

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

THIRD AMENDMENT TO LEASE AGREEMENT

(NEW CUYAMA HEALTH CLINIC)

THIS THIRD AMENDMENT (“Third Amendment”) is made by and between:

and

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

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

with reference to the following:

WHEREAS, COUNTY and LESSEE are parties to that certain Lease Agreement dated May 15, 2012, as amended by that certain First Amendment dated July 1, 2014, and as further amended by that certain Second Amendment dated June 1, 2018 (as amended by the First Amendment and Second Amendment, the “Lease Agreement”) pursuant to which LESSEE leases from the COUNTY, and COUNTY leases to LESSEE, that certain COUNTY-owned real property and improvements thereon located at 4711 Highway 166, in New Cuyama, California, commonly known as Assessor’s Parcel Number 149-040-010 (“Property”), for the purpose of providing affordable health care services; and

WHEREAS, the parties hereto executed a Service Agreement concurrently with the Lease Agreement setting forth the terms and conditions of the services to be provided by LESSEE in the New Cuyama Health Clinic (“Clinic”) located on the Property; and

WHEREAS, the parties hereto desire to further amend the Lease Agreement to (i) extend the term of the Lease Agreement for an additional three (3) years, through June 30, 2026, and (ii) provide for certain rent increases, as set in greater detail below.

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 4 of the Lease Agreement is hereby amended by replacing Section 4 to read in its entirety as follows:

“4. **TERM:** The term of this Lease commenced on May 15, 2012, and shall continue until June 30, 2026, subject to earlier termination in accordance with the provisions of this Lease (“Term”), provided that the Premises are used only for LESSEE’S operations, those operations are consistent with the purposes and uses set forth in this Lease, and LESSEE is at all times in compliance with the Service Agreement and this Lease Agreement.”

2. Section 5 of the Lease Agreement is hereby amended by replacing Section 5 to read in its entirety as follows:

“5. **RENT:**

5.1. **MONTHLY RENT:** Commencing on July 1, 2023 (“Commencement Date”), LESSEE shall pay to the COUNTY, as consideration for the use of the Premises, monthly rent in the initial amount of ONE THOUSAND, SIX HUNDRED TWENTY-SEVEN DOLLARS AND SIXTY FOUR CENTS (\$1,627.64), payable on the first day of each month during the Term (“Monthly Base Rent”). Monthly Base Rent payable for any portion of a month shall be prorated based on a 30-day month.

5.2. **COST OF LIVING ADJUSTMENT:** On each anniversary of the Commencement Date, the amount of Monthly Base Rent shall be increased by THREE PERCENT (3%).

5.3. **PAYMENTS:** All payments required to be made by LESSEE under this Lease shall be made without any notice, demand, 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, 2nd floor
Santa Barbara, CA 93101”

3. Except as expressly modified by Sections 1 and 2, above, the terms and conditions of the Lease Agreement remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be effective as of the 1st day of July, 2023.

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Das Williams, Chair
Chair, Board of Supervisors

By: _____
Sheila De La Guerra
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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

By: DocuSigned by: Lauren Wideman
Lauren Wideman
Deputy County Counsel

By: DocuSigned 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

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


By: DocuSigned by: Greg Milligan
Greg Milligan
Risk Manager

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IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective July 1, 2023.

LESSEE

COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.



Ronald E. Castle
Chief Executive Officer

Date: 06/30/2023