

Project: Second Amendment to New Cuyama  
Health Clinic Lease  
A.P.N: 149-040-010  
Folio: 003640  
Agent: AC

**SECOND AMENDMENT**

(NEW CUYAMA HEALTH CLINIC)

**THIS SECOND AMENDMENT** (hereinafter, "Amendment") is made by and between:

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

and

COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC., a California non-profit corporation, hereinafter referred to as "LESSEE"

with reference to the following:

**WHEREAS**, COUNTY and LESSEE executed a Lease Agreement on May 15, 2012, for LESSEE'S use of the COUNTY-owned New Cuyama Health Clinic ("Clinic"), located at 4711 Highway 166, in New Cuyama, (APN: 149-040-010) for the purpose of providing affordable health care services; and

**WHEREAS**, the parties executed a Service Agreement concurrently with the Lease Agreement setting forth the terms and conditions of the services to be provided by LESSEE at the Clinic; and

**WHEREAS**, the parties executed the First Amendment to Lease Agreement for extending the term for an additional two years through June 30, 2016 with one (1) additional two (2) year option to extend through June 30, 2018; and

**WHEREAS**, the parties desire to further extend the Lease Agreement for an additional five (5) year term from July 1, 2018 thru June 30, 2023.

**NOW, THEREFORE**, in consideration of the Premises and the provisions, covenants, and conditions set forth herein, COUNTY and LESSEE hereby agree as follows:

1. Section 1, ADMINISTRATION AND ENFORCEMENT, shall be deleted in its entirety and replaced with the following:

"1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Lease shall be administered and enforced for COUNTY by the Director of the General Services

Department, or designee, and for LESSEE by LESSEE's Chief Executive Officer, or designee (hereinafter "Directors").

2. Section 3, PURPOSE, shall be deleted in its entirety and replaced with the following:

"3. **PURPOSE:** The purpose of this Lease is to provide for LESSEE's use of the Premises, as described in Section 2, RIGHTS GRANTED, in exchange for the consideration set forth herein. LESSEE shall use the Premises to provide medical services to its own patients in the New Cuyama Valley and for no other purposes without the express written consent of COUNTY.

3. Section 4, TERM, as amended, shall be deleted in its entirety and replaced with the following:

"4. **TERM:** The term of this Lease shall extend through June 30, 2023, on a year-to-year basis, renewing automatically on July 1<sup>st</sup> of each year, and terminating June 30, 2023, subject to such provisions for extension and termination as contained herein; so long as the Premises is used only for LESSEE'S operations, those operations are consistent with the purposes and uses set forth in this Lease, and LESSEE is in compliance with the Service Agreement and this Lease Agreement."

4. Section 5, RENT, shall be deleted in its entirety and replaced with the following:

"5. **RENT:**

5.1. MONTHLY RENT: LESSEE shall pay to the COUNTY as consideration for the use of the premises a monthly rent of ONE THOUSAND FOUR HUNDRED FOUR DOLLARS (\$1,404.00) payable commencing on July 1, 2018 ("Commencement Date") and in advance on the first day of each subsequent month during the term of said Lease. Rent for any portion of a month shall be prorated based on a 30 day month.

5.2. COST OF LIVING ADJUSTMENT: The annual rent shall be subject to an annual Cost of Living Adjustment of THREE PERCENT (3%) per annum during the term of this Lease. Beginning on each and every annual anniversary of the Commencement Date, the annual rent shall be increased by 3%.

5.3. PAYMENTS: All payments required to be made by LESSEE under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "County of Santa Barbara" and delivered to the COUNTY at:

County of Santa Barbara  
General Services Dept.  
Attn: Real Property – File No. 003640  
1105 Santa Barbara Street, 2<sup>nd</sup> floor  
Santa Barbara, CA 93101

5. Section 16, TERMINATION, shall be deleted in its entirety and replaced with the following:

“16. **TERMINATION**: This Lease shall terminate and all rights of LESSEE hereunder shall cease and LESSEE shall quietly and peacefully vacate the Premises upon either party giving no less than sixty (60) days notice at any time during the term, with or without cause, such notice may be given on behalf of COUNTY by the Director.

6. It is expressly understood that in all other respects, the terms and conditions of the original Lease Agreement, dated May 15, 2012, and the First Amendment dated July 1, 2014, shall remain in full force and effect.

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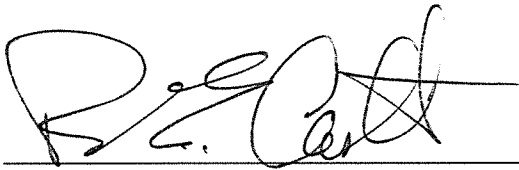
Project: First Amendment to New  
Cuyama Health Clinic Lease

A.P.N: 149-040-010  
Folio: 003640  
Agent: AC

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2018.

LESSEE

COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.



Ronald E. Castle  
Chief Executive Officer

Date: 6-1-18

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Agent: AC

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on July 1, 2018.

“COUNTY”  
COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD


By: \_\_\_\_\_  
Das Williams, Chair  
Chair, Board of Supervisors

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

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

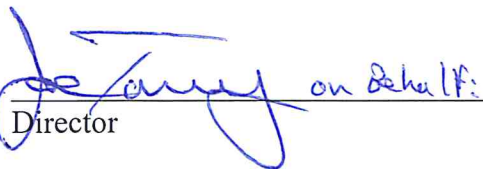
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

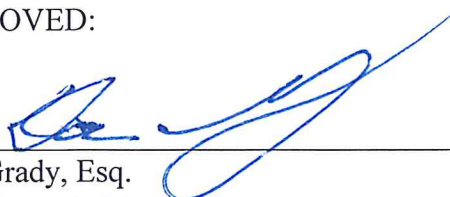
APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, C.P.A.  
AUDITOR-CONTROLLER

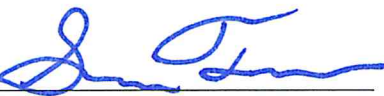
By:  \_\_\_\_\_  
Scott Greenwood  
Deputy County Counsel

By:  \_\_\_\_\_  
Auditor-Controller

APPROVED:  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

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

APPROVED:  
 \_\_\_\_\_  
Don Grady, Esq.  
Real Property Manager

APPROVED:  
By:  \_\_\_\_\_  
Ray Aromatorio, Arm, AIC  
Risk Manager