

**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 Building & Safety Lease at 195 Hwy. 246, Buellton
Third Supervisorial District
Real Property Folio No. 003033

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; whereby Planning and Development/Building and Safety Division will vacate Suite 104 at 195 Hwy. 246, Buellton, and move to Suite 101 in the landlord's building next door at 185 Hwy. 246; decreasing the monthly rent from \$1,816.30 to \$1,200.00; 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 Director of Planning and Development, 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 July 2, 1996, the Board executed a Lease Agreement for the Building and Safety Division's use of office space located at 195 Hwy. 246, Suite 104, in Buellton for an initial term of five (5) years with an option to renew for an additional five (5) years. On April 25, 2001, the Board executed the First Amendment to the Lease Agreement exercising the renewal option that extended the lease term to May 31, 2006.

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Building and Safety is relocating to the landlord's building next door at 185 Hwy. 246, Suite 101, while the Fire Department back-fills the vacated space. Building and Safety's original lease was for 1580 square feet at a rate of \$1.15 per square foot. They will now be occupying 1200 square feet at a rate of \$1.00 per square foot.

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 Director of Planning and Development, or his designee.

Mandates and Service Levels:

No change in programs or service levels.

Fiscal and Facilities Impacts:

The monthly lease payments will be paid by the Building and Safety Division from Fund 0001, Budget 4020, Account 7580. The lease agreement provides for termination in the event of nonappropriation or reduction of funds used to support the Building & Safety 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 | GS/Facilities Svcs, Attn: Buffy Harrington Guy |
| 3. Copy fully executed document & Minute Order | P&D/Building & Safety, Attn: Betsy Blaine |

Concurrence:

P&D/Building and Safety Division

Project: Building & Safety Lease
at 195 Hwy. 246, Buellton
Folio: 003033
APN: 099-590-038, 039 (Portion)
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 April 25, 2001, for COUNTY'S use of a portion of the office building located at 195 Highway 246, in Buellton, California; and

WHEREAS, COUNTY wishes to relocate the Premises to LESSOR'S adjoining property located at 185 Hwy. 246, Suite 101, which consists of approximately 1200 square feet of office space; and

WHEREAS, the Agreement is scheduled to expire on May 31, 2006, and 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 change in location of the leased property; Section 3, TERM, to reflect the extended term of five (5) years; Section 4, EXTENSION AND RENEWAL OF LEASE, to reflect a renewal option of five (5) years, and authorize the Director of Planning and Development, or designee, to exercise the renewal

option on behalf of the COUNTY Board of Supervisors; and Section 6, RENT, to establish the new monthly rent.

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 the portion of that certain real property consisting of Suite 101, located at 185 West Highway 246, Buellton, California, Assessor’s Parcel No. 099-590-39, (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 1200 square feet of office space and six (6) 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 Building and Safety 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, EXTENTION 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 Director of Planning and Development, or his 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 with the following:

“B. Commencing December 1, 2005, monthly rent for the Premises, as amended, shall be TWELVE HUNDRED AND 00/100 DOLLARS (\$1200.00), based on ONE DOLLAR (\$1.00) 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 Agreement dated July 2, 1996, and subsequent amendment dated April 25, 2001, shall be in full force and effect.

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Project: Building & Safety Lease
at 195 Hwy. 246, Buellton
Folio: 003033
APN: 099-590-038, 039 (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