

Project: WIC at 400 N McClelland
First Amendment
Folio: 003345
APN: 121-154-016
Agent: DG

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE 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

MICHAEL AND JEAN FREDERICK, TRUSTEES
FOR THE FREDERICK FAMILY TRUST,
hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, COUNTY and LESSOR entered into a Lease Agreement (hereinafter
"Agreement") dated May 15, 2001, for COUNTY'S use of an approximately 1400 square foot
portion of the building (hereinafter "Premises") located 400 North McClelland Street, in Santa
Maria, California (Santa Barbara County Assessor Parcel Number 121-154-016); and

WHEREAS, the Agreement, which was extended according to its terms through April 30,
2013; has allowed the County's Public Health Department to operate the Women, Infants and
Children Nutritional Services Program in the northwest portion of Santa Maria; and

WHEREAS, COUNTY and LESSOR desire to increase the leased space by approximately
1100 square feet for a total leased area of approximately 2500 square feet, as shown on Exhibit
"A", attached hereto and incorporated herein by reference, extend the term of the Agreement, and
amend the annual cost of living adjustment; and

WHEREAS, LESSOR agrees to provide certain improvements to the existing leased area
and the expanded leased area, according to the "List of Tenant Improvements" described in Exhibit
"B", attached hereto and incorporated herein by reference, and COUNTY shall pay the increased
rent set forth in Sections 1 and 6 upon COUNTY'S acceptance of the Tenant Improvements and
possession of the expanded leased area.

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

1. Section 1, BASIC LEASE PROVISIONS, is hereby deleted in its entirety and replaced with the following:

"1. **BASIC LEASE PROVISIONS:**

- 1.1. **Parties:** This Agreement is made by and between the COUNTY OF SANTA BARBARA (hereinafter "COUNTY"), and MICHAEL L. AND JEAN L. FREDERICK, TRUSTEES of the FREDERICK FAMILY TRUST, under agreement dated August 8, 1996 (hereinafter "LESSOR").
- 1.2. **Administration & Enforcement:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Department of Public Health/WIC Program.
- 1.3. **Notices:** All notices under this Agreement and in connection herewith shall be addressed and delivered as follows:

COUNTY: Anne Fearon, Deputy Director Administration
 Santa Barbara County Public Health Department
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 (805) 681-5171 phone
 (805) 681-5191 fax

LESSOR: Michael L. and Jean L. Frederick
 1015 Evy Lane
 Arroyo Grande, CA 93420
 (805) 489-4521 phone & fax

- 1.4. **Building:** Located at 400 N. McClelland Street in the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as County Assessor's Parcel Number(s) 121-154-016 (hereinafter "Property").
- 1.5. **Premises:** Two adjoining suite(s), each single story, consisting of 1400 square feet net, and 1100 square feet net, respectively, for a total of approximately 2500 square feet, as shown on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Premises").
- 1.6. **Use/Purpose:** The Premises will be used for the COUNTY'S WIC Program, which provides individual nutrition counseling as well as group classes on nutrition, breast-feeding, parenting, etc., and distributes food instruments for specific nutritious food to low income families with infants, children, and pregnant and breast-feeding women. The office will be open approximately 10 hours per day to serve clients.
- 1.7. **Term:** The term of this Agreement shall be extended through September 30, 2017, subject to further extension or termination in accordance with Sections 4 and 26 herein.
- 1.8. **Base Rent:** \$1,785.78 per month (base upon a rate of \$1.28 per square foot/1400 square feet). Upon completion and acceptance of the improvements described in Exhibit B; the rent shall be \$3,200.00 for the combined 2500 square feet, payable in advance on the first day of each month, in accordance with Section 6 herein.

1.9. **Base Rent Increase:** Beginning October 1, 2014, and every other year thereafter as set forth in Section 7, the monthly Base Rent payable under Section 1.8 above shall be adjusted in accordance with Section 7 herein.”

2. Section 3, TERM, is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall be extended from May 1, 2013, through September 30, 2017, unless further extended or terminated as hereinafter provided.”

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

“In the event this Agreement has not otherwise been terminated and COUNTY is in good standing at the end of the term, as extended by this First Amendment through September 30, 2017, then such term may be further extended for three (3) additional terms of three (3) years each upon sixty (60) days written notice to extend.

All extensions and renewals shall be requested in writing by COUNTY’S Director of Public Health, or designee, at least sixty (60) days prior to the termination of the then-current term. In the event of any such extensions, the rent shall continue to be adjusted according to Section 7, COST OF LIVING ADJUSTMENT, as amended by this First Amendment.

The extended terms are set forth as follows:

First Extended Term:	October 1, 2017 – September 30, 2020	Exercise by July 30, 2017
Second Extended Term:	October 1, 2020 – September 30, 2023	Exercise by July 30, 2020
Third Extended Term:	October 1, 2023 – September 30, 2026	Exercise by July 30, 2023.”

4. Section 6, RENT, is hereby amended by addition of the following:

“Upon commencement of the term beginning May 1, 2013, COUNTY shall continue to pay the then-current rental amount of SEVENTEEN HUNDRED EIGHTY-FIVE DOLLARS and SEVENTY-EIGHT CENTS (\$1,785.78) per month, based on \$1.28 per square foot, for the current 1400 square foot space (Premises). Upon completion by LESSOR and acceptance by COUNTY of the Tenant Improvements described in Exhibit B hereof, COUNTY shall continue to occupy the current 1400 square foot leased space, and shall expand to add the additional 1100 square foot adjoining space, for a total expanded space consisting of 2500 square feet (“Expanded Premises”). Upon COUNTY’S acceptance and possession of the Expanded Premises, rent for the remainder of the term shall be THIRTY-TWO HUNDRED DOLLARS (\$3,200.00), based on \$1.28 per square foot, subject to the cost of living adjustment set forth in Section 7 hereof, as amended by this First Amendment.

NON-APPROPRIATION: LESSOR understands that monies paid to LESSOR by COUNTY as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of six (6) calendar months after the mailing of termination notice by COUNTY to LESSOR, and the liability of the parties hereunder for further performance under the terms of the Agreement, except as otherwise set forth in this Section and in Section 18,

INDEMNIFICATION, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination.”

In all other respects, the remaining provisions of Section 6 shall remain in full force and effect.

5. Section 7, COST OF LIVING ADJUSTMENT, shall be deleted in its entirety and replaced with the following:

“On October 1, 2014, and every two years thereafter, the rent provided in Section 6 hereof shall be subject to a cost of living increase of THREE PERCENT (3%), applied as follows:

Rent at commencement of this First Amendment	\$1,785.76 per month
Rent upon COUNTY’S occupation of entire Expanded Premises	\$3,200.00 per month
Rent beginning October 1, 2014	\$3,296.00 per month
Rent beginning October 1, 2016	\$3,394.88 per month
Rent beginning October 1, 2018	\$3,496.73 per month
Rent beginning October 1, 2020	\$3,601.63 per month
Rent beginning October 1, 2022	\$3,709.68 per month
Rent beginning October 1, 2024	\$3,820.97 per month

The foregoing rent calculations are based on COUNTY occupying the Expanded Premises consisting of 2500 square feet, as shown on Exhibit A hereof. In the event COUNTY’S leased space under this Agreement is increased or decreased, the rent, as adjusted by this section, shall be increased or decreased proportionally, based on the applicable cost per square foot.”

6. Section 8, WORK TO BE PERFORMED BY LESSOR, is hereby deleted in its entirety and replaced with the following:

“Prior to COUNTY taking possession of the Expanded Premises, LESSOR shall complete the List of Tenant Improvements described in Exhibit B, at LESSOR’S sole cost and expense. LESSOR shall use its best efforts to complete the Tenant Improvements prior to July 1, 2013. In the event those improvements are not completed by September 30, 2013, COUNTY shall have the right to terminate this Agreement without further liability hereunder.

All improvements shall be installed in accordance with all applicable ADA requirements and with Section 9, TENANT IMPROVEMENTS, herein. Installation and acceptance of such improvements shall be a condition precedent to COUNTY’s obligation to occupy and pay rent for the Expanded Premises.”

7. Section 12, UTILITIES AND JANITORIAL SERVICES, shall be amended by addition of the following to the end of Section 12:

“Upon COUNTY’S occupation of the Expanded Premises, COUNTY will no longer be sharing a utility meter with an adjoining tenant for gas and electric usage, and shall thereafter pay the actual charges for gas and electric services to the Expanded Premises.”

In all other respects, the remaining provisions of Section 12 shall remain in full force and effect.

8. Section 26, TERMINATION, shall be amended by the addition of subsection G, as follows:

“G. Or, upon COUNTY’S exercise of the non-appropriation provision set forth in Section 6 hereof.”

In all other respects, the remaining provisions of Section 26 shall remain in full force and effect.

9. It is expressly understood that in all other respects, the terms and conditions of the original Lease Agreement, dated May 15, 2001, shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY and LESSOR have executed this First Amendment to Lease Agreement by the respective authorized officers as set forth below to be effective upon final execution by COUNTY.

"COUNTY"

COUNTY OF SANTA BARBARA
a Political Subdivision of the State of California

ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: Russ Benker
Deputy

By: Salud Carbajal
Supervisor Salud Carbajal
Chair, Board of Supervisors

Date: 4-9-13

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: Kevin E. Ready, Sr.
Senior Deputy County Counsel

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

By: Gregory Eric Levin
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED:

By: Ronn Carlentine
Ronn Carlentine
Real Property Manager

APPROVED:

By: Ray Aromatorio
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: Dr. Takashi Wada
Dr. Takashi Wada
Director of Public Health

"LESSOR"

THE FREDERICK FAMILY TRUST

By: Michael L. Frederick, Trustee
Michael L. Frederick, Trustee

By: Jean L. Frederick, Trustee
Jean L. Frederick, Trustee

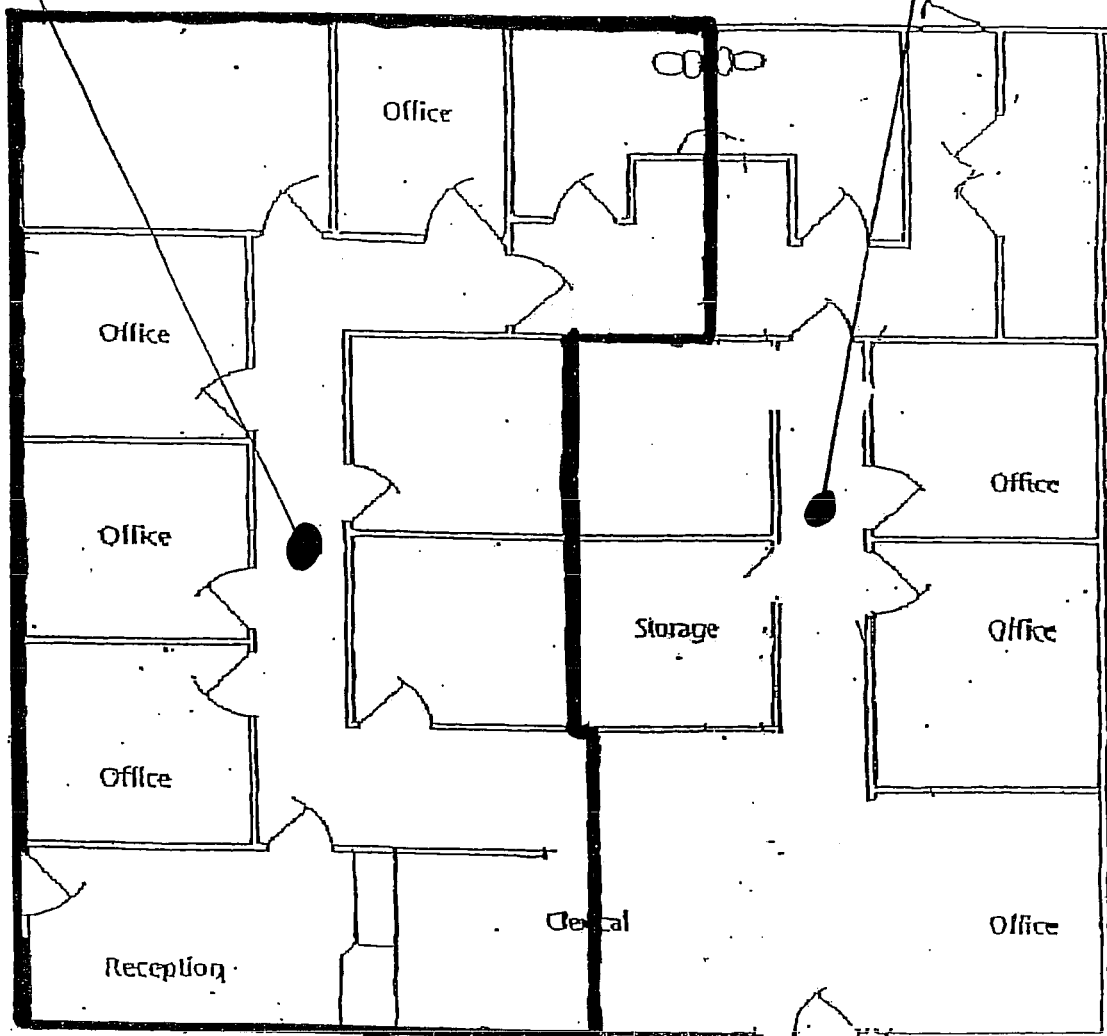


N. McCLELLAND ST.

PARKING LOT

Leased Premises 1400 square feet

Adjoining 1100 square feet



FESLER STREET

400 North McClelland Street
"Expanded Premises"
EXHIBIT A

LIST OF TENANT IMPROVEMENTS

Refer to Diagram

New Area:

1. Install carpeting in the 4 outer offices.
2. Remove entire wall between the two reception/waiting areas (See Diagram-A).
3. Install tile/linoleum in new reception/waiting area to match tile in current WIC.
4. Replace old linoleum in hallways and restroom to match the waiting area/old WIC
5. Paint interior of office.

Current WIC Office:

1. Install wall in between offices #5 and #6 (See Diagram – B)
2. Install new carpet in offices #5 and #6.
3. Install new wall to close off old waiting area to make a classroom #1 (Diagram-C)
4. Install new carpet in classroom #1.
5. Install new linoleum or tile in restroom.
6. Paint interior of office.
7. Installation of new white horizontal blinds in waiting area to match existing blinds in New Area. County will maintain, repair and replace all window coverings throughout the remainder of the term.

The County understands that it will be difficult to match the existing linoleum, but shall have the right to approve the linoleum chosen prior to installation.

LIST OF TENANT IMPROVEMENTS

EXHIBIT B

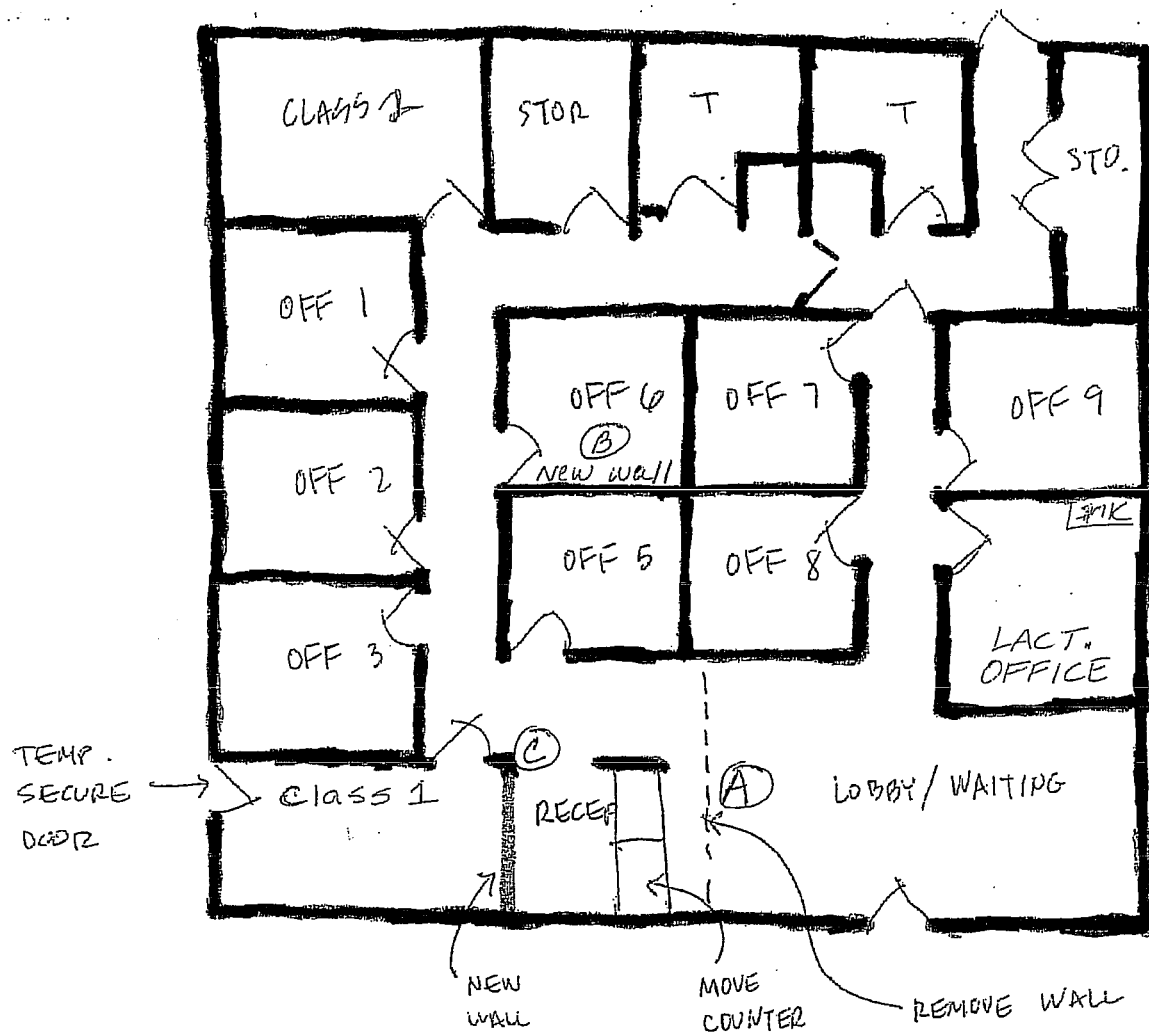


DIAGRAM OF TENANT IMPROVEMENTS

EXHIBIT B

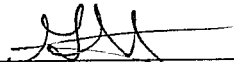
**Statement of Final Quantities
Contract Items, Extra Work and Deductions**

S.B. Project: **820626**
Measure A Miscellaneous Concrete Repair in the Second Supervisorial District

Contractor: **Granite Construction Company**

Contract Items:	\$189,388.98
Extra Work-CCO:	0.00
Adjustment of Compensation:	0.00
Subtotal:	189,388.98
Deductions:	0.00
Total Payment to Contractor:	<u>\$189,388.98</u>

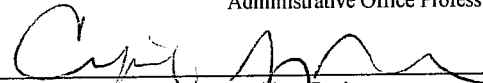
☒ Accepted as Full Payment:

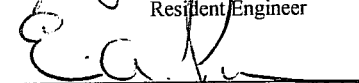
By:  Glenn Micko, Granite Construction Date: 1/7/13
Contractor

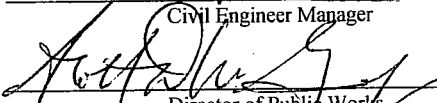
☐ Accepted as full payment with the following exceptions:

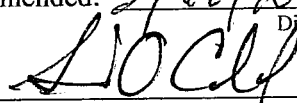
By: _____ Date: _____
Contractor

Prepared By:  Date: _____
Administrative Office Professional

Submitted By:  Date: 1-3-13
Resident Engineer

Approval Recommended:  Date: 3-11-13
Civil Engineer Manager

Approval Recommended:  Date: 3/21/2013
Director of Public Works

Approved:  Date: 4-9-13
Chairman of the Board of Supervisors