior)		Interior	Exterior
Exterior sweeping entry, sidewalks and walkways			X
Janitorial service for public areas or common use areas			X
Broken window glass or door glass, (Except caused by COUNTY or its clients)			X
Refuse, Rubbish and Garbage Disposal			X
Cleaning Storage Rooms, Utility Rooms		Interior	Exterior
Exterminating			X
Carpet, Linoleum & Tile Replacement			X
Lawn mower, repair and maintenance			X
Building Foundation			X
Flooring (wood & concrete)			X
Utility mains & appurtenances			X

<sup>1</sup> If garbage disposal is installed during the construction of tenant improvements or at a later time.

# LEE BEEBE CONSTRUCTION, INC.

License No. 525863

4648 CAMEO DR. SANTA MARIA, CA 93455  
(805) 937-8355 FAX (805) 937-0774

Gregory Beebe

Page 1 of 5

**PROPOSAL 06082001**

Date: August 20, 2006

Submitted to: Santa Maria Realty

We hereby submit specifications and estimates for 218 West Carmen Lane, Suite 111

**DEMOLITION:** Remove existing walls per drawings.

**FRAMING:** Build new walls in office per floor plan.

**ELECTRICAL:** Relocate existing lighting to meet code in proposed offices. Provide wall switches, plugs and outlets per code. Provide Telephone conduit. Separate light switch for each office.

**DRYWALL:** 5/8 drywall on all new constructed walls. Tape, texture to match Existing walls.

**DOOR/HARDWARE:** New doors each with single pane French door and hardware.

**PAINT:** Paint entire suite existing and new walls.

**PLUMBING:** New drain, with hot and cold water adjacent to new kitchen area.

**CARPET:** New carpet throughout suite. Vinyl in bathroom and storage area to remain.

**GLAZING:** Glass and bronze metal store front casing for all windows in office area.

**MECHANICAL:** Revise existing duct work in existing offices to provide supply and return in new offices.

**CLEAN UP:** All construction debris to be removed off site.

EXHIBIT "D" (1 of 5)

LEE BEEBE CONSTRUCTION, INC. CONTRACT TERMS

**EXTRA WORK**

1. Should Santa Maria Realty, direct or request additional work, not shown on the present plans and specifications for said project be done by Lee Beebe Construction, Inc., the cost of the additional work, requested in writing shall be added to the contract price and paid by Santa Maria Realty on completion of such additional work. The term "cost" as used in this paragraph means the actual cost to Lee Beebe Construction, Inc. of the labor, materials, suspension, overhead, or subcontracts required for such additional work increased by ten (10) percent for Lee Beebe Construction, Inc.'s profits. Lee Beebe Construction, Inc. is entitled to be paid for all such additional work requested in writing.

**DESTRUCTION OF PROJECT**

2. Should said project or any part thereof be destroyed by fire, theft, vandalism, accident, act of God or other cause not the fault of Lee Beebe Construction, Inc., any work done or materials furnished by Lee Beebe Construction, Inc. in restoring or rebuilding said project shall be paid for by Santa Maria Realty as extra work performed by Lee Beebe Construction, Inc. pursuant to paragraph 1 of this contract.

**SANTA MARIA REALTY'S POWER TO TERMINATE CONTRACT**

3. Should Lee Beebe Construction, Inc. commit any of the acts specified in this paragraph, Santa Maria Realty giving ten (10) days notice in writing thereof to Lee Beebe Construction, Inc., without prejudice to any other rights or remedies given Santa Maria Realty by law or by this Contract, may terminate the services of Lee Beebe Construction, Inc. under this Contract; take possession of said project. Lee Beebe Construction, Inc. shall be deemed to have committed an act specified in this paragraph if he shall:

- (a) Be adjudged a bankrupt;
- (b) Make a general assignment for the benefits of his creditors;
- (c) Refuse or fail, except as provided in Paragraph 5 of this Contract, to supply enough properly skilled workers or proper materials to complete said project in time specified in this Contract;
- (d) Fail to make prompt payment to subcontractors, laborers or material men for labor performed on or materials to said project;
- (e) Persistently disregard any law or ordinance relating to said project or the completion thereof; or
- (f) Otherwise commit a substantial violation of any provision of this Contract.

### LEE BEEBE CONSTRUCTION, INC.'S POWER TO TERMINATE CONTRACT

4. Should Santa Maria Realty fail to pay to Lee Beebe Construction, Inc. any amount that is due pursuant to this contract within five (5) days after Santa Maria Realty receives a written bill, Lee Beebe Construction, Inc. may give written notice of default thereof to Santa Maria Realty, and if Santa Maria Realty does not pay the amount due within five (5) days of receipt of the written notice terminate his services under this Contract, and stop work on said project. If Santa Maria Realty fails to make the payment or payments which caused Lee Beebe Construction, Inc. to exercise his right to stop work within thirty (30) days of the date work is stopped, Lee Beebe Construction, Inc. may rescind this Contract by serving written notice of rescission on Santa Maria Realty. In the event Lee Beebe Construction, Inc. so rescinds this Contract, Lee Beebe Construction, Inc. shall be entitled to recover damages for lost profits resulting from such rescission caused by Santa Maria Realty's failure to make timely payment.

### UNAVOIDABLE DELAYS AND DEFAULTS

5. Either party, Lee Beebe Construction, Inc. or Santa Maria Realty, shall be excused for any delays unavoidably caused by the act of the other, any agent of the other, any governmental authority, strikes, walk-outs or other causes beyond his control. Each party shall use reasonable diligence to avoid any such delay and to resume performance under this Contract as promptly as possible after any such delay.

### DELAYS

6. In the event extra work is assigned to project causing delays in project schedule or work performed by "others" subcontractors not provided by Lee Beebe Construction, Inc., delays will be added to target completion dates in which case Lee Beebe Construction, Inc. will not be held responsible.

### EXTRA WORK

7. All extra work will be requested in writing and any response to additional work will also be in writing.

#### NOTICE OF COMPLETION

8. Santa Maria Realty shall execute, acknowledge and record in the manner provided by law a notice of completion of said project within ten (10) days after final inspection and approval of said project as fully completed by the building inspection department of the governmental entity having jurisdiction over the project. If Santa Maria Realty fails to record such notice of completion, Lee Beebe Construction, Inc. may sign and record a notice of completion on Santa Maria Realty's behalf provided that all work called for by the contract has been fully completed in a workmanlike manner, including all finish work.

#### ATTORNEY'S FEES

9. Should any litigation be commenced between the parties hereto concerning said project, any Provision or the rights and obligations of either in relation thereto, the party, Santa Maria Realty or Lee Beebe Construction, Inc., prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation.

#### SOLE AND ONLY AGREEMENT

10. This instrument constitute the sole and only agreement of the parties hereto relating to said project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect. This agreement may be modified only by an agreement in writing, which is supported by a new consideration.

#### NOTICE TO SANTA MARIA REALTY

11. Lee Beebe Construction, Inc. is required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning Lee Beebe Construction, Inc. may be referred to the registrar of the board.

We Propose hereby to furnish material and labor- complete in accordance with the above specifications, for the sum of:

Twenty Seven Thousand One Hundred Fifty and 00/100 Dollars (\$27,150.00)

Payment Schedule as follows:

- 30% Draw (\$ 8,145.00) Framing Completed
- 30% Draw (\$ 8,145.00) Drywall Completed
- 30% Draw (\$ 8,145.00) Paint & Carpet Completed
- 10% Retention (\$ 2,715.00) All Work Completed

  
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ Days.

Acceptance of Proposal- The above prices and specification are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment schedule as outlined above.

Signature: 

Date of Acceptance: 9/25/06