

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: November 8, 2005
Department: GS/Facilities Svcs Div
Department No.: 063
Agenda Date: November 22, 2005
Placement: **Administrative**
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Bob Nisbet, Director
General Services Department

STAFF CONTACT: Don Grady (568-3065)
Real Estate Services Office

SUBJECT: Second Amendment to Fire Department Lease at 195 Hwy. 246, Buellton
Third Supervisorial District
Real Property Folio No. 003032

Recommendations:

That the Board of Supervisors execute the Second Amendment to Lease Agreement between the County of Santa Barbara and Kent W. and Joann Taylor and Robert W. and Patricia Jo Bruhn; adding Suite 104 to the Fire Department's Protection Services Division's leased office space at Suite 102 at 195 Hwy. 246, Buellton; increasing the monthly rent from \$3,632.60 to \$5,071.80; and extending the lease term for a period of five (5) years from June 1, 2006, through May 31, 2011, including a renewal option for a 5-year term, which may be exercised by the Fire Chief, or his designee.

Alignment with Board Strategic Plan:

The recommendation is primarily aligned with actions required by law or by routine business necessity.

Executive Summary and Discussion:

On June 18, 1996, the Board executed a Lease Agreement for the Fire Department's Protection Services Division's use of office space located at 195 Hwy. 246, Suite 102, in Buellton, for an initial term of five (5) years with an option to renew for an additional five (5) years. On August 7, 2001, the Board executed the First Amendment to the Lease Agreement exercising the renewal option that extended the lease term to May 31, 2006.

On July 2, 1996, the Board also approved a lease for Building and Safety to occupy Suite 104 in the same building. Building and Safety is relocating to the landlord's building next door, at 185 Hwy. 246, in Buellton.

Subject: Fire Department Lease of Office Space, 195 Hwy. 246, Suite 102, Buellton
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The Fire Department will back-fill that vacated space and occupy the entire building. The Fire Department's original lease was for 3,160 square feet at a rate of \$1.15 per square foot. They will now be occupying 4,470 square feet at a rate of \$1.07 per square foot. This will allow Fire to vacate approximately 636 square feet of office space at the Betteravia complex, Social Services building.

The lease, which was due to expire on May 31, 2006, is extended through May 31, 2011. This Amendment also provides for one five-year option to extend the lease from June 1, 2011, through May 31, 2016. The option may be exercised by the Fire Chief, or his designee.

Upon approval of this Amendment, the Landlord has agreed to purchase new carpeting for the leased premises.

Mandates and Service Levels:

No change in programs or service levels.

Fiscal and Facilities Impacts:

The monthly lease payments will be paid by the Fire Department/Protection Services Division from Fund 0001, Budget 3710, Account 7580, and split between Org Units 5000 and 6000. The Lease Agreement provides for termination in the event of nonappropriation or reduction of funds used to support the Fire Department/Protection Services Division.

Special Instructions:

After Board action, distribute as follows:

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|------------------------------------------------|-------------------------------------------------|
| 1. Original Document | Board's Official File |
| 2. Duplicate Original & Minute Order | Facilities Services, Attn: Buffy Harrington Guy |
| 3. Copy fully executed document & Minute Order | Fire Headquarters, Attn: Neil Kitley |
| 4. " " " " " " | Fire Headquarters, Attn: Diane Sauer |

Concurrence:

Fire Department

Project: Fire Department Lease
at 195 Hwy. 246, Buellton
Folio: 003032
APN: 099-590-038
Agent: CS

SECOND AMENDMENT TO THE LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE 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

KENT W. TAYLOR and JOANN TAYLOR, trustees of the Taylor Family Trust under agreement dated March 14, 1996, as to a 50% interest; and to ROBERT W. BRUHN and PATRICIA JO BRUHN as joint tenants as to the remaining 50% interest, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, COUNTY and LESSOR entered into a Lease Agreement (hereinafter "Agreement") dated July 2, 1996, and subsequent amendment dated August 7, 2001, for COUNTY'S use of a portion of the office building known as 195 Hwy. 246, Buellton, CA, Suite 102 (approximately 3,160 square feet); and

WHEREAS, the Agreement is scheduled to expire on May 31, 2006, and COUNTY wishes to remain in the Premises, and expand the Premises to include Suite 104 at 195 Hwy. 246, consisting of an approximately 1580 square feet of additional space (currently occupied by COUNTY'S Building and Safety Division of the Planning and Development Department,) for a total of 4740 square feet of Leased Property; and

WHEREAS, the LESSOR agrees to grant COUNTY an extension of the term for this Agreement for a period of five (5) years from and after the expiration date of May 31, 2006, and an additional renewal option of 5 years thereafter; and

WHEREAS, the parties desire to amend Section 2, LEASED PROPERTY, to reflect the expanded Premises, Section 3, TERM, to reflect a new term of five (5) years, and Section 4, EXTENSION AND RENEWAL OF LEASE, to reflect a renewal option of five (5) years and

authorize the Fire Chief or his designee to exercise the renewal option on behalf of the COUNTY Board of Supervisors.

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

1. Section 2, LEASED PROPERTY is hereby deleted in its entirety and shall be replaced with the following:

“2. **LEASED PROPERTY:** LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR that certain real property located at 195 West Highway 246, Buellton, California, Assessor’s Parcel No. 099-590-38, (hereinafter “Property”) which Property is shown as the diagonally-slashed area on the amended Exhibit “A”, attached hereto and incorporated herein by reference. The Leased Property shall consist of 4740 square feet of office space and eighteen (18) parking spaces (hereinafter “Premises”) shown as the diagonally-slashed area on Exhibit “B”, attached hereto and incorporated herein by reference.

COUNTY shall have the option of replacing the Fire Department with other County departments or personnel. Such a change will have no effect on this Agreement.”

2. Section 3, TERM, is hereby revised by addition of the following:

“3. **TERM:** The term of this Agreement shall be extended for five (5) additional years, and shall extend through May 31, 2011, unless sooner terminated as hereinafter provided.”

3. Section 4, EXTENSION AND RENEWAL OF LEASE, is hereby deleted in its entirety and shall be replaced with the following:

“4. **EXTENSION AND RENEWAL OF LEASE:** In the event this Agreement has not otherwise been terminated and COUNTY is in good standing at the end of the current term, then such term may be extended for an additional term of five (5) years.

Extension Period, 5 years June 1, 2011 through May 31, 2016

The option shall be exercised by COUNTY through its Fire Chief or designee in writing at least ninety (90) days prior to the termination of the current term. In the event of any such extension the rent shall be calculated as per Section 6, RENT.”

4. Section 6, RENT, subsection B, is hereby deleted in its entirety and shall be replaced to read as follows:

“B. Commencing December 1, 2005, monthly rent for the Premises, as amended, shall be FIVE THOUSAND SEVENTY-ONE AND 80/100 DOLLARS (\$5,071.80), based on ONE DOLLAR SEVEN CENTS (\$1.07) per square foot. The

monthly rent shall be subject to adjustment as set forth in Section 7, COST OF LIVING ADJUSTMENT.”

5. It is expressly understood that in all other respects, said terms and conditions of the original Lease Agreement dated July 2, 1996, and subsequent amendment dated April 25, 2001, shall be in full force and effect.

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Project: Fire Department Lease
at 195 Hwy. 246, Buellton
Folio: 003032
APN: 099-590-038 (Portion)
Agent: CS

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Second Amendment to Lease Agreement by the respective authorized officers as set forth below to be effective on June 1, 2006.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

"LESSOR"

JoAnn Taylor, trustee of the Taylor Family Trust

Patricia Jo Bruhn

APPROVED AS TO FORM:
STEVEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy

By: _____
Deputy

APPROVED:

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

Ray Aromatorio, ARM, AIC
Risk Program Administrator