

Attachment 2

Second Amendment to the SBCAG Lease Agreement

003411

Project: SBCAG Casa Nueva
APN: 059-140-029
RP File: 003411
Agent: AH

SECOND AMENDMENT TO THE LEASE AGREEMENT

THIS SECOND 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 ASSOCIATION OF GOVERNMENTS, hereinafter referred to as "SBCAG,"

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 of the Lease Agreement, incorporated herein by reference; and

WHEREAS, COUNTY and SBCAG entered into a lease agreement (hereinafter "Agreement") on January 14, 2003, for the purpose of leasing 5,979 square feet of the Building to SBCAG to be used as commercial office space; and

WHEREAS, COUNTY and SBCAG entered into a First Amendment to the lease agreement (hereinafter "First Amendment") on October 21, 2021, for the purpose of reducing the space leased to 5,591 square feet of the Building to SBCAG to be used as commercial office space; and

WHEREAS, portions of the Building are occupied by the County Department of Social Services ("DSS"), County Department of General Services ("GS"), SBCAG and the Santa Barbara County Air Pollution Control District (hereinafter, "DISTRICT"); and

WHEREAS, the COUNTY General Services Department ("GS") now wishes to occupy an increased portion of exclusive office space of the Building of; and

WHEREAS, COUNTY and SBCAG 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 SBCAG agree as follows:

1. **EFFECTIVE DATE**: This Amendment shall be effective October 1, 2024 (hereinafter “Effective Date”). Except as otherwise set forth herein, the terms and provisions of this Amendment regarding SBCAG’s increase in leased premises and increased rent, due to changes in usable square footage, and measuring of common areas and exclusive areas, shall be effective as of October 1, 2024, as further identified in Exhibit B, attached hereto and incorporated herein by reference.

2. **LEASED PREMISES**: Section 3, *LEASED PREMISES*, is hereby deleted and replaced with the following:

COUNTY hereby leases to SBCAG and SBCAG hereby takes from COUNTY, a portion of the approximately 28,197 square foot building. The portion of the Building leased by SBCAG (hereinafter “Premises”) consisted of 5,979 square feet from May 1, 2003 through August 22, 2021, and 5,591 square feet from August 23, 2021 through September 30, 2024; and 6,009 square feet from October 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 SBCAG and DISTRICT (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**: SBCAG shall have exclusive use of 4,798 square feet of commercial office space, as shown on Exhibit B. COUNTY will no longer utilize the hallway in SBCAG’s exclusive space as access to the roof.

B. **Common Areas**: SBCAG shall have non-exclusive use of 1,211 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 SEVEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND FORTY-FOUR CENTS (\$7,768.44) per month beginning on October 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 (1st) 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.

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 herein by reference, except that SBCAG shall be responsible for maintenance and repair when such is required due to the negligence of SBCAG'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 1st 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 2nd floor phone and data room. COUNTY shall cooperate with SBCAG to ensure specific individuals have access to the phone and data room.

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

SBCAG shares a conference room reservation system with the DISTRICT and will independently schedule the following 2nd floor rooms; Wisteria conference room, Oak conference room and library room. GS will schedule the use of the Manzanita conference room, and agrees to coordinate with all Building occupants regarding such use.

5. **UTILITIES AND JANITORIAL SERVICES:** The last sentence of the first paragraph of Section 10, *UTILITIES AND JANITORIAL SERVICES*, is hereby deleted and the following sentences are added: "Upon commencement of this Agreement effective October 1, 2024 and continuing through the remaining term, SBCAG's share shall be 6,009/28,197, or 21%."

6. **EXHIBITS:**

- A. Exhibit B is hereby deleted and replaced with the attached pages titled "Exhibit B-1, B-2, and B-3", 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, effective October 1, 2024, "leasable square feet at the Property" shall be defined as 28,197 square feet and the Premises shall be defined as 6,009 square feet, which includes SBCAG's share of the common areas."

2. The first sentence in the fourth paragraph is hereby deleted and replaced with the following:


“Effective October 1, 2024, SBCAG’s share of total operating costs shall be 21% (hereinafter “SBCAG’s share”).
 3. Section 2, *REPLACEMENT RESERVE / Cost of Living Adjustment*, of Exhibit C is hereby modified by adding the following after the first sentence: “Effective October 1, 2024, SBCAG shall pay to COUNTY, in addition to the maintenance expense discussed above, ONE THOUSAND EIGHTEEN DOLLARS AND FIFTY-THREE CENTS, (\$1,018.53) per month, based on \$0.1695 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 Amendment 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 January 14, 2003, and the First Amendment to the Lease Agreement, dated October 21, 2021, shall remain in full force and effect.

Project: SBCAG Casa Nueva
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IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by SBCAG.

“SBCAG”
SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

ATTEST:



MARJIE KIRN
CLERK OF THE BOARD


By: 

Director Steve Lavagnino, Chair

By: _____
Executive Director

Date: _____

APPROVED AS TO FORM:
SUSAN MCKENZIE
DEPUTY COUNTY COUNSEL FOR SBCAG

By: 

COUNTY SIGNATURES TO FOLLOW

Project: SBCAG Casa Nueva
APN: 059-140-029
RP File: 003411

COUNTY:

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy Clerk

Dated: _____

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
Tyler Sprague
Deputy County Counsel

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

APPROVED:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

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

DocuSigned by:
By: Greg Milligan
Greg Milligan
Risk Manager

Exhibit B-1,2,3

Floor Plan Layout

CASA NUEVA
 260 N. SAN ANTONIO ROAD
 FLOOR 1

Exhibit B-1
1 of 3

Tenants	1st Floor SF	2nd Floor SF	Total USF per Tenant
APCD	4978	0	4978
DSS	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

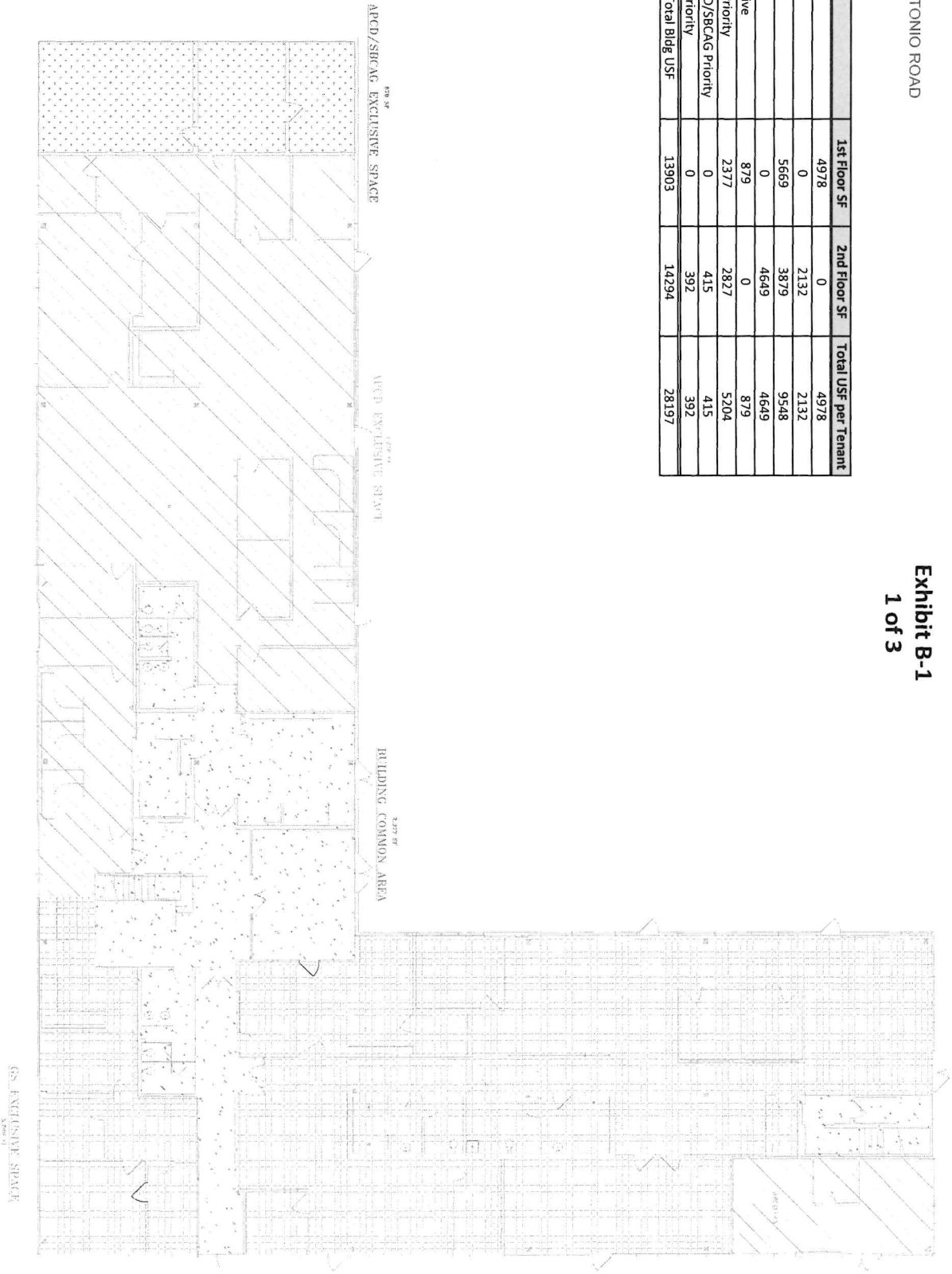


Exhibit B-2
2 of 3

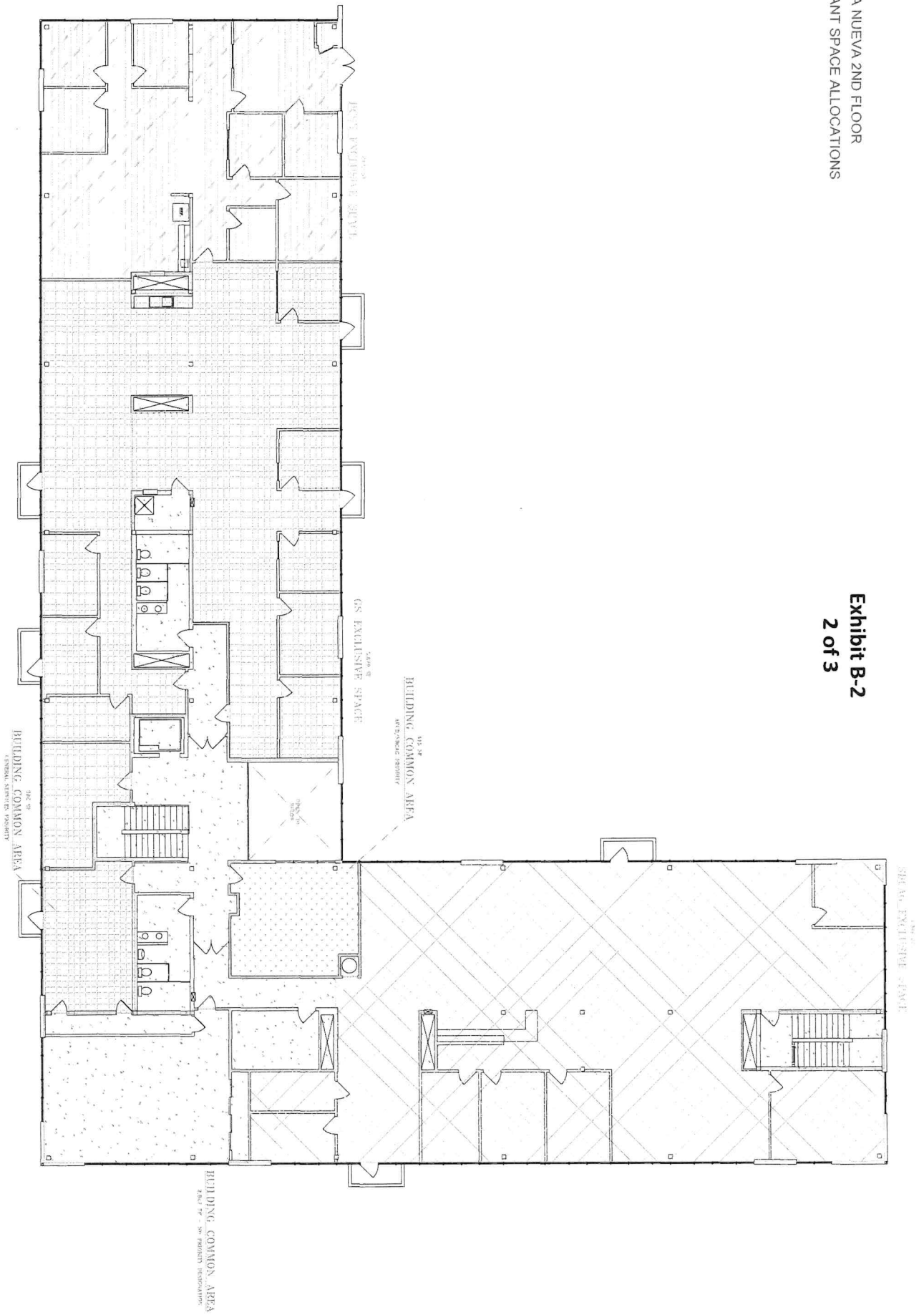


EXHIBIT B-3

3 OF 3

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

*** 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.*

Item No.	Item	Not Applicable	County	District/SBCAG
	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
	Garbage Disposal			X
	Refrigerator/Microwave			X
	Stove			X
	Counter Tops (Replacement)			X
	Counter Tops (Maintenance)			X
	Dishwasher			X
	Garbage Disposal			X
	3. Grounds			
	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	
	Lighting			
	Parking Lot/Driveways/Walkways		X	
	Timers (External)		X	
	Timers (Internal)		X	
	Signs			X

Item No.	Item	Not Applicable	County	District/SBCAG
4. Landscaping				
	Sprinklers (Repair and Replacement)		X	
	Headers		X	
	Rodent/Pest Control		X	
	Plant Trimming/Removal/Replacement		X	
	Tree Care & Trimming		X	
	Trees/Shrubs/Flowers/Lawn/Seeding/Fertilizer		X	
5. Mechanical Systems				
	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	
6. Roadways/Parking Lots Repair & Maintenance				
	Striping		X	
	ADA Signage		X	
	Asphalt/Cement Surface, Curbing		X	
	Wheel Stops		X	
	Drainage		X	
	Signs		X	
7. Fire Equipment				
	Sprinklers		X	
	Hoses		X	
	Fire Extinguishers (Interior)		X	
	Alarm Systems		X	
	Smoke Detectors		X	
8. Other Items				
	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	

EXHIBIT D
MAINTENANCE AND REPAIR RESPONSIBILITIES

Item No.	Item	Not Applicable	County	District/SBCAG
1. Building Exterior				
	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	
	Lighting		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	
2. Building Interior (within Leased Premises)				
	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
	Lighting			
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	