

Project: Solvang Senior Center
First Amendment to Service
and Ground Lease Agreement
APN: 139-150-025 (Portion of)
Folio: 002121
Proj Mgr JC

**FIRST AMENDMENT TO SERVICE AND GROUND LEASE
AGREEMENT**

THIS FIRST AMENDMENT TO SERVICE AND GROUND LEASE AGREEMENT
("First 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

SANTA YNEZ VALLEY SENIOR ADVISORY
COUNCIL INCORPORATED, a California non-
profit corporation, DBA SOLVANG SENIOR
CENTER, hereinafter referred to as "LESSEE,"

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property known as the Solvang Mission Drive Campus located at 1745 Mission Drive, in the City of Solvang, State of California, and also described as Santa Barbara County Assessor's Parcel Number 139-150-025, (hereinafter "Property"); and

WHEREAS, COUNTY and LESSEE entered into a Rental Agreement dated January 10, 1983 for a term of 10-years, followed by a License and Service Agreement dated March 26, 1994 for a term of 10 years, followed by the current Ground Lease dated December 14, 2004, and has continued leasing that portion of the Property ("Premises") for a multi-purpose senior center serving the residents of Solvang and the Santa Ynez Valley, and provided for the expansion of the Premises; and

WHEREAS, the Site is currently improved with three connected modular units, mobility impaired access ramps, decking, landscaping, storage shed and other related accessories ("Facility"), for the purpose of providing services necessary to meet the health, welfare, and social needs of seniors, including a daily noon time meal five (5) days a week, guidance and advice on tax and legal matters, transport to medical centers, hospice counseling and other related senior activities; and

WHEREAS, after so many years of deterioration, LESSEE has begun and continues the process and procedures in replacing the Facility with a new building constructed at their sole expense of, and will continue to provide and enhance the above-stated services during and upon completion of the construction; and

WHEREAS, a previous Ground Lease, expiring on December 31, 2019, was replaced and superseded by a new Service and Ground Lease Agreement ("Agreement"), that became effective September 14, 2018, for a period of 20-years, including three renewal options of 10-years each which granted LESSEE time to pursue the application for all necessary permits, CEQA and 65402 compliances from the City of Solvang for the construction and improvements to replace the Facility with a new building, on the Site subject to conditions as stated in the Agreement approval by COUNTY'S Board of Supervisors; and

WHEREAS, COUNTY had determined that the services provided by LESSEE were and continue to be necessary to meet the continual social needs of the senior population of the COUNTY in the Solvang and Santa Ynez areas and that the Site is not needed for COUNTY purposes during the time of possession by LESSEE.

WHEREAS, the COUNTY and LESSEE desire to amend the Agreement and enter into a First Amendment extending the term of the Agreement through August 31, 2038, with five options to extend through August 31, 2113; and

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions, contained herein, the parties agree as follows:

- A. Exhibit B ("Site") diagonally slashed area shown on Exhibit "B" is hereby amended by replacing and shown as an outlined bordered area on Exhibit "B".
1. Provision 2 of the Agreement (LEASED AREA) is hereby amended by replacing Provision 2 to read in its entirety as follows:

"For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY hereby leases to LESSEE and LESSEE hereby leases from COUNTY, the Site shown as an outlined bordered area on Exhibit "B", identified as the Leased Area, attached hereto and incorporated by reference consisting of approximately 16,000 square feet of land, located at the northeasterly corner of the Solvang Mission Drive Campus located at 1745 Mission Drive, City of Solvang, State of California, for the construction, operation and maintenance pursuant to Section 4, PURPOSE AND USE."
2. Provision 3 of the Agreement (PARKING) is hereby amended by replacing Provision 3 to read in its entirety as follows:

"LESSEE shall construct, operate, maintain and have exclusive rights to parking area immediately adjacent to the new building. In addition, upon the completion of the new building and the issuance of a Certificate of Occupancy by the City of Solvang, LESSEE shall have the right to utilize an area outside the

LESSEE'S Site boundary area, shown as the crosshatched area on Exhibit "C" ("Parking & Service Area")"

The LESSEE shall have exclusive rights to the Parking & Service Area seven (7) days a week from 8:00AM to 5:00PM, ("Designated Use"). In the event LESSEE wishes to use the Parking & Service Area before or after the Designated Use hours, LESSEE shall contact and notify the following not less than two (2) business days

General Services, Facilities Division, Support Services
gsfacsinvoices@countyofsb.org – (805) 681-4703
Sheriff's Department Substation – (805) 686-5000"

It shall be the LESSEE'S sole responsibility to contact the General Services, Facilities Division, Support Services and Sheriff's Department Substation as required in this Section.

In the event LESSEE does not provide such notifications of LESSEE wishes to use the Parking & Service Area before or after the Designated Use hours, COUNTY is not bound or obligated for LESSEE'S use of the Parking & Service Area before or after the Designated Use hours.

If LESSEE exercises LESSEE'S options as defined in Section 6, EXTENSION OF LEASE, LESSEE shall contact General Services, Facilities Division, Support Services to verify and update contacts for notification to use the Parking & Service Area before or after the Designated Use hours."

3. Provision 6 of the Agreement (EXTENSION OF LEASE) is hereby amended by replacing Provision 6 to read in its entirety as follows:

"6. EXTENSION OF LEASE: In the event this Agreement has not otherwise been terminated and LESSEE is in compliance with all terms and conditions of this Agreement and is in good standing at the end of the initial term, LESSEE shall have the option for five (5) additional successive optional extension of fifteen (15) years each on the same terms, covenants, and conditions (except as to the number of remaining option extensions) as are contained in this Agreement upon mutual agreement of LESSEE and COUNTY. LESSEE shall request extensions in writing no greater than nine (9) months or less than six (6) months prior to the termination of the then-current extension. Approval of the extensions shall be granted by Director, or designee upon receipt of LESSEE'S written request. Failure of LESSEE to submit a request to extend shall be notice to COUNTY of LESSEE'S intent to terminate the Agreement at the end of the then-current extension.

The extension periods shall be as follows:

Extension Period One, 15 – years September 1, 2038 through August 31, 2053
Extension Period Two, 15 – years September 1, 2053 through August 31, 2068
Extension Period Three, 15 – years September 1, 2068 through August 31, 2083
Extension Period Four, 15 – years September 1, 2083 through August 31, 2098
Extension Period Five, 15 – years September 1, 2098 through August 31, 2113

4. Provision 10 of the Agreement (PROPOSED NEW CONSTRUCTION; COUNTY APPROVAL REQUIRED) is hereby amended by replacing Provision 10. (A) to read in its entirety as follows:

“Prior to commencement of any proposed construction of the Project, approval must be obtained by the Board of Supervisors, except for the commencement of the removal or demolition of the Facility.

LESSEE shall give the Director not less than ten (10) calendar days written notice prior to the commencement of any demolition of the Facility in, on, or about the Property, including a Demolition Permit being issued by the City of Solvang.

The following Conditions of Approval shall be satisfied prior to COUNTY's consideration of any proposed Project. LESSEE shall submit a letter to the Director requesting COUNTY approval of the proposed Project ("Letter of Request"), which shall include documentation of LESSEE's satisfaction of the following Conditions of Approval:”

5. Provision 10 of the Agreement (PROPOSED NEW CONSTRUCTION; COUNTY APPROVAL REQUIRED) is hereby amended by replacing Provision 10.(A) (iv) to read in its entirety as follows:

“(iv) APPROVAL OF GENERAL SERVICES DEPARTMENT: LESSEE shall, at LESSEE's sole cost and expense, engage a licensed architect or engineer to prepare plans and specifications for the proposed Project. Concurrently with the Letter of Request, LESSEE shall submit to the County of Santa Barbara General Services Department detailed working drawings, plans and specifications for the proposed Project in compliance with Article IV of Chapter 12A of the Santa Barbara County Code and an estimate of the construction costs that has been prepared and approved by the engaged architect or engineer.

6. Provision 10 of the Agreement (PROPOSED NEW CONSTRUCTION; COUNTY APPROVAL REQUIRED) is hereby amended in adding Provision 10.(D) to read as follows:

“(D) PROJECT IMPROVEMENTS: The Project improvements the LESSEE intends to construct shall be at sole cost and expense of the LESSEE, including any and all future changes or additions proposed after completion of initial Project and Site improvements.

Any and all future changes or additions proposed after completion of initial Project and Site improvements, must adhere to the then current processes and procedures that shall be requested by the LESSEE from the General Services/Capital Division, Capital Operations Manager.

Any and all Project and Site alterations and improvements including any future changes or additions proposed after completion of initial construction must comply with the Americans With Disabilities Act (ADA) requirements and conform to and comply with: (1) Approved Floor Plans applicable to initial and

future construction; (2) the City of Solvang Building Code; (3) any permit(s) issued by the City of Solvang or other applicable regulatory agency and applicable to the initial and future Project and Site improvements; and (4) all provisions of California law regarding construction that constitutes a public works project to prevailing wage requirements. Any initial and future agreement(s) between LESSEE and a third party for work that constitutes a public works project shall include the following provisions:

“Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at the County of Santa Barbara’s Department of Public Works, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.”

In addition to any other indemnification provision of this Agreement, LESSEE shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any failure by LESSEE arising in part or in whole from LESSEE’s or its agents, contractors, or employees’ failure to comply with the requirements set forth in Provision 9. IMPROVEMENTS AND ALTERATIONS and the Labor Code.

7. Provision 17 of the Agreement (MAINTENANCE/REPAIR) is hereby amended by replacing Provision 17. E to read in its entirety as follows:

“E Cleaning, maintaining and removing any and all debris from existing concrete v-gutter within the Site. LESSEE shall physically remove debris from concrete v-gutter within the Site and shall not discard, deposit, sweep or transfer any debris beyond the Site; and”

With Provision 17 F to read in its entirety as follows:

“F All Improvements as defined in Section 9, IMPROVEMENTS AND ALTERATIONS above

8. Provision 17 of the Agreement (MAINTENANCE/REPAIR) is hereby amended in adding the last paragraph to read as follows:

“On September 1, 2034, or soon thereafter, the COUNTY’S General Services/Facilities Division, shall perform an inspection assessment of the Site, Facility and County Parking Lot. The inspection assessment shall be conducted every five (5) years during the entire term of this Agreement including any options as defined in Section 6, EXTENSION OF LEASE.

Upon completion of the inspection assessment, COUNTY shall provide LESSEE a document with the results of the assessment, ("Assessment Document"). The LESSEE shall have sixty (60) calendar days to meet, discuss and address the repair and/or replacement of item(s) ("Work") identified in the Assessment Document with the COUNTY'S General Services/Facilities Division. LESSEE shall then have six (6) months after meeting with COUNTY'S General Services/Facilities Division to complete the Work identified in the Assessment Document. LESSEE shall bear all costs associated with the Work.

In the event the LESSEE does not perform or complete the Work identified in the Assessment Document within the six (6) month period, or any agreed upon extension period COUNTY at its sole discretion may but is not obligated to complete the Work identified in the Assessment Document. Upon the completion of the WORK identified in the Assessment Document by County, the LESSEE shall reimburse the COUNTY for any and all expenses within sixty (60) calendar days of the date of the COUNTY'S invoice (Invoice) provided to the LESSEE.

In the event the LESSEE'S failure to fully reimbursed the COUNTY, for the Work performed by the COUNTY shall be considered a material breach and COUNTY may exercise COUNTY'S rights as provided in subsection D. of Section 33, TERMINATION."

9. Provision 22 of the Agreement (INSURANCE) is hereby amended in adding an additional paragraph as the last paragraph of Provision 22 to read as follows:

"If LESSEE exercises LESSEE'S options as defined in Section 6, EXTENSION OF LEASE, LESSEE shall provide to COUNTY insurance as defined in Section 22, INSURANCE on or no later than twenty-five (25) business days prior to the beginning of each exercised extension period."

10. Provision 28 of the Agreement (NOTICES) is hereby amended by replacing COUNTY and LESSEE to read in its entirety as follows:

COUNTY:

County of Santa Barbara
General Services Department
Real Property and Capital Divisions
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101-6065
(805) 568-3070
e-mail: realproperty@countyofsb.org

LESSEE:

Solvang Senior Center
1745 Mission Drive
Solvang, CA 93463
(805) 688-3793
Attn: Executive Director
e-mail: ssctr@verizon.net

11. Provision 33 of the Agreement (TERMINATION) is hereby amended by replacing Provisions 33.D. and E., to read in its entirety as follows:

“D. Upon failure to provide reimbursement set forth in the last paragraph of Section 17, MAINTENANCE/REPAIR; or”

“E. As provided in Section 34, DESTRUCTION; or”

With Provision 33.F. to be added and read in its entirety as follows:

“F. A material breach of this Agreement including, but not limited to a breach of the following Sections:

- (i) 4, PURPOSE AND USE;
- (ii) 7, PROVISION OF SERVICES AS CONSIDERATION FOR RENT;
- (iii) 10, PROPOSED NEW CONSTRUCTION COUNTY APPROVAL REQUIRED;
- (iv) 17, MAINTENANCE/REPAIR; and
- (v) 26, COMPLIANCE WITH THE LAW.”

As set forth in Sections 1 through 11, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the parties hereto and thereto are bound by the provisions of the Agreement, as amended herein.

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(COUNTY and LESSEE signatures continue on following page)

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First Amendment to Service and
Ground Lease Agreement
APN: 139-150-025 (Portion of)
Folio: 002121
Proj Mgr JC

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the
respective authorized officers as set forth below.

“COUNTY”
COUNTY OF SANTA BARBARA, a political
subdivision of the State of California

ATTEST
MONA MIYASTO
CLERK OF THE BOARD

By: Sheila De La Guerra
Sheila De La Guerra
Deputy Clerk

By: Steve Lavagnino
Steve Lavagnino
Chair, Board of Supervisors

Date: 7-9-24

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Tyler Sprague
0AC56B8DE45F483...
Tyler Sprague
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: C. Edwin Price, Jr.
A99ED58D71D04FB...
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

DocuSigned by:
By: Greg Milligan
05F555F00209400...
Greg Milligan
Risk Manager

APPROVED:
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Kirk Lagerquist
19AEDA90054E4CE...
Kirk A. Lagerquist, Director
General Services Department

APPROVED AS TO CONTENT:
GENERAL SERVICES DEPARTMENT
REAL PROPERTY DIVISION

DocuSigned by:
By: Skip Grey
AB0DED70EAF541F...
Skip Grey
Assistant Director

APPROVED AS TO CONTENT:
GENERAL SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION

DocuSigned by:
By: John Green
964424251642422...
John Green
Interim Assistant Director

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respective authorized officers as set forth below.

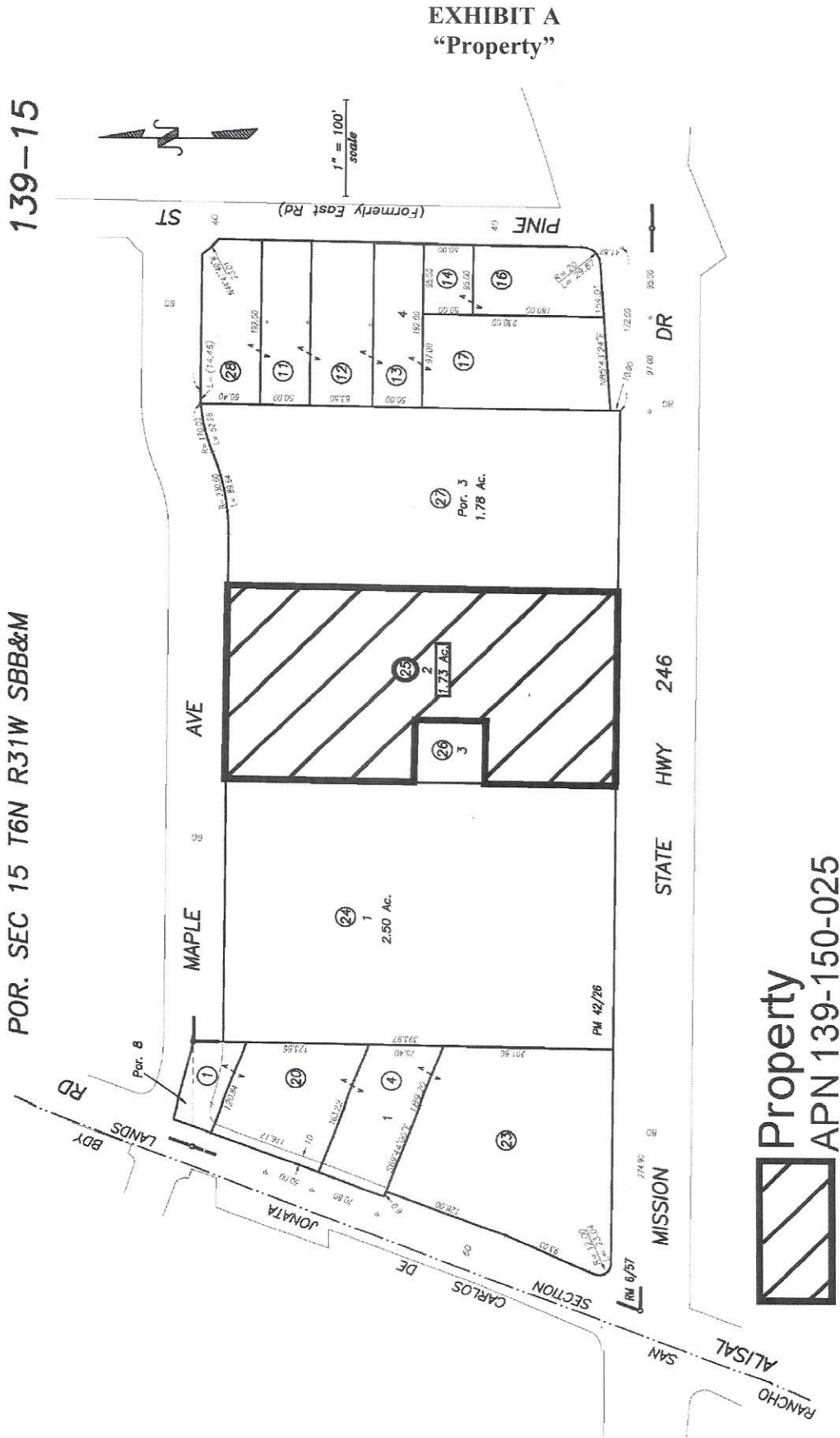
“LESSEE”
SANTA YNEZ VALLEY
SENIOR ADVISORY COUNCIL
INCORPORATED, a California non-profit
corporation, DBA SOLVANG SENIOR CENTER

DocuSigned by:
By: Thom Garrett
89A546AD1FAD43F...
Thom Garrett
Co-Treasurer

Date: 6/13/2024 | 9:04 PM PDT

DocuSigned by:
By: Jim Richardson
9071463D3201404...
Jim Richardson
Board President

Date: 6/13/2024 | 9:01 PM PDT



NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Property
APN 139-150-025

City of Solvang
Assessor's Map Bk, 139 -Pg. 15
County of Santa Barbara, Calif.

LD/15

10 info read at 28

03/12/1912 M.S. Bk. 6 , Pg. 57 (Rasmussen)

EXHIBIT B
“Site”

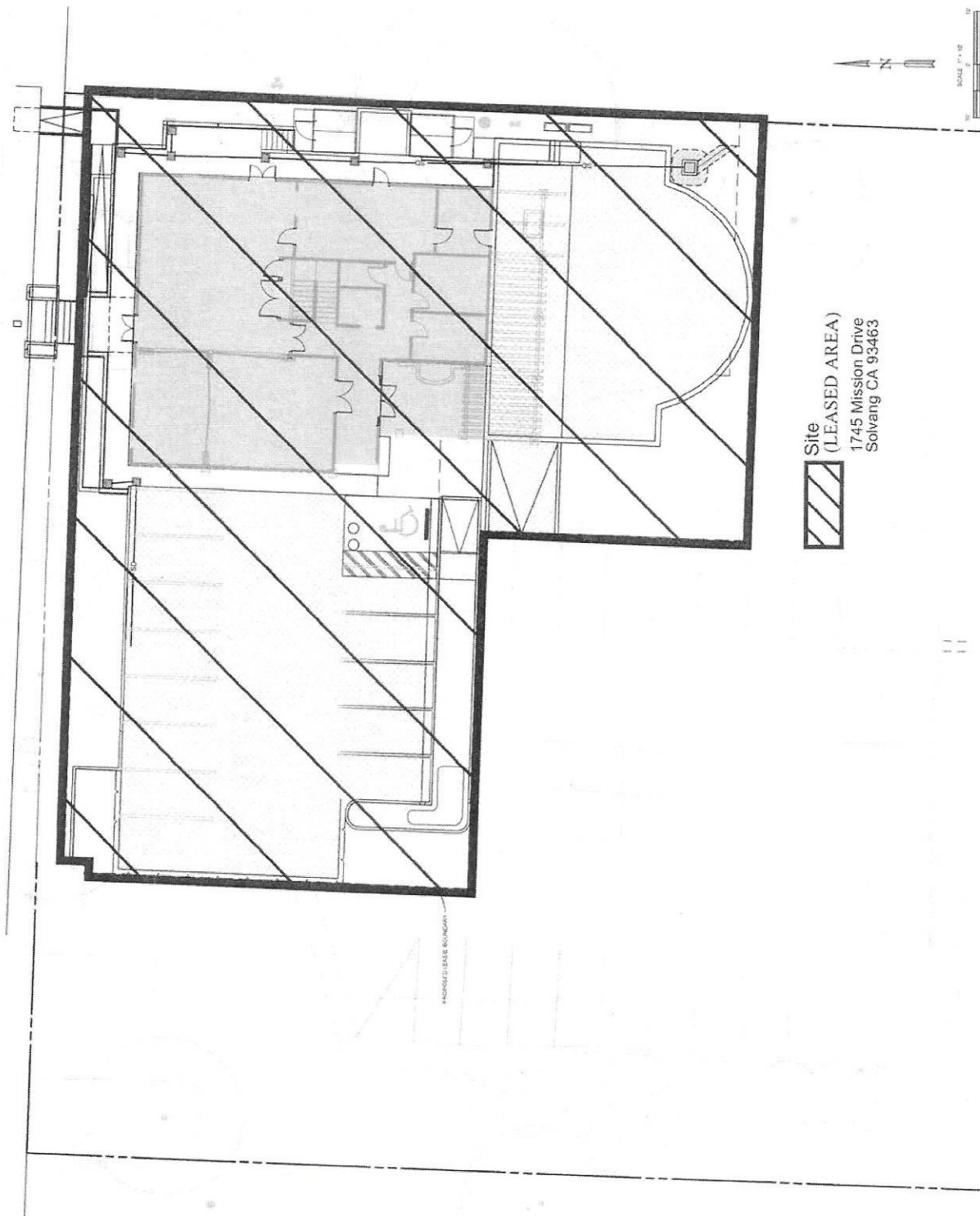


EXHIBIT C "Parking & Service Area"

