

Attachment 1

**Original Lease Agreement and First
Amendment with SBCAG**

**Original Lease Agreement and First
and Second Amendments with Air
Pollution Control District**

Project: SBCAG Casa Nueva
APN: 059-140-029
Folio: YH 3411
Agent: DG

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter "Agreement," is entered into by and between

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

and

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS, hereinafter referred
to as "SBCAG,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 260 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter "Property"), and the building thereon commonly known as the Casa Nueva Building (hereinafter "Building"), as such are depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and SBCAG entered into a non-binding Memorandum of Understanding dated August 8, 2000, (on file with COUNTY'S Office of the Clerk of the Board, file #00-21486), in which COUNTY indicated its intention to lease to SBCAG and SBCAG indicated its intention to lease from COUNTY a portion of the Building at a base rent of \$1.30 per square foot more or less, depending upon COUNTY'S payment for Certificates of Participation (COPs) issued to finance the construction of the Building; and

WHEREAS, COUNTY has issued the COPs and the square footage cost of leasing the Building is based on the COUNTY'S cost to amortize the COPs financing the building at approximately \$1.29 per square foot; and

WHEREAS, COUNTY and SBCAG also entered into a First Amendment to the MOU (hereinafter "First Amendment") on February 6, 2001, pursuant to which the SBCAG agreed to fund its proportionate share of any Building construction costs that were greater than the amount of the COPs that had been issued for the Building; and

WHEREAS, COUNTY and SBCAG now desire to execute this Agreement for the purpose of leasing a portion of the Building to SBCAG, to be used for office space.

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

1. **TRUTH OF RECITALS:** The above recitals are true and correct.
2. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the COUNTY'S General Services Department, and for SBCAG by the Executive Director of the SBCAG (hereinafter sometimes collectively referred to herein as "Directors").
3. **LEASED PREMISES:** COUNTY hereby leases to SBCAG and SBCAG hereby takes from COUNTY, a portion of the approximately 28,274 square foot Building. The portion to be leased by SBCAG, hereinafter "Premises", shall consist of 5,979 square feet of commercial office space. The Premises, as depicted on Exhibit B, attached hereto and incorporated herein by reference, shall include certain common areas (hereinafter, "DISTRICT-SBCAG Common Areas") that are to be shared solely by SBCAG and the Santa Barbara County Air Pollution Control District (hereinafter "DISTRICT") and certain areas to be shared by all tenants of the Building (hereinafter, All Tenant Common Areas"), all as designated and defined on Exhibit B.
4. **TERM:** The term of this Agreement shall be for a period of thirty years, commencing May 1, 2003, (hereinafter "Target Commencement Date"). Notwithstanding the above, if the Premises are not ready for occupancy by the Target Commencement Date and the delay is not due to actions of the SBCAG, then the term shall commence 30 days after SBCAG receives notice from COUNTY that a Certificate of Occupancy has been issued for the Building (hereinafter "Commencement Date"). This Agreement shall terminate thirty (30) years from the Commencement Date as set forth, subject to the provisions for termination and extension herein contained.
5. **CONVERSION TO YEAR-TO-YEAR:** Should SBCAG occupy the Premises after the expiration date of this Agreement, or any extension thereof, with the consent of COUNTY, expressed or implied; such possession shall be construed as a tenancy from year-to-year, and SBCAG shall continue to provide the same consideration as specified herein. Such annual tenancy may be terminated by either party upon one year written notice given at any time during the year.
6. **RENT/MAINTENANCE/CAPITAL REPLACEMENT:**
 - A. **RENT:** Rent for the term of this Agreement shall be \$7,729.65 per month, based on \$1.2928 per square foot per month. If COUNTY refinances the COPs with a lower interest rate, SBCAG'S base rent shall be reduced by an amount proportional to its share of the Building. Rent shall not be subject to a cost of living adjustment. Rent payments shall commence on the Commencement Date, and shall be payable in advance on or before the first (1st) day of each

and every calendar month thereafter, except as provided herein. The rent due for any period which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month.

B. **MAINTENANCE/CAPITAL REPLACEMENT:** In addition to rent, SBCAG shall pay its proportionate share of actual maintenance and operation of the Property, which shall include, among other things, an amount to be allocated to a reserve fund for the replacement of capital items. SBCAG shall pay for maintenance and operation of the Property to COUNTY in accordance with Exhibit "C" attached hereto and incorporated herein by reference.

7. **CONDITION/ TENANT IMPROVEMENTS:** SBCAG and COUNTY shall cooperate to ensure substantial compliance with all conditions of construction set forth in Blackbird Architects' Project Manual, dated January 4, 2002, and Construction Documents, dated September 28, 2001, and any authorized changes or shop drawings created during the construction process for County Project #F62201/8609. These documents are on file with the County Architect for the County of Santa Barbara. SBCAG may inspect the Premises upon completion of construction and shall notify COUNTY immediately thereafter of any conditions of construction that have not been satisfied; however, failure to satisfy a condition of construction shall not delay commencement of the term unless such failure prevents the issuance of a Certificate of Occupancy.

Except as set forth herein, SBCAG shall install no tenant improvements within or upon the Premises without the prior written consent of COUNTY. Any improvements shall be performed at SBCAG'S expense and SBCAG shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Agreement, all such improvements shall remain, or be removed by SBCAG at COUNTY'S option. In the event of removal, SBCAG shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

SBCAG is hereby authorized to install the following:

A. Its own information technology systems including all computers and wiring for such systems during the final stages of construction of the Building and throughout the lease term. COUNTY hereby agrees that SBCAG will own such SBCAG-installed system(s) and is authorized to make any changes to such system(s) during the lease term.

B. Its own telephone system including telephones and wiring for such systems. Such systems may be installed during the final stages of the construction of the BUILDING. COUNTY hereby agrees that SBCAG will own such SBCAG-installed system(s) and is authorized to make any changes to such system(s) during the term.

8. **ALTERATIONS AND CONSTRUCTION:** Except as otherwise provided for herein, any exterior or interior construction or alteration proposed by SBCAG in, on, or about the Premises shall be requested by SBCAG in written form with proposed plans and specifications prior to any construction or alterations. COUNTY, through its General Services Department, shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this Section. Such approval shall not be unreasonably withheld.

Any such COUNTY approval shall be deemed conditioned upon SBCAG acquiring all legally necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of any work, and SBCAG'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be

construed to require that COUNTY, or any other government agency, grant such permits or clearances. SBCAG shall give COUNTY'S General Services Department, or designee, not less than ten (10) days written notice prior to the commencement of any such work in, on, or about the Property; and COUNTY shall have the right to post Notices of Nonresponsibility, as provided by law.

During any such construction or alteration, SBCAG shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for SBCAG or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by SBCAG under the provisions of this Agreement, SBCAG shall inform COUNTY of the date of completion of such improvements.

9. **MAINTENANCE AND REPAIR:**

A. **COUNTY'S Responsibilities:** COUNTY agrees to perform all maintenance and repair to the Building as said responsibilities are set forth in Exhibit D, attached hereto and incorporated herein by reference, except that SBCAG shall be responsible for maintenance and repair where such is required due to the negligence of SBCAG, its agents, officers, employees and/or invitees.

B. **SBCAG'S Responsibilities:** SBCAG, shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises and those items listed as SBCAG'S responsibility in Exhibit D. Upon termination or expiration of this Agreement, SBCAG will return the Premises to COUNTY, with those items in good order, reasonable wear and tear excepted.

C. The exterior landscaping of the Building shall be maintained and funded pursuant to that certain letter agreement by and between COUNTY, SBCAG and DISTRICT, attached hereto as Exhibit E, and incorporated herein by this reference.

To the extent that there is conflict between this Section and Exhibit D, Exhibit D shall prevail.

10. **UTILITIES AND JANITORIAL SERVICES:** COUNTY shall pay all charges for, exterior lighting, gas and electricity, sewer, water, trash collection and grounds/common area maintenance, excluding landscaping, and bill SBCAG for SBCAG'S proportionate share of the actual cost thereof. SBCAG'S share shall be the ratio that the total number of square feet in the Building which is leased to SBCAG (as stipulated to in Section 3. **LEASED PREMISES**, herein) bears to the total number of leasable square feet in the Building. Upon commencement of this Agreement, SBCAG'S share shall be 5,979/28,274, or 21%.

SBCAG shall independently contract and pay for janitorial services, as well as phone and data service within the Premises.

11. **INCREASE IN LEASED SPACE:** SBCAG may increase the amount of space leased hereunder, provided that SBCAG gives COUNTY written notice at least one (1) year in advance and provided that the increased space is available and not needed for COUNTY use.

If at any time during the term hereof DISTRICT should elect to relinquish certain designated portions of the Building to COUNTY as those portions are identified on Exhibit F, attached hereto and incorporated herein by this reference (hereinafter "Functional Blocks");

SBCAG may elect to increase its Premises, as such is defined in Section 3 hereof, by providing COUNTY one (1) year written notice of its intent to include such Functional Block(s) in the Premises. Upon such election, the rent, Replacement Reserve and maintenance cost obligations due under this Agreement shall be increased proportionally based upon the building percentages assigned to such Functional Block(s) as set forth in Exhibit F, which calculations include the proportionate share of DISTRICT-SBCAG Common Areas and All Tenant Common Areas.

Notwithstanding the above, SBCAG shall have the right to sublease any portion of DISTRICT'S leased premises, as identified on Exhibit B, that is less than a Functional Block, individually and/or collectively, directly from DISTRICT. Any such sublease shall be under the same terms and conditions, including rent, as contained herein and shall not effect SBCAG'S obligations hereunder. Any such sublease shall be subject to COUNTY'S first right of refusal over the proposed sublease area, which COUNTY may exercise within 180 days of receipt of notice of the proposed sublease.

12. **PARKING:** At no additional expense, SBCAG shall be entitled to non-exclusive use of all Unreserved Parking Spaces on the Calle Real Campus as well as all Reserved Parking Spaces that are specifically reserved for visitors.

13. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties. All amendments, once fully executed shall, like this Agreement, be binding upon heirs, successors, and assigns of all parties hereto.

14. **NONDISCRIMINATION:** SBCAG shall comply with County laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

15. **QUIET ENJOYMENT:** COUNTY covenants that SBCAG, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. COUNTY further covenants that it will not deliberately interfere or permit others acting subsequently through or under COUNTY, including other tenants of COUNTY, to interfere with SBCAG'S peaceful possession or use of the Premises.

16. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

SBCAG:	Santa Barbara County Association of Governments 260 North San Antonio Road Santa Barbara CA 93110-1316 Attention: Administrative Services Officer
--------	---

With copy to:

County of Santa Barbara
Office of the County Counsel
105 East Anapamu Street, #201
Santa Barbara, CA 93101

COUNTY: County of Santa Barbara
General Services Department
1100 Anacapa Street
Santa Barbara, CA 93101-6065
Attention: Real Property Office

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mail, postage prepaid Certified mail, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

17. **INDEMNIFICATION:** SBCAG shall defend, indemnify, and save harmless COUNTY, its officers, agents, employees and contractors from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of SBCAG or its agents, employees, or independent contractors.

COUNTY shall defend, indemnify, and save harmless SBCAG, its officers, agents, employees and contractors from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of COUNTY, its agents, employees, or independent contractors.

18. **INSURANCE:** Without limiting the SBCAG'S indemnification of the COUNTY, SBCAG shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place SBCAG in default. Upon request by the COUNTY, SBCAG shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all SBCAG'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event SBCAG is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if SBCAG has no employees as defined

in Labor Code Section 3350 et seq. during the entire period of this Agreement and SBCAG submits a written statement to the COUNTY stating that fact.

B. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of SBCAG and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the SBCAG in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and SBCAG. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of SBCAG pursuant to SBCAG'S activities hereunder. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the SBCAG is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

SBCAG shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the SBCAG may be held responsible for payment of damages resulting from SBCAG'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the SBCAG is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the SBCAG'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written

amendment to this Agreement. SBCAG agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

C. Personal Property Insurance. SBCAG shall maintain property insurance for its personal property, including but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

19. **MUTUAL WAIVER OF SUBROGATION RIGHTS**: COUNTY and SBCAG hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or SBCAG, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Building arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either COUNTY or SBCAG against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by COUNTY will not be invalidated thereby.

20. **ENVIRONMENTAL PROTECTION**: SBCAG shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Building attributable to SBCAG'S acts or omissions, SBCAG shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. SBCAG shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of SBCAG'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Building attributable to COUNTY'S acts or omissions, COUNTY shall clean all property affected to the satisfaction of SBCAG and any governmental body having jurisdiction therefor. COUNTY shall indemnify, hold harmless, and defend SBCAG from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by SBCAG as a result of COUNTY'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

21. **TOXICS**: SBCAG shall not manufacture or generate hazardous waste in the Building unless specifically authorized by this Agreement. SBCAG shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported in the Building during this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. SBCAG shall notify COUNTY and the appropriate

governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

22. **COMPLIANCE WITH THE LAW:** SBCAG shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, regulations, and ordinances regulating the use of the Building during the term.

23. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

24. **REMEDIES:** In the event of a default or breach by either party, subject to the cure provisions contained in Section 23, DEFAULT above, the nondefaulting party may exercise any right or remedy at law or in equity which such nondefaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 25, WAIVER, herein below.

B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where SBCAG is the nondefaulting party, SBCAG may terminate this Agreement and surrender possession.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate or not terminate this Agreement. Where COUNTY elects not to terminate this Agreement but elects to terminate SBCAG'S right of possession, COUNTY shall have the right and the duty to attempt to relet the Premises for the benefit of SBCAG upon such terms and conditions, including rent, which SBCAG deems reasonable. If COUNTY lawfully removes property of SBCAG, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, SBCAG.

25. **WAIVER:** It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like or any other provision of this Agreement.

26. **TERMINATION:** Unless extended as provided for in Section 5, CONVERSION TO YEAR-TO-YEAR, this Agreement shall terminate and all rights of SBCAG shall cease and SBCAG shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. At the expiration of the term as provided in Section 4, TERM of this Agreement;

B. After expiration of the initial term, upon one year written notice given by either party, which notice may be given without cause;

C. Upon the failure of either party to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 23, DEFAULT; or

D. Upon the total destruction of the Building, as provided in Section 30, DESTRUCTION OF THE PREMISES.

27. **ABANDONMENT**: SBCAG shall not vacate or abandon the Premises at any time during the term of this Agreement and if SBCAG shall abandon, vacate, or surrender said Premises, any personal property belonging to SBCAG and left in the Building more than thirty (30) days after termination of this Agreement shall be deemed abandoned at the option of the COUNTY.

28. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, SBCAG shall vacate and surrender the Premises to COUNTY in good condition, except for ordinary wear and tear. SBCAG shall remove all its personal property prior to the expiration or termination of this Agreement and shall perform all restoration made necessary by the removal of any trade fixtures or personal property prior to the expiration or termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to SBCAG, elect to retain or dispose of in any manner any trade fixture(s) or personal property that SBCAG does not remove from the Premises upon expiration or termination of this Agreement. Title to any such trade fixture(s) or personal property that COUNTY elects to retain or dispose of following expiration of the thirty (30) day period shall vest in COUNTY. SBCAG waives all claims against COUNTY for any damage to SBCAG resulting from COUNTY'S retention or disposition of any such trade fixture(s) or SBCAG'S personal property. SBCAG shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

If SBCAG fails to surrender the Premises to COUNTY, SBCAG shall hold COUNTY harmless from damages resulting from the SBCAG'S failure to surrender the Premises, including, without limitation, claims made by a succeeding lessee resulting from such failure to surrender the Premises.

29. **FIXTURES**: The parties agree that all improvements to, or fixtures on the Building, made or added by either party, except trade fixtures added by SBCAG that may be removed as herein provided, shall be and become the property of COUNTY upon their being affixed or added to the Building. At the termination of the term hereof, SBCAG may remove such trade fixtures, including but not limited to phone and information technology equipment as it shall have affixed or added to the Building (if any) which may be removed without damage to the Building.

30. **DESTRUCTION OF THE PREMISES**: If the Building is totally destroyed by fire or any other cause, this Agreement, at the option of SBCAG, shall terminate.

If a loss renders any portion of the Premises unusable, SBCAG may choose to remain or may terminate this Agreement by written notice to COUNTY. Should SBCAG choose to remain, COUNTY shall promptly repair the Premises within ninety (90) days of the casualty.

If SBCAG chooses to remain in possession of the Premises despite partial destruction, the rent provided in this Agreement shall be reduced by the same percentage that usable floor space has been reduced until the destroyed section is rebuilt to its condition prior to the casualty.

31. **RESERVATIONS:** COUNTY hereby reserves the right for COUNTY or its agents to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for making such alterations, repairs, improvements or additions to the Premises as COUNTY may deem necessary. In addition, COUNTY reserves the right to grant such easements, rights and dedications that COUNTY deems necessary, so long as such easements, rights or dedications do not unreasonably interfere with the use of the Premises by SBCAG.

Notwithstanding the above, in the event that access through the Premises is required by third parties such as lessees of roof space, access shall only be provided during normal working hours and upon 24-hour notice to SBCAG. Whenever practical, third parties entering the Premises shall be accompanied by an employee of SBCAG or COUNTY.

32. **CAPTIONS:** The title on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

33. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

34. **SUCCESSORS IN INTEREST:** This Agreement shall bind and enure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.

35. **WASTE AND NUISANCE:** SBCAG shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.

36. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind SBCAG and COUNTY to its terms and conditions or to carry out duties contemplated herein.

37. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

38. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

39. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

40. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

///

///

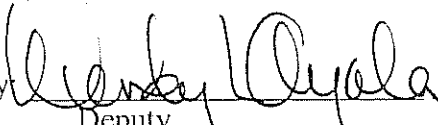
///

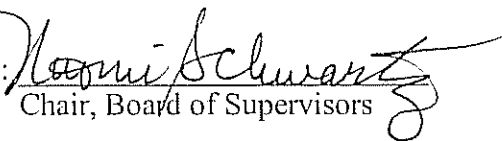
Project: SBCAG Casa Nueva
APN: 059-140-029
Folio: 3411
Agent: DG

IN WITNESS WHEREOF, COUNTY and SBCAG have executed this Agreement to be effective on the date executed by the last party.

"COUNTY"
COUNTY OF SANTA BARBARA


ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: 
Deputy

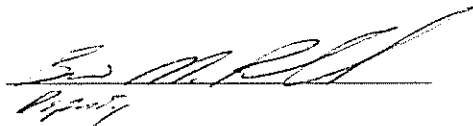
By: 
Chair, Board of Supervisors

Date: 1/14/03

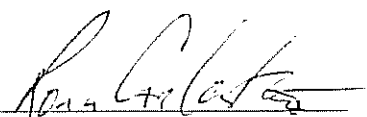
APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: 
)

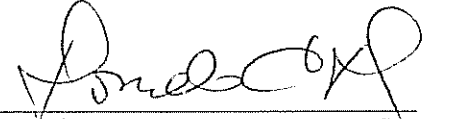
APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 

APPROVED:

By: 
Ronn Carlentine SR/WA
Real Property Manager

APPROVED:

By: 
for John A. Forner, M.B.A., A.R.M.
Risk Manager

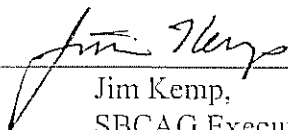
(SBCAG Signature page)

"SBCAG"
SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

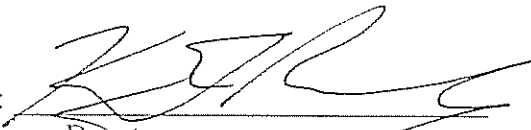
By: 
Chair

Date: 12/19/02

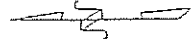
ATTEST:


Jim Kemp,
SBCAG Executive Director

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: 
Deputy

059-14



1" = 800'
Scale 2

CASA NUEVA BUILDING -
CALLE REAL CAMPUS - Cross-slash
PROPERTY - Outlined

Lot	Area	Acres	Owner
1	1.00	.02	Alpha School
2	1.00	.02	Alpha School
3	1.00	.02	Alpha School
4	1.00	.02	Alpha School
5	1.00	.02	Alpha School
6	1.00	.02	Alpha School
7	1.00	.02	Alpha School
8	1.00	.02	Alpha School
9	1.00	.02	Alpha School
10	1.00	.02	Alpha School
11	1.00	.02	Alpha School
12	1.00	.02	Alpha School
13	1.00	.02	Alpha School
14	1.00	.02	Alpha School
15	1.00	.02	Alpha School
16	1.00	.02	Alpha School
17	1.00	.02	Alpha School
18	1.00	.02	Alpha School
19	1.00	.02	Alpha School
20	1.00	.02	Alpha School
21	1.00	.02	Alpha School
22	1.00	.02	Alpha School
23	1.00	.02	Alpha School
24	1.00	.02	Alpha School
25	1.00	.02	Alpha School
26	1.00	.02	Alpha School
27	1.00	.02	Alpha School
28	1.00	.02	Alpha School
29	1.00	.02	Alpha School
30	1.00	.02	Alpha School
31	1.00	.02	Alpha School
32	1.00	.02	Alpha School
33	1.00	.02	Alpha School
34	1.00	.02	Alpha School
35	1.00	.02	Alpha School
36	1.00	.02	Alpha School
37	1.00	.02	Alpha School
38	1.00	.02	Alpha School
39	1.00	.02	Alpha School
40	1.00	.02	Alpha School
41	1.00	.02	Alpha School
42	1.00	.02	Alpha School
43	1.00	.02	Alpha School
44	1.00	.02	Alpha School
45	1.00	.02	Alpha School
46	1.00	.02	Alpha School
47	1.00	.02	Alpha School
48	1.00	.02	Alpha School
49	1.00	.02	Alpha School
50	1.00	.02	Alpha School
51	1.00	.02	Alpha School
52	1.00	.02	Alpha School
53	1.00	.02	Alpha School
54	1.00	.02	Alpha School
55	1.00	.02	Alpha School
56	1.00	.02	Alpha School
57	1.00	.02	Alpha School
58	1.00	.02	Alpha School
59	1.00	.02	Alpha School
60	1.00	.02	Alpha School
61	1.00	.02	Alpha School
62	1.00	.02	Alpha School
63	1.00	.02	Alpha School
64	1.00	.02	Alpha School
65	1.00	.02	Alpha School
66	1.00	.02	Alpha School
67	1.00	.02	Alpha School
68	1.00	.02	Alpha School
69	1.00	.02	Alpha School
70	1.00	.02	Alpha School
71	1.00	.02	Alpha School
72	1.00	.02	Alpha School
73	1.00	.02	Alpha School
74	1.00	.02	Alpha School
75	1.00	.02	Alpha School
76	1.00	.02	Alpha School
77	1.00	.02	Alpha School
78	1.00	.02	Alpha School
79	1.00	.02	Alpha School
80	1.00	.02	Alpha School
81	1.00	.02	Alpha School
82	1.00	.02	Alpha School
83	1.00	.02	Alpha School
84	1.00	.02	Alpha School
85	1.00	.02	Alpha School
86	1.00	.02	Alpha School
87	1.00	.02	Alpha School
88	1.00	.02	Alpha School
89	1.00	.02	Alpha School
90	1.00	.02	Alpha School
91	1.00	.02	Alpha School
92	1.00	.02	Alpha School
93	1.00	.02	Alpha School
94	1.00	.02	Alpha School
95	1.00	.02	Alpha School
96	1.00	.02	Alpha School
97	1.00	.02	Alpha School
98	1.00	.02	Alpha School
99	1.00	.02	Alpha School
100	1.00	.02	Alpha School

NOTE: For details of
distances see page 15

NOTICE

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

Assessor's Map Bk. 059-Pg. 14
County of Santa Barbara, Calif.
Map No. 3133
31 + 31
31 + 31
31 + 31

(10/65)

EXHIBIT A

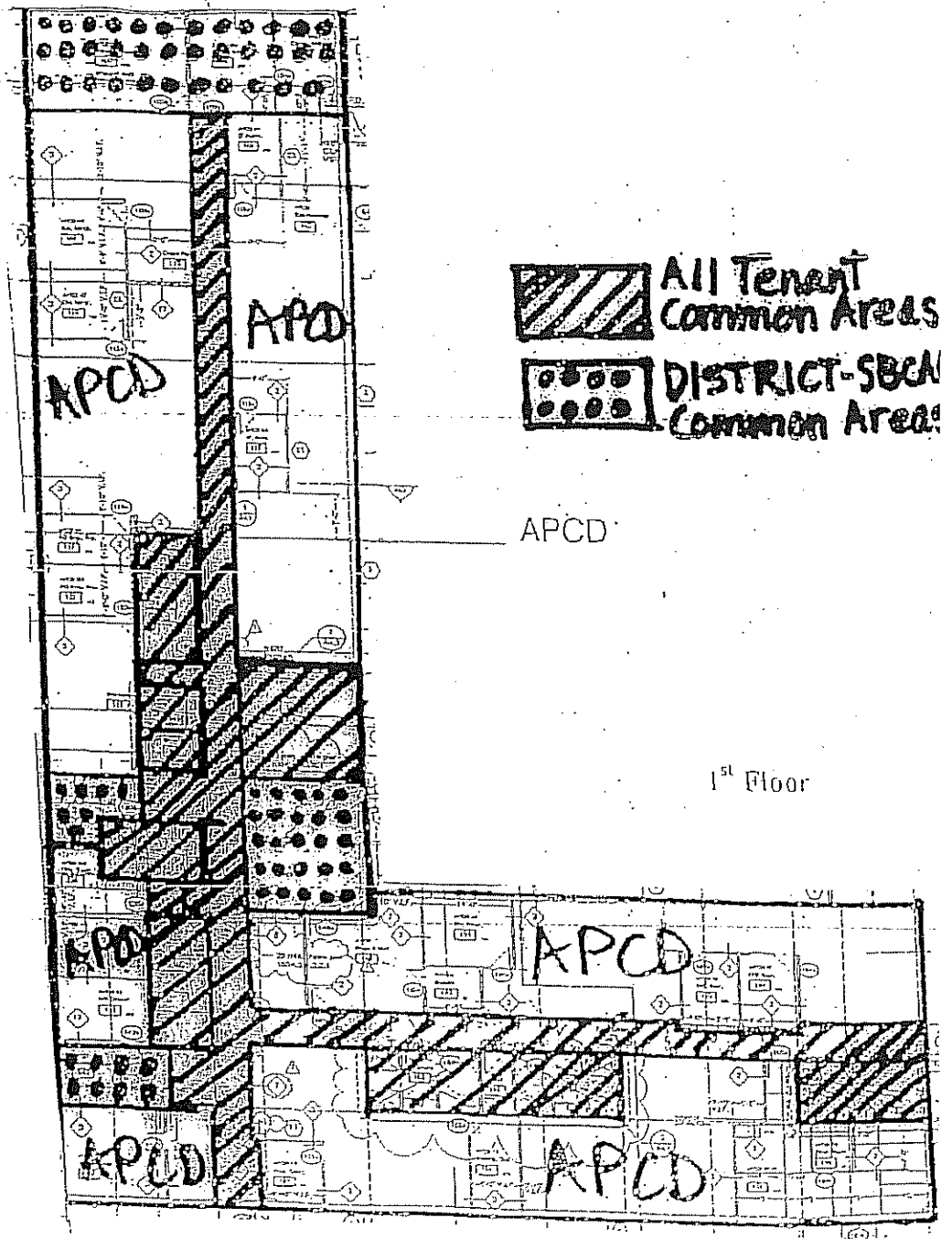
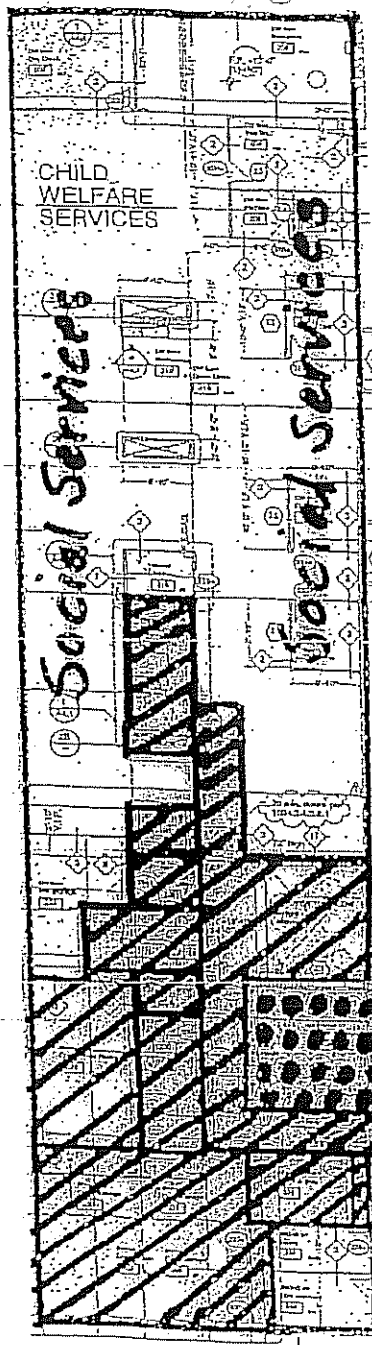




EXHIBIT B



-  All Tenant Common Areas
-  DISTRICT-SBCAG Common Areas

2nd Floor

EXHIBIT B

2 of 4

CASA NUEVA
SPACE ALLOCATION

Gross Building Square Footage	28653	
Minus Lobby Air Space	-379	
Gross Usable Square Footage	28274	
Minus Assignable Space	-20796	
Remainder	7477	
All Tenant Common Area:		7477

Agency Share of All Tenant Common Area:		
SBCAG	1581	
Social Services	2157	
APCD	3739	

7477

Total Leased SqFt per Agency:

Social Services:		
Assignable Square Footage	5999	
All Tenant Common Area Square Footage	2157	
Total Square Footage		8156

2970

SBCAG:		
Assignable Square Footage	4398	
All Tenant Common Area Square Footage	1581	
Total Square Footage		5979

215

APCD:		
Assignable Square Footage	10399	
All Tenant Common Area Square Footage	3739	
Total Square Footage		14139

5072

TOTAL 28274

COP TOTAL	\$8,772,622.27
Cost per Gross Square Foot	\$310.27
Divided by 20 year life of COP	\$15.51
Divided by 12 months = \$/sqft/mo.	\$1.2928

EXHIBIT B

Agency's Assignable SqFt				Total
SBCAG SqFt	Soc.Svc SqFt	APCD Sq Ft		
1515	3159	1110		
303	945	1632		
316	645	26		
221	248	450		
225	69	619		
225	932	423		
331		145		
748		384		
		25		
		634		
		182		
		540		
		276		
		480		
		1900		
3884	5999	8824		18707
DISTRICT-SBCAG Common Areas	359	815		
DISTRICT-SBCAG Computer Area	156	760		
Total Assignable	4398	5999	10399	20796
Proportionate Share of Common Areas:				
	0.21	0.29	0.50	

DISTRICT-SBCAG Common Areas:

Library	417
Lobby	379
1st Flr Conf Rm	146
1st Flr Conf Rm	232
	1174

Proportionate Share of DISTRICT-SBCAG Common Areas:

SBCAG	359	0.31
APCD	815	0.69

Proportionate Share of DISTRICT-SBCAG Computer Room:

	916	
SBCAG	156	0.17
APCD	760	0.83

EXHIBIT B

EXHIBIT C
TOTAL OPERATING COSTS

1. TOTAL OPERATING COSTS DEFINED: Operating costs shall mean all sums paid or incurred by COUNTY for the maintenance and operation of the Property in which the Premises are situated, including both costs allocable to the Building and to all common areas, and a replacement reserve to be used for replacement of structural and mechanical systems as described below. Such costs shall include, without limitation, the costs and expenses now or in the future attributable to the following:

- A. All costs necessary in COUNTY'S reasonable judgment for the repair, maintenance and operation of the Building in which the Premises are situated (APN 059-140-029);
- B. Lot sweeping, resealing, repainting, and restriping of any parking areas;
- C. Cleaning, sweeping, trash removal, and other janitorial services for common areas;
- D. Maintenance and repair of refuse receptacles;
- E. Directional signs and other markers;
- F. The premiums on insurance maintained by COUNTY with respect to the Property or Premises; and
- G. Maintenance of heating, ventilation and air-conditioning systems installed by COUNTY.

Common Areas: The term "common areas" shall include the parking lots, hallways, rest rooms, etc., of the Property.

For purposes of this Agreement, operating costs shall be allocated such that SBCAG shall pay actual costs for maintenance of the Property and Building, as well as estimated costs to be allocated to a dedicated reserve account for repair and replacement of major systems of the Building as identified herein.

SBCAG'S proportionate share of COUNTY'S total operating costs shall be the ratio that the total number of square feet at the Property which are leased to SBCAG (as stipulated to in Section 3, *LEASED PREMISES*) bears to the total number of leasable square feet at the Property. For purposes of this Agreement, "leasable square feet at the Property" shall be defined as 28,274 square feet, and upon commencement of this Agreement, the Premises shall be defined as 5,979 square feet, which includes SBCAG'S share of the common areas.

Upon commencement of this Agreement, SBCAG'S share of total operating costs shall be 21% (hereinafter "SBCAG'S share"). SBCAG'S share may be increased pursuant to Section 11. *INCREASE IN LEASED SPACE* hereof. If Functional Blocks, as defined in Section 11, are added to SBCAG'S leased space, SBCAG'S share shall be increased proportionally, according to Exhibit F hereof.

COUNTY shall bill SBCAG for SBCAG'S proportionate share of the actual operating costs incurred by COUNTY. Any such bill shall be made in arrears for operating costs incurred during the preceding month, and shall due and payable within thirty (30) days following delivery of such bill. Each month shall be computed on a thirty (30) day basis. The expiration or other termination of the Term shall not affect SBCAG'S obligation to pay its proportionate share of operating costs accrued during the last month of the Term.

2. REPLACEMENT RESERVE/Cost of Living Adjustment: Upon commencement of this Agreement, SBCAG shall pay to COUNTY, in addition to the maintenance expense discussed above, FIVE HUNDRED NINETY-SEVEN AND 90/100 DOLLARS (\$597.90) per month, based on \$.10 per square foot, for repair and replacement of major systems as such are identified herein. This amount shall be subject to an annual cost of living adjustment based upon the following:

On May 1, 2004, and on each anniversary thereof throughout the Term and any extension thereof, (each of which dates is herein referred to as an "Adjustment Date"), the Replacement Reserve payment shall be increased by the same percentage as the increase in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (1982-84=100), All Items, for the Los Angeles-Anaheim-Riverside area (the "Index"). In no event shall the Replacement Reserve payment be less than that payable before the Adjustment Date, nor shall any increase exceed a maximum of seven (7%) percent annually.

The Replacement Reserve payment shall be increased in accordance with the following formula:

$X = A \times B/C$

X = Adjusted Replacement Reserve payment

A = Replacement Reserve payment in effect immediately before the current Adjustment Date

B = The monthly index in effect for the month of February immediately preceding the current Adjustment Date (the "Adjustment Index")

C = The monthly index in effect for the month of February, 2003 (the "base Index").

If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

All amounts paid pursuant hereto, and interest accrued thereon, shall be deposited into a dedicated reserve account and may only be used for the following capital items except that additional items may be added upon the mutual written consent of the Directors: Roof replacement, HVAC replacement, major painting, carpet or flooring replacement, elevator replacement, rewiring of a majority of the Building, interior fire sprinkler replacement, water heater replacement, and elevator replacement. Items replaced pursuant to this hereto shall be replaced with capital items of similar capacity and quality. In the event that SBCAG would like to upgrade the capital items being replaced it shall contribute the difference between the cost of like-kind replacement and the replacement of the capital item requested.

3. ADMINISTRATIVE AMENDMENT TO MAINTENANCE EXPENSE AND REPLACEMENT RESERVE: In the event that the COUNTY determines that the amounts set forth above for Replacement Reserves are insufficient for the SBCAG'S share of adequate replacement reserves, these amounts may be increased upon the mutual written agreement of the Directors. In addition, the Directors may agree to amend this exhibit so as to provide for a direct cost allocation if such system is determined to be feasible.

In the event of disagreement by the Directors, this matter may be referred for decision to the respective Boards of the parties hereto.

EXHIBIT C

EXHIBIT D
MAINTENANCE AND REPAIR RESPONSIBILITIES

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	SBCAG
1. Building Exterior				
	Repair Walls		X	
	Painted Surfaces		X	
	Door and Window Trim		X	
	Doors, Hardware		X	
	Windows: Hardware and Screens		X	
	Locks		X	
	Roof		X	
	Rain Gutters		X	
	Flashing		X	
	Down Spouts		X	
	Lighting		X	
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	
	Ballast		X	
	Handrails		X	
	Signs (County Designation)		X	
	Timers		X	
	Gutters		X	
	Decking Walkways		X	
	Exterior Patios		X	
	Decking (Overdecking on roof top area)		X	
	Water Softener, Filter and Conditioner		X	
	Stairs		X	
	Roof Drains		X	
	Gates		X	
	Gas/Water Lines		X	
	Elect. Lines		X	
	Phone/ Computer Lines		X	
	Sewer Lines		X	

EXHIBIT D

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	SBCAG
2. Building Interior (within Leased Premises)				
	Walls		X	
	Painted Surfaces		X	
	Door Hardware			X
	Locks			X
	General Cleaning			X
	Floor, Sweeping and Cleaning			X
	Carpet, Vacuum and Cleaning			X
	Window Coverings		X	
	Lighting		X	
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	
	Ballast		X	
	Handrails (ADA)		X	
	Signs		X	
	Timers			X
	Drinking Fountains		X	
	Ceiling		X	
	Showers		X	
	Toilet/Urinals (Replacement)			
	Toilet/Urinals (Maintenance)		X	
	Sink & Faucets (Replacement)		X	
	Sink & Faucets (Maintenance)		X	
	Gas Lines		X	
	Water Lines		X	
	Sewer Lines/Drains		X	
	Phone Lines & Jacks			X
	Computer Lines & Jacks			X
	T.V. Cable & Jacks			X

EXHIBIT D

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	SBCAG
	Phones			X
	Towel Racks	X		
	Garbage Disposal	X	X	
	Refrigerator/ Microwave	X		X
	Stove	X		
	Counter Tops, replacement	X		
	Cabinets, replacement	X		
	Dish Washer	X		
	Trash Compactor	X		
3. Grounds				
	Drinking Fountains		X	
	Mail Boxes		X	
	Fences		X	
	Trash Bins		X	
	Trash Enclosures		X	
	Bike Racks		X	
	Signs (County)		X	
	Litter Pick-up			X
	Lighting			
	Parking Lot		X	
	Driveways		X	
	Walkways		X	
	Timers (external)		X	
	Timers (internal)	X		
	Signs		X	
	Cleaning, Sidewalks, Walkways, Parking Lot		X	
4. Landscaping				
	Trees			X
	Shrubs			X
	Flowers			X
	Lawn			X

EXHIBIT D

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	SBCAG
	Watering			X
	Sprinkler, Repair and Replace			X
	Headers			X
	Rodent/Pest			X
	Seeding			X
	Fertilizer			X
	Plant Trimming			X
	Plant Removal			X
	Plant Replacement			X
	Tree Care & Trimming			X
5. Mechanical Systems				
	Electrical Panels, Breaker, Interior		X	*X
	Electrical Fuses, Interior		X	*X
	Electrical Receptacle, Switches, Interior		X	*X
	Electrical Central Switches		X	
	Elevator		X	
	Heating		X	
	Air Conditioning		X	*X
	Water Heater		X	
6. Roadways/Parking Lots Repair & Maintenance				
	Striping		X	
	Handicap Signage		X	
	Asphalt Surface, Curbing		X	
	Cement Surface, Curbing		X	
	Wheel Stops		X	
	Drainage		X	
	Signs		X	

*SBCAG may elect to provide maintenance and repair or to request COUNTY to provide maintenance and repair.

EXHIBIT D

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	SBCAG
7. Fire Equipment				
	Sprinklers		X	
	Hoses		X	
	Extinguisher (interior)		X	
	Alarm Systems		X	
	Smoke Detectors		X	
8. Other Items				
	Paper supplies, dispensers, waste containers, soap in restrooms and kitchens			X
	Interior janitorial products and services			X
	Interior Floor Waxing, Sweeping			X
	Window Washing (interior & exterior)			X
	Exterior sweeping entry, sidewalks and walkways		X	
	Janitorial service for public areas or common use areas		X	
	Broken window glass or door glass		X	
	Refuse, Rubbish and Garbage Disposal		X	
	Cleaning Storage Rooms, Utility Rooms		X	
	Exterminating		X	
	Carpet Replacement Linoleum Replacement Tile Replacement		X	
	Lawn mower, repair and maintenance			X
	Building Foundation		X	
	Flooring (wood & concrete)		X	
	Utility mains & appurtenances		X	

EXHIBIT D

April 10, 2001

Mark Mittermiller
General Services Department
Courthouse Annex
1100 Anacapa
Santa Barbara 93101-6065

Subject: Wisteria Vine on the Casa Nueva Building

Dear Mark:

The three agencies programmed to inhabit the new Casa Nueva building have discussed Blackbird Architect's proposed wisteria vine and have come to the following conclusions and agreements.

- 1- The wisteria vine, as the architect has described it to us, is an integral part of the new building. It is our understanding that its presence will enhance the building's energy efficiency by providing shade in the summer and allowing light into the building in the winter. We believe that all the departments will ultimately benefit from having the vine through energy savings, not to mention from added beauty.
- 2- We understand that the departments currently housed on the Health Care Services Campus have their grounds maintained by the Parks Department and have the costs applied to them through the County's cost-applied system. It is also our understanding that the Parks Department does not wish to take on the additional landscaping (especially the vine) associated with the new building.
- 3- To ensure that the wisteria vine and all other landscaping that is integral to the new building are maintained properly throughout the life of the building, we intend to hire a private grounds maintenance firm.
- 4- It is our intent to distribute the cost for this grounds maintenance contract equitably among the building occupants with one exception. We would like the Parks Department to calculate what it would cost if they were maintaining more typical landscaping. It is our agreed intent to only charge Social Services for their portion of this cost applied calculation so that they would not pay more than they normally would.

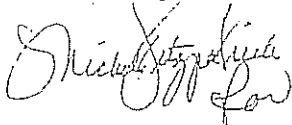
We will need to work with the Parks Department to arrive at an appropriate calculation to maintain "typical" landscaping. However, since APCD and SBCAG have agreed to make up the difference to hire a private grounds maintenance firm,

EXHIBIT E

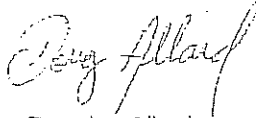
we expect that Blackbird Architects will be given the authorization to proceed with the proposed wisteria vine.

Ultimately, we will codify this and all other cost sharing arrangements in our individual lease agreements. Our signatures below confirm that, as to grounds maintenance, the above constitutes our intended agreements.

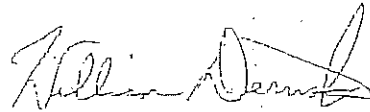
Sincerely,



Charlene Chase
Social Services



Douglas Allard
SBCAPCD



William Derrick
SBCAG

cc: Sarajane Woolf, General Services
Yianni Doulis, Blackbird Architects

EXHIBIT E

2 of 2

Project: SBCAG Casa Nueva
APN: 059-140-029
RP File: 003411
Agent: SF

FIRST AMENDMENT TO THE LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (hereinafter, “Amendment”) is made by and between:

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

and

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, hereinafter referred to as “SBCAG,”

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 260 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter “Property”), and the building thereon commonly known as the Casa Nueva Building (hereinafter “Building”), as shown on Exhibit A of the Lease Agreement, incorporated herein by reference; and

WHEREAS, COUNTY and SBCAG entered into a lease agreement (hereinafter “Agreement”) on January 14, 2003, for the purpose of leasing 5,979 square feet of the Building to SBCAG to be used as commercial office space; and

WHEREAS, portions of the Building are occupied by the COUNTY Department of Social Services, SBCAG and the Santa Barbara County Air Pollution Control District (hereinafter, “DISTRICT”); and

WHEREAS, the COUNTY General Services Department (“GS”) now wishes to occupy a portion of the Building consisting of 4,775 square feet of exclusive office space; and

WHEREAS, on September 6, 2021, COUNTY, DISTRICT, and SBCAG entered into a Letter of Understanding (“LOU”) for the purpose of expressing each party’s intentions regarding future use and occupancy of the Building; and

WHEREAS, COUNTY and SBCAG desire to amend the Agreement upon the terms and conditions set forth below.

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

1. **EFFECTIVE DATE:** This Amendment shall be effective upon final execution by SBCAG (hereinafter “Effective Date”). Except as otherwise set forth herein, the terms and provisions of this Amendment regarding SBCAG’s reduction in leased premises and reduced rent shall be effective as of August 23, 2021, which is deemed to be the date that SBCAG relinquished the right to use a 1,180-square-foot portion of the Building’s common area as identified in Exhibit B, attached hereto and incorporated herein by reference.
2. **REDUCTION OF LEASED PREMISES:** Section 3, *LEASED PREMISES*, is hereby deleted and replaced with the following:

COUNTY hereby leases to SBCAG and SBCAG hereby takes from COUNTY, a portion of the approximately 28,268-square-foot building. The portion of the Building leased by SBCAG (hereinafter “Premises”) shall consist of 5,979 square feet from May 1, 2003 through August 22, 2021, and 5,591 square feet from August 23, 2021 through the remaining term of the lease. The Premises shall include certain common areas that are to be shared solely by SBCAG and DISTRICT (hereinafter, “DISTRICT-SBCAG Common Areas”) and certain areas to be shared by all tenants of the Building (hereinafter, “All Tenant Common Areas”), all as depicted on Exhibit B, attached hereto and incorporated herein by reference.

- A. **Exclusive Space:** SBCAG shall have exclusive use of 4,398 square feet of commercial office space, as shown on Exhibit B.
- B. **Common Areas:** SBCAG shall have non-exclusive use of all common areas, which are designated as either All Tenant Common Areas or DISTRICT-SBCAG Common Areas and identified on Exhibit B.
- C. **Use of Side Entrance and Side Staircase:** The “Side Entrance” and “Side Staircase” identified on Exhibit B are unavailable for SBCAG use except in the event of an emergency or when required to provide access and accommodation for SBCAG’s employees, customers, clients, and members of the public in compliance with the Americans with Disabilities Act (ADA). When access is required for ADA compliance, SBCAG shall coordinate directly with GS by providing at least four (4) hours’ advance notice, when possible. In the future, if SBCAG employs, works with, or regularly interacts with any individual(s) that requires ADA access, COUNTY agrees to allow such individual(s) to regularly use the “Side Entrance” or will otherwise provide reasonable access to SBCAG’s Premises at no additional cost to SBCAG.
- D. **Use of Showers:** The showers located on the first floor are included in GS’ exclusive office space and, as such, are unavailable for SBCAG’s unlimited use except: GS shall allow SBCAG staff limited access during regular business hours (7am-6pm Monday – Friday); and any SBCAG staff who wish to use the showers may request such use from GS and must comply with all GS rules and regulations regarding such use, which may include an assigned security card for direct access.

3. **RENT**: Section 6.A., RENT, of the Agreement is hereby deleted and replaced with the following provision:

Rent shall be based on \$1.2928 per square foot per month, and shall be SEVEN THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS AND FIVE CENTS (\$7,228.05) beginning on August 23, 2021, and continuing through the remaining term of the lease. Rent shall not be subject to a cost of living adjustment. Rent payments shall be payable in advance on or before the first (1st) day of each and every calendar month, except as provided herein. The rent due for any period, which is for less than one (1) calendar month shall be prorated, based upon a thirty (30) day month.

4. **SIGNAGE**: Section 7, CONDITION / TENANT IMPROVEMENTS, is hereby modified and amended by adding the following paragraph after the last sentence: "COUNTY, in its sole discretion, is hereby authorized to install its own signage on the exterior and/or interior of the Building. SBCAG, with COUNTY's prior written approval, may install its own signage on the exterior and/or interior of the Building."

5. **MAINTENANCE, REPAIR, AND BUILDING RESPONSIBILITIES**: Section 9, MAINTENANCE AND REPAIR, is hereby deleted in its entirety and replaced as follows:

MAINTENANCE, REPAIR AND BUILDING RESPONSIBILITIES:

- A. **COUNTY's Responsibilities**: COUNTY agrees to perform all maintenance and repair to the Building as set forth in Exhibit D, attached hereto and incorporated herein by reference, except that SBCAG shall be responsible for maintenance and repair when such is required due to the negligence of SBCAG's agents, officers, employees and/or invitees.

COUNTY may install its own security system in the Building in order to restrict and monitor access to its exclusive space and the 2nd floor phone and data room. COUNTY shall cooperate with SBCAG to ensure specific individuals have access to the phone and data room.

- B. **SBCAG's Responsibilities**: SBCAG shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises and those items listed in Exhibit D as SBCAG's responsibilities, but only to the extent of SBCAG's proportionate share. Upon termination or expiration of this Agreement, SBCAG will return the Premises to COUNTY with those items in good order, reasonable wear and tear excepted.

SBCAG shall contact the DISTRICT to schedule all use of the 2nd floor conference rooms and library room, and agrees to coordinate with all Building occupants regarding such use.

- C. **Shared Responsibilities**: SBCAG shall coordinate with COUNTY and DISTRICT for the use and/or placement of the refrigerator and any vending machines in the 1st Floor Kitchen and Breakroom.

To the extent that there is conflict between this Section and Exhibit D, Exhibit D shall prevail.

6. **UTILITIES AND JANITORIAL SERVICES:** The last sentence of the first paragraph of Section 10, *UTILITIES AND JANITORIAL SERVICES*, is hereby deleted and the following sentences are added: “Upon commencement of this Agreement and continuing through August 22, 2021, SBCAG’s share shall be 5,979/28,268, or 21%. Effective August 23, 2021 and continuing through the remaining term, SBCAG’s share shall be 5,591/28,268, or 20%.”

7. **PARKING AND LOADING DOCK:** Section 12, *PARKING*, is hereby deleted in its entirety and replaced with the following:

PARKING AND LOADING DOCK: At no additional expense, SBCAG shall be entitled to non-exclusive use of all Unreserved Parking Spaces on the Calle Real Campus as well as all Reserved Parking Spaces that are specifically reserved for visitors.
COUNTY has non-exclusive use of the loading dock for up to three (3) hours per day for its mail delivery services. Such hours of use may vary from time to time, but will be communicated to SBCAG and DISTRICT in advance.

8. **EXHIBITS:**
 - A. Exhibit B is hereby deleted and replaced with the attached pages titled “Exhibit B”, incorporated herein by reference.

 - B. Section 1, *TOTAL OPERATING COSTS DEFINED*, of Exhibit C is hereby modified and amended as follows:
 1. The last sentence of the third paragraph is hereby deleted and replaced with the following: “For purposes of this Agreement, “leasable square feet at the Property” shall be defined as 28,268 square feet and, effective August 23, 2021, the Premises shall be defined as 5,591 square feet, which includes SBCAG’s share of the common areas.”

 2. The fourth paragraph is hereby deleted, with the exception of the first sentence, and replaced with the following paragraph:

“Effective August 23, 2021, SBCAG’s share of total operating costs shall be 20% (hereinafter “SBCAG’s share”). SBCAG’s share may be reduced pursuant to Section 11, *REDUCTION IN LEASED SPACE* hereof. If Functional Blocks, as defined in Section 11 and identified in Exhibit B, are relinquished, SBCAG’s share shall be reduced proportionately.”

 3. Section 2, *REPLACEMENT RESERVE / Cost of Living Adjustment*, of Exhibit C is hereby modified by adding the following after the first sentence: “Effective August 23, 2021, SBCAG shall pay to COUNTY, in addition to the maintenance expense discussed above, EIGHT HUNDRED FORTY TWO DOLLARS and FIFTY-SIX CENTS (\$842.56) per month, based on \$.1507 per square foot, for repair and replacement of major systems as such are identified herein.”

 - C. Exhibit E is hereby deleted.

003411

9. **EXECUTION IN COUNTERPARTS:** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall constitute one and the same instrument.
10. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated January 14, 2003, shall remain in full force and effect.

///

Project: SBCAG Casa Nueva
APN: 059-140-029
RP File: 003411
Agent: SF

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by SBCAG.

“SBCAG”
SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

ATTEST:

MARJIE KIRN
CLERK OF THE BOARD

By: Holly Sierra
Director Holly Sierra, Chair

By: [Signature]
Executive Director

Date: 10.21.21

APPROVED AS TO FORM:
RACHEL VAN MULLEM

Susan
By: McKenzie
SUSAN MCKENZIE
DEPUTY COUNTY COUNSEL FOR SBCAG

Digitally signed by: Susan McKenzie
DN: CN = Susan McKenzie email =
smckenzie@co.santa-barbara.ca.us C = AD O =
County of Santa Barbara OU = Office of County
Counsel
Date: 2021.10.06 13:43:32 -07'00'

COUNTY SIGNATURES TO FOLLOW

Project: SBCAG Casa Nueva
APN: 059-140-029
RP File: 003411
Agent: SF

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila Diabueno
Deputy Clerk

Bob Nelson
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Dated: 10.12.2021

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Janette D. Pell
1FBA9BD673A445F...

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Scott Greenwood
D0A627A89DD64A5...
Scott Greenwood, Deputy County Counsel

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

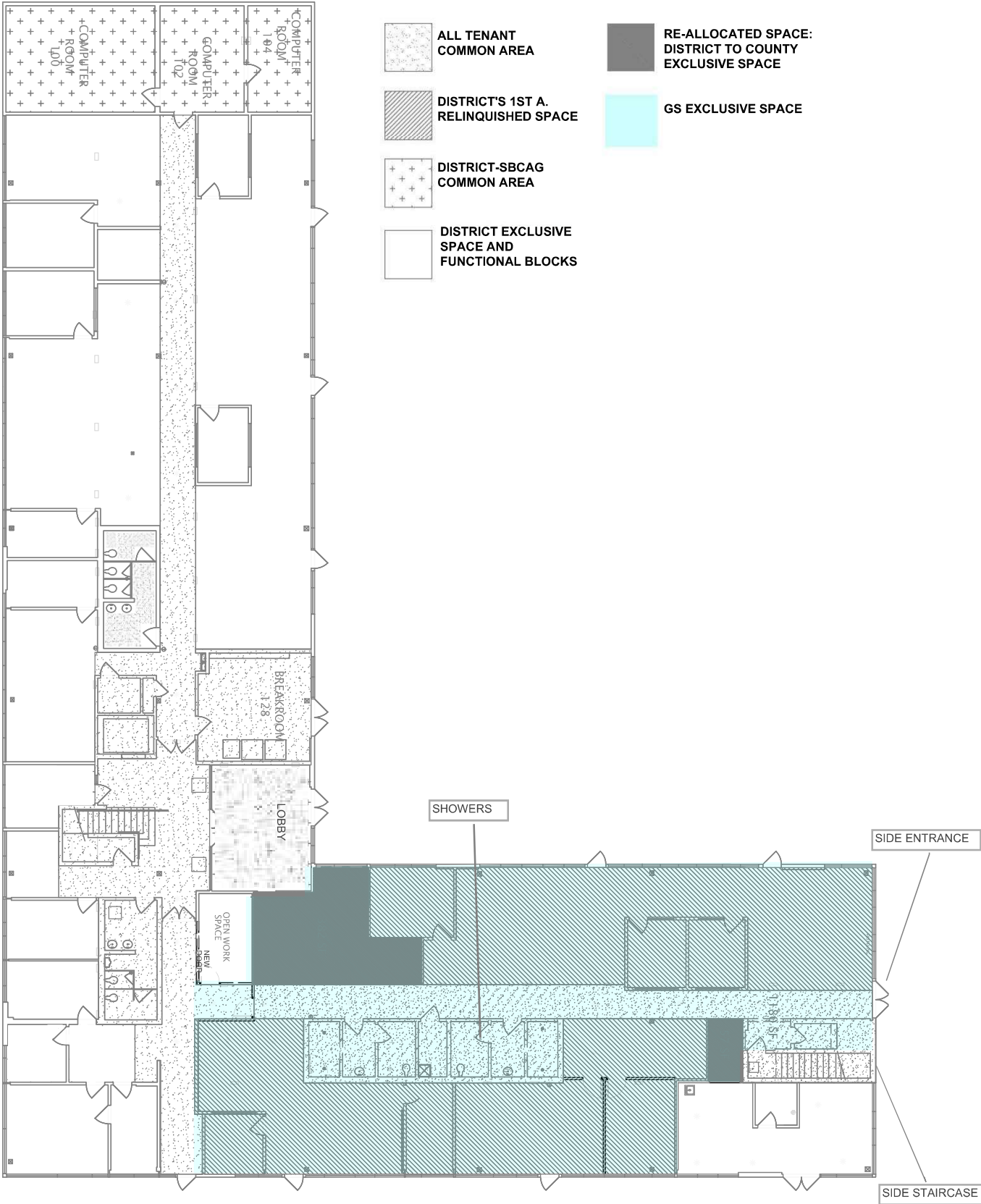
DocuSigned by:
By: Deputy
E1998503A4304B7

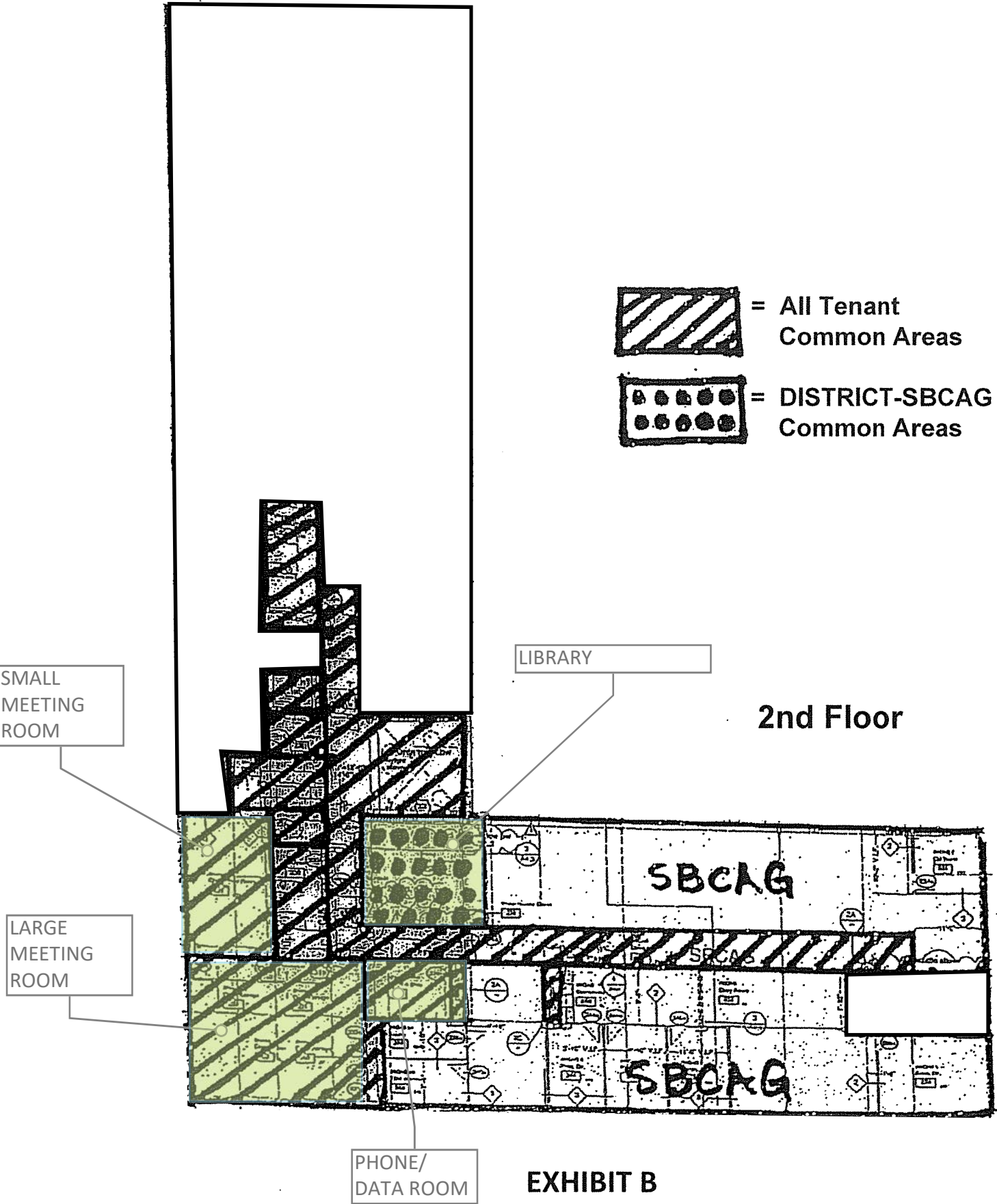
APPROVED:

DocuSigned by:
By: Ray Aromatorio
D3DB8526E16F47F...
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

DocuSigned by:
By: Julie Lawrence
172790BF389D48C...
Julie Lawrence
Real Property Manager





CASA NUEVA SPACE ALLOCATION

Building Space	Square Footage
Gross Building	28,647
Minus Lobby Air Space	(379)
Usable Square Footage	28,268
Minus Assignable Space	(22,303)
Remainder / Common Area	5,965

Occupant Share of Exclusive Office Space:

Occupant	Current Assigned SF	New Assigned SF	New Proportionate Share
DSS	5,998	5,998	27%
SBCAG	4,398	4,398	20%
DISTRICT	7,264	7,152	32%
GS	- 0 -	4,755	21%
VACANT	3,136	- 0 -	0%
TOTAL	20,796	22,303	100%

Occupant Share of Common Area:

Occupant	Proportionate Use as %	Proportionate Share (SF)
DSS	27%	1,611 sf
SBCAG	20%	1,193 sf
DISTRICT	32%	1,909 sf
GS	21%	1,252 sf
Total	100%	5,965 sf

Total Leased Square Footage Per Occupant:

Occupant		Current Occupancy		New Occupancy	
		Square Feet	% Occupied	Square Feet	% Occupied
DSS	Assignable SF	5,998		5,998	
	Common Area SF	<u>2,152</u>		<u>1,611</u>	
	Total	8,150	29%	7,609	27%
SBCAG	Assignable SF	4,398		4,398	
	Common Area SF	<u>1,581</u>		<u>1,193</u>	
	Total	5,979	21%	5,591	20%
DISTRICT	Assignable SF	7,264		7,152	
	Common Area SF	<u>2,617</u>		<u>1,909</u>	
	Total	9,881	35%	9,061	32%
GS	Assignable SF			4,755	
	Common Area SF			<u>1,252</u>	
	Total	0	0%	6,007	21%
VACANT	Assignable SF	3,136			
	Common Area SF	<u>1,122</u>			
	Total	4,258	15%	0	0%
BUILDING	TOTAL	28,268	100%	28,268	100%

EXHIBIT B

Project: APCD Casa Nueva
APN: 059-140-029
Folio: YR 3410
Agent: DG

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter "Agreement," is entered into by and between

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

and

AIR POLLUTION CONTROL DISTRICT, a special
district, hereinafter referred to as "DISTRICT,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 260 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter "Property"), and the building thereon commonly known as the Casa Nueva Building (hereinafter "Building"), as such are depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and DISTRICT entered into a non-binding Memorandum of Understanding dated August 8, 2000, (on file with COUNTY'S Office of the Clerk of the Board, file #00-21486), in which COUNTY indicated its intention to lease to DISTRICT and DISTRICT indicated its intention to lease from COUNTY a portion of the Building at a base rent of \$1.30 per square foot more or less, depending upon COUNTY'S payment for Certificates of Participation (COPs) issued to finance the construction of the Building; and

WHEREAS, COUNTY has issued the COPs and the square footage cost of leasing the Building is based on the COUNTY'S cost to amortize the COPs financing the building at approximately \$1.29 per square foot; and

WHEREAS, COUNTY and DISTRICT also entered into a First Amendment to the MOU (hereinafter "First Amendment") on February 6, 2001, (on file with COUNTY'S Office of the Clerk of the Board, file #01-21972), pursuant to which the DISTRICT agreed to fund any Building construction costs that were greater than the amount of the COPs that had been issued for the Building; and

WHEREAS, COUNTY and DISTRICT have cooperated in the design of the Building to ensure that it meets all of the DISTRICT'S space requirements and furthers the DISTRICT'S policy goals regarding environmentally sensitive construction; and

WHEREAS, COUNTY and DISTRICT now desire to execute this Agreement for the purpose of leasing a portion of the Building to DISTRICT, to be used for office space.

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

1. **TRUTH OF RECITALS:** The above recitals are true and correct.
2. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the COUNTY'S General Services Department, and for DISTRICT by the Air Pollution Control Officer of the DISTRICT (hereinafter sometimes collectively referred to herein as "Directors").
3. **LEASED PREMISES:** COUNTY hereby leases to DISTRICT and DISTRICT hereby takes from COUNTY, a portion of the approximately 28,274 square foot Building. The portion to be leased by DISTRICT, hereinafter "Premises", shall consist of 14,139 square feet of commercial office space. The Premises, as depicted on Exhibit B, attached hereto and incorporated herein by reference, shall include certain common areas that are to be shared solely by DISTRICT and the Santa Barbara County Association of Governments (hereinafter, "DISTRICT-SBCAG Common Areas") and certain areas to be shared by all tenants of the Building (hereinafter, All Tenant Common Areas"), all as designated and defined on Exhibit B.
4. **TERM:** The term of this Agreement shall be for a period of thirty years, commencing May 1, 2003, (hereinafter "Target Commencement Date"). Notwithstanding the above, if the Premises are not ready for occupancy by the Target Commencement Date and the delay is not due to actions of the DISTRICT, then the term shall commence 30 days after DISTRICT receives notice from COUNTY that a Certificate of Occupancy has been issued for the Building (hereinafter "Commencement Date"). This Agreement shall terminate thirty (30) years from the Commencement Date as set forth, subject to the provisions for termination and extension herein contained.
5. **CONVERSION TO YEAR-TO-YEAR:** Should DISTRICT occupy the Premises after the expiration date of this Agreement, or any extension thereof, with the consent of COUNTY, expressed or implied; such possession shall be construed as a tenancy from year-to-year, and DISTRICT shall continue to provide the same consideration as specified herein. Such annual tenancy may be terminated by either party upon one year written notice given at any time during the year.
6. **RENT/MAINTENANCE/CAPITAL REPLACEMENT:**
 - A. **RENT:** Rent for the term of this Agreement shall be \$18,278.90 per month, based on \$1.2928 per square foot per month. If COUNTY refinances the COPs with a lower

interest rate, DISTRICT'S base rent shall be reduced by an amount proportional to its share of the Building. Rent shall not be subject to a cost of living adjustment. Rent payments shall commence on the Commencement Date, and shall be payable in advance on or before the first (1st) day of each and every calendar month thereafter, except as provided herein. The rent due for any period, which is for less than one (1) calendar month shall be prorated, based upon a thirty (30) day month.

B. **MAINTENANCE/CAPITAL REPLACEMENT:** In addition to rent, DISTRICT shall pay its proportionate share of actual maintenance and operation of the Property, which shall include, among other things, an amount to be allocated to a reserve fund for the replacement of capital items. DISTRICT shall pay for maintenance and operation of the Property to COUNTY in accordance with Exhibit "C" attached hereto and incorporated herein by reference.

7. **CONDITION/ TENANT IMPROVEMENTS:** DISTRICT and COUNTY shall cooperate to ensure substantial compliance with all conditions of construction set forth in Blackbird Architects' Project Manual, dated January 4, 2002, and Construction Documents, dated September 28, 2001, and any authorized changes or shop drawings created during the construction process for County Project #F62201/8609. These documents are on file with the County Architect for the County of Santa Barbara. DISTRICT may inspect the Premises upon completion of construction and shall notify COUNTY immediately thereafter of any conditions of construction that have not been satisfied; however, failure to satisfy a condition of construction shall not delay commencement of the term unless such failure prevents the issuance of a Certificate of Occupancy.

Except as set forth herein, DISTRICT shall install no tenant improvements within or upon the Premises without the prior written consent of COUNTY. Any improvements shall be performed at DISTRICT'S expense and DISTRICT shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Agreement, all such improvements shall remain, or be removed by DISTRICT at COUNTY'S option. In the event of removal, DISTRICT shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

DISTRICT is hereby authorized to install the following:

A. Its own information technology systems including all computers and wiring for such systems during the final stages of construction of the Building and throughout the lease term. COUNTY hereby agrees that DISTRICT will own such DISTRICT-installed system(s) and is authorized to make any changes to such system(s) during the lease term.

B. Its own telephone system including telephones and wiring for such systems. Such systems may be installed during the final stages of the construction of the BUILDING. COUNTY hereby agrees that DISTRICT will own such DISTRICT-installed system(s) and is authorized to make any changes to such system(s) during the term.

8. **ALTERATIONS AND CONSTRUCTION:** Except as otherwise provided for herein, any exterior or interior construction or alteration proposed by DISTRICT in, on, or about the Premises shall be requested by DISTRICT in written form with proposed plans and specifications prior to any construction or alterations. COUNTY, through its General Services Department, shall issue a written approval or disapproval of any additional plans and specifications submitted pursuant to this Section. Such approval shall not be unreasonably withheld.

Any such COUNTY approval shall be deemed conditioned upon DISTRICT acquiring all legally necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of any work, and DISTRICT'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. DISTRICT shall give COUNTY'S General Services Department, or designee, not less than ten (10) days written notice prior to the commencement of any such work in, on, or about the Property; and COUNTY shall have the right to post Notices of Nonresponsibility, as provided by law.

During any such construction or alteration, DISTRICT shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for DISTRICT or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by DISTRICT under the provisions of this Agreement, DISTRICT shall inform COUNTY of the date of completion of such improvements.

9. **MAINTENANCE AND REPAIR:**

A. **COUNTY'S Responsibilities:** COUNTY agrees to perform all maintenance and repair to the Building as said responsibilities are set forth in Exhibit D, attached hereto and incorporated herein by reference, except that DISTRICT shall be responsible for maintenance and repair where such is required due to the negligence of DISTRICT, agents, officers, employees and/or invitees.

B. **DISTRICT'S Responsibilities:** DISTRICT, shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises and those items listed as DISTRICT'S responsibility in Exhibit D. Upon termination or expiration of this Agreement, DISTRICT will return the Premises to COUNTY, with those items in good order, reasonable wear and tear excepted.

C. The exterior landscaping of the Building shall be maintained and funded by DISTRICT pursuant to that certain letter agreement by and between COUNTY, DISTRICT and the Santa Barbara County Association of Governments, attached hereto as Exhibit E, and incorporated herein by this reference.

To the extent that there is conflict between this Section and Exhibit D, Exhibit D shall prevail.

10. **UTILITIES AND JANITORIAL SERVICES:** COUNTY shall pay all charges for, exterior lighting, gas and electricity, sewer, water, trash collection and grounds/common area maintenance, excluding landscaping, and bill DISTRICT for DISTRICT'S proportionate share of the actual cost thereof. DISTRICT'S share shall be the ratio that the total number of square feet in the Building which is leased to DISTRICT (as stipulated to in Section 3. LEASED PREMISES, herein) bears to the total number of leasable square feet in the Building. Upon commencement of this Agreement, DISTRICT'S share shall be 14,139/28,274, or ½.

DISTRICT shall independently contract and pay for janitorial services, as well as phone and data service within the Premises.

11. **REDUCTION IN LEASED SPACE:** If, DISTRICT wishes to decrease the amount of space it is leasing hereunder it may do so pursuant to this Section 11. At any time during the term of this Lease, upon one year advance notice in writing to COUNTY, DISTRICT may relinquish certain designated portions of its LEASED PREMISES to COUNTY as those portions are identified on Exhibit F, attached hereto and incorporated by this reference (hereinafter "Functional Blocks"). Upon such election, the rent, Replacement Reserve and maintenance cost obligations due under this Agreement shall be reduced proportionately based upon the building percentages assigned to each Functional Block as set forth in Exhibit F which calculations include the proportionate share of DISTRICT-SBCAG Common Areas and All Tenant Common Areas. In determining whether to relinquish Functional Blocks, DISTRICT shall have sole and absolute discretion and the consent of COUNTY shall not be required. In the event that all Functional Blocks have been relinquished by DISTRICT as set forth herein, this Agreement shall automatically terminate and DISTRICT shall be relieved of all further obligations hereunder. Minor changes in Functional Blocks may be made upon the mutual written consent of the Directors.

Notwithstanding the above, DISTRICT shall have sole and absolute discretion and authority to sublease any portion of its LEASED PREMISES that is less than a Functional Block, individually and/or collectively, to the Santa Barbara County Association of Governments under the same terms and conditions, including rent, as contained herein. Any such sublease shall not effect DISTRICT'S obligations hereunder. Any proposed sublease to an entity other than the Santa Barbara Association of Governments shall only be made upon one year advance-written notice to COUNTY and in such instance, COUNTY shall have right of first refusal over the proposed sublease area which it may exercise within 180 days of receipt of notification. Any sublease by DISTRICT shall be under the same terms of this Agreement.

12. **PARKING:** At no additional expense, DISTRICT shall be entitled to non-exclusive use of all Unreserved Parking Spaces on the Calle Real Campus as well as all Reserved Parking Spaces that are specifically reserved for visitors.

13. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties. All amendments, once fully executed shall, like this Agreement, be binding upon heirs, successors, and assigns of all parties hereto.

14. **NONDISCRIMINATION:** DISTRICT shall comply with County laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

15. **QUIET ENJOYMENT:** COUNTY covenants that DISTRICT, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. COUNTY further covenants that it will not deliberately interfere or permit others acting subsequently through or under COUNTY, including other tenants of COUNTY, to interfere with DISTRICT'S peaceful possession or use of the Premises.

16. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

DISTRICT: Santa Barbara County
Air Pollution Control District
260 North San Antonio Road
Santa Barbara CA 93110-1316
Attention: Business Manager

With copy to:

County of Santa Barbara
Office of the County Counsel
105 East Anapamu Street, #201
Santa Barbara, CA 93101

COUNTY: County of Santa Barbara
General Services Department
1100 Anacapa Street
Santa Barbara, CA 93101-6065
Attention: Real Property Office
(805) 568-3070
(805) 568-3249 (fax)

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mail, postage prepaid Certified mail, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

17. **INDEMNIFICATION:** DISTRICT shall defend, indemnify, and save harmless COUNTY, its officers, agents, employees and contractors from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of DISTRICT or its agents, employees, or independent contractors.

COUNTY shall defend, indemnify, and save harmless DISTRICT, its officers, agents, employees and contractors from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of COUNTY, its agents, employees, or independent contractors.

18. **INSURANCE:** Without limiting the DISTRICT'S indemnification of the COUNTY, DISTRICT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no

less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place DISTRICT in default. Upon request by the COUNTY, DISTRICT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all DISTRICT'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event DISTRICT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if DISTRICT has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and DISTRICT submits a written statement to the COUNTY stating that fact.

B. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of DISTRICT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the DISTRICT in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and DISTRICT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of DISTRICT pursuant to DISTRICT'S activities hereunder. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the DISTRICT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

DISTRICT shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the DISTRICT may be held responsible for payment of damages resulting from DISTRICT'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the DISTRICT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the DISTRICT'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. DISTRICT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

C. Personal Property Insurance. DISTRICT shall maintain property insurance for its personal property, including but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

19. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** COUNTY and DISTRICT hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or DISTRICT, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Building arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either COUNTY or DISTRICT against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by COUNTY will not be invalidated thereby.

20. **ENVIRONMENTAL PROTECTION:** DISTRICT shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Building attributable to DISTRICT'S acts or omissions, DISTRICT shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. DISTRICT shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of DISTRICT'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Building attributable to COUNTY'S acts or omissions, COUNTY shall clean all property affected to the satisfaction of DISTRICT and any governmental body having jurisdiction therefor. COUNTY shall indemnify, hold harmless, and defend DISTRICT from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments,

litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by DISTRICT as a result of COUNTY'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

21. **TOXICS**: DISTRICT shall not manufacture or generate hazardous waste in the Building unless specifically authorized by this Agreement. DISTRICT shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported in the Building during this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. DISTRICT shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

22. **COMPLIANCE WITH THE LAW**: DISTRICT shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, regulations, and ordinances regulating the use of the Building during the term.

23. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

24. **REMEDIES**: In the event of a default or breach by either party, subject to the cure provisions contained in Section 23, **DEFAULT** above, the nondefaulting party may exercise any right or remedy at law or in equity which such nondefaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 25, **WAIVER**, herein below.

B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where DISTRICT is the nondefaulting party, DISTRICT may terminate this Agreement and surrender possession.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate or not terminate this Agreement. Where COUNTY elects not to terminate this Agreement but elects to terminate DISTRICT'S right of possession, COUNTY shall have the right and the duty to attempt to relet the Premises for the benefit of DISTRICT upon such terms and conditions, including rent, which DISTRICT deems reasonable. If COUNTY lawfully removes property of DISTRICT, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, DISTRICT.

25. **WAIVER:** It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like or any other provision of this Agreement.

26. **TERMINATION:** Unless extended as provided for in Section 5, CONVERSION TO YEAR-TO-YEAR, this Agreement shall terminate and all rights of DISTRICT shall cease and DISTRICT shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. At the expiration of the term as provided in Section 4, TERM of this Agreement;

B. After expiration of the initial term, upon one year written notice given by either party, which notice may be given without cause;

C. Upon release of all Functional Blocks as set forth in Section 11, REDUCTION IN LEASED SPACE;

D. Upon the failure of either party to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 23, DEFAULT; or

E. Upon the total destruction of the Building, as provided in Section 30, DESTRUCTION OF THE PREMISES.

27. **ABANDONMENT:** Subject to Section 11, REDUCTION IN LEASED SPACE, DISTRICT shall not vacate or abandon the Premises at any time during the term of this Agreement and if DISTRICT shall abandon, vacate, or surrender said Premises, any personal property belonging to DISTRICT and left in the Building more than thirty (30) days after termination of this Agreement shall be deemed abandoned at the option of the COUNTY.

28. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, DISTRICT shall vacate and surrender the Premises to COUNTY in good condition, except for ordinary wear and tear. DISTRICT shall remove all its personal property prior to the expiration or termination of this Agreement and shall perform all restoration made necessary by the removal of any trade fixtures or personal property prior to the expiration or termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to DISTRICT, elect to retain or dispose of in any manner any trade fixture(s) or personal property that DISTRICT does not remove from the Premises upon expiration or termination of this Agreement. Title to any such trade fixture(s) or personal property that COUNTY elects to retain or dispose of following expiration of the thirty (30) day period shall vest in COUNTY. DISTRICT waives all claims against COUNTY for any damage to DISTRICT resulting from COUNTY'S retention or disposition of any such trade fixture(s) or DISTRICT'S personal property. DISTRICT shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

If DISTRICT fails to surrender the Premises to COUNTY, DISTRICT shall hold COUNTY harmless from damages resulting from the DISTRICT'S failure to surrender the Premises, including, without limitation, claims made by a succeeding lessee resulting from such failure to surrender the Premises.

29. **FIXTURES:** The parties agree that all improvements to, or fixtures on the Building, made or added by either party, except trade fixtures added by DISTRICT that may be removed as hereinafter provided, shall be and become the property of COUNTY upon their being affixed or added to the Building. At the termination of the term hereof, DISTRICT may remove such trade fixtures, including but not limited to phone and information technology equipment as it shall have affixed or added to the Building (if any) which may be removed without damage to the Building.

30. **DESTRUCTION OF THE PREMISES:** If the Building is totally destroyed by fire or any other cause, this Agreement, at the option of DISTRICT, shall terminate.

If a loss renders any portion of the Premises unusable, DISTRICT may choose to remain or may terminate this Agreement by written notice to COUNTY. Should DISTRICT choose to remain, COUNTY shall promptly repair the Premises within ninety (90) days of the casualty.

If DISTRICT chooses to remain in possession of the Premises despite partial destruction, the rent provided in this Agreement shall be reduced by the same percentage that usable floor space has been reduced until the destroyed section is rebuilt to its condition prior to the casualty.

31. **RESERVATIONS:** COUNTY hereby reserves the right for COUNTY or its agents to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for making such alterations, repairs, improvements or additions to the Premises as COUNTY may deem necessary. In addition, COUNTY reserves the right to grant such easements, rights and dedications that COUNTY deems necessary, so long as such easements, rights or dedications do not unreasonably interfere with the use of the Premises by DISTRICT.

Notwithstanding the above, in the event that access through the Premises is required by third parties such as lessees of roof space, access shall only be provided during normal working hours and upon 24-hour notice to DISTRICT. Whenever practical, third parties entering the Premises shall be accompanied by an employee of DISTRICT or COUNTY.

32. **CAPTIONS:** The title on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

33. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

34. **SUCCESSORS IN INTEREST:** This Agreement shall bind and enure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.

35. **WASTE AND NUISANCE:** DISTRICT shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.

36. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind DISTRICT and COUNTY to its terms and conditions or to carry out duties contemplated herein.

37. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

38. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

39. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

40. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

///

///

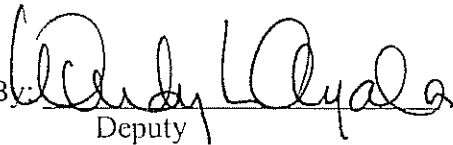
///

Project: APCD Casa Nueva
APN: 059-140-029
Folio: YR 3410
Agent: DG

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this Agreement to be effective on the date executed by the last party.

"COUNTY"
COUNTY OF SANTA BARBARA

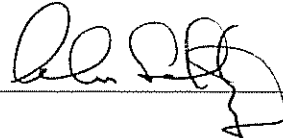
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: 
Deputy

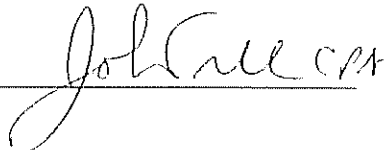
By: 
Chair, Board of Supervisors

Date: 11/26/02

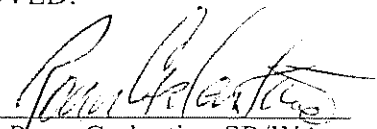
APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: 

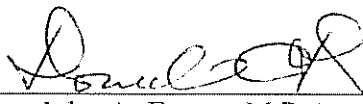
APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 

APPROVED:

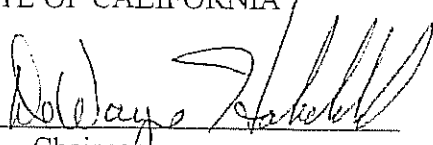
By: 
Ronn Carlentine SR/WA
Real Property Supervisor

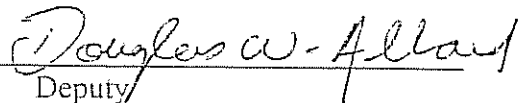
APPROVED:

By: 
John A. Forner, M.B.A., A.R.M.
for Risk Manager

"DISTRICT"
SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT,
STATE OF CALIFORNIA

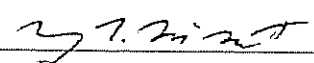
ATTEST:
DOUGLAS W. ALLARD
CLERK OF THE DISTRICT BOARD

By: 
Chairperson

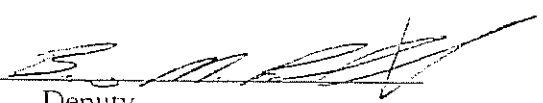
By: 
Deputy

Date: 11-21-62

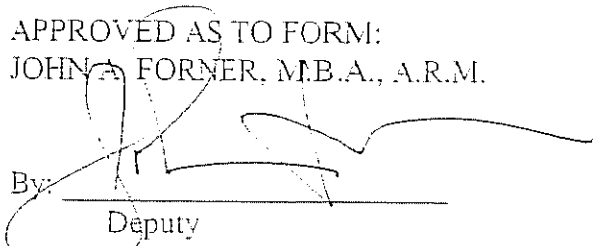
APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL
For District

By: 
Deputy

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

By: 
Deputy

APPROVED AS TO FORM:
JOHN A. FORNER, M.B.A., A.R.M.

By: 
Deputy

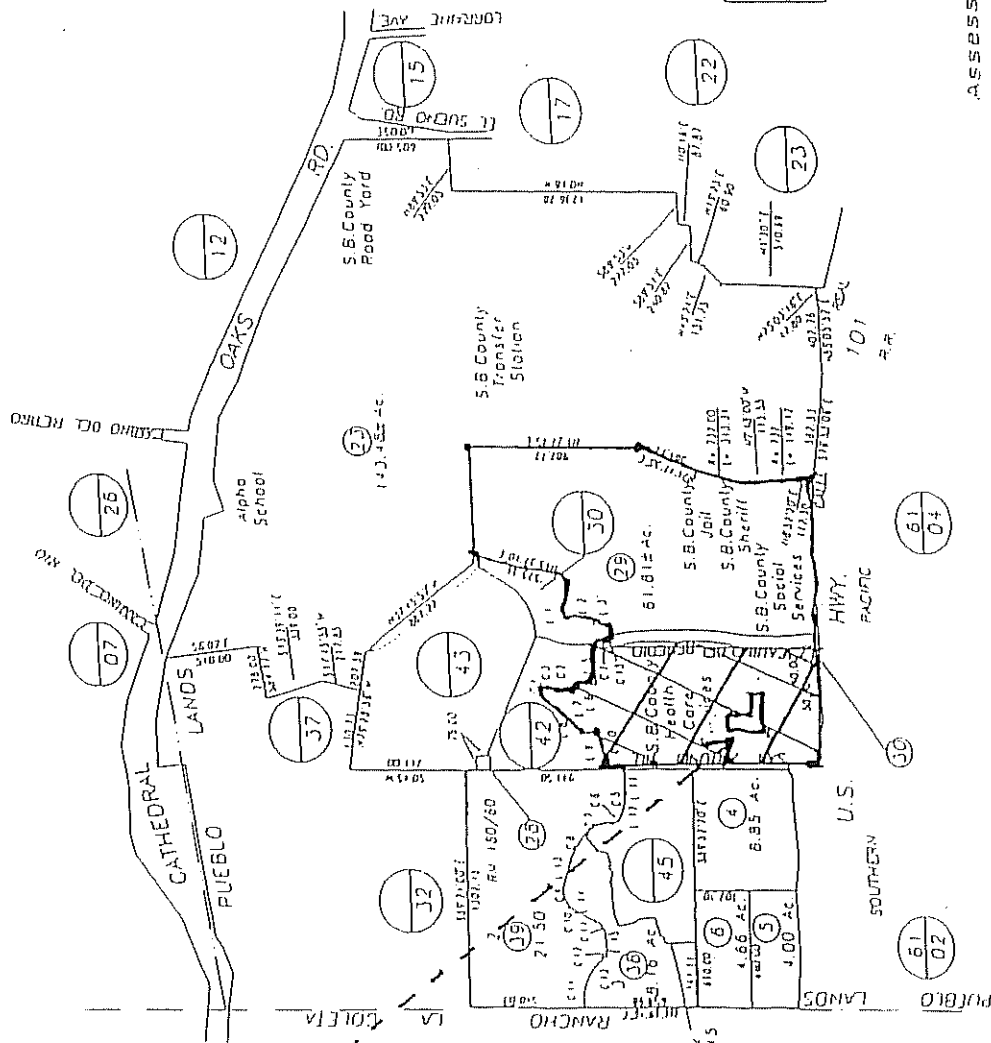
$$\frac{+ 37025}{1^{\circ} = 800}$$

ADULTICE

Assessor parcels are for tax assessment purposes only and do not indicate either a valid building site.

Assessor's Map Bk. 059-Pg. 14
County of Santa Barbara, Calif.
07 July 1937 2:11
1135 E. 16

50/5



CASA NUEVA BUILDING - -
CALLE REAL CAMPUS - Cross-slashed
PROPERTY - Outlined

Year	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1970	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

2500 21 1200000 12 0000
1600000 21 1200000 12 0000
2500 21 1200000 12 0000

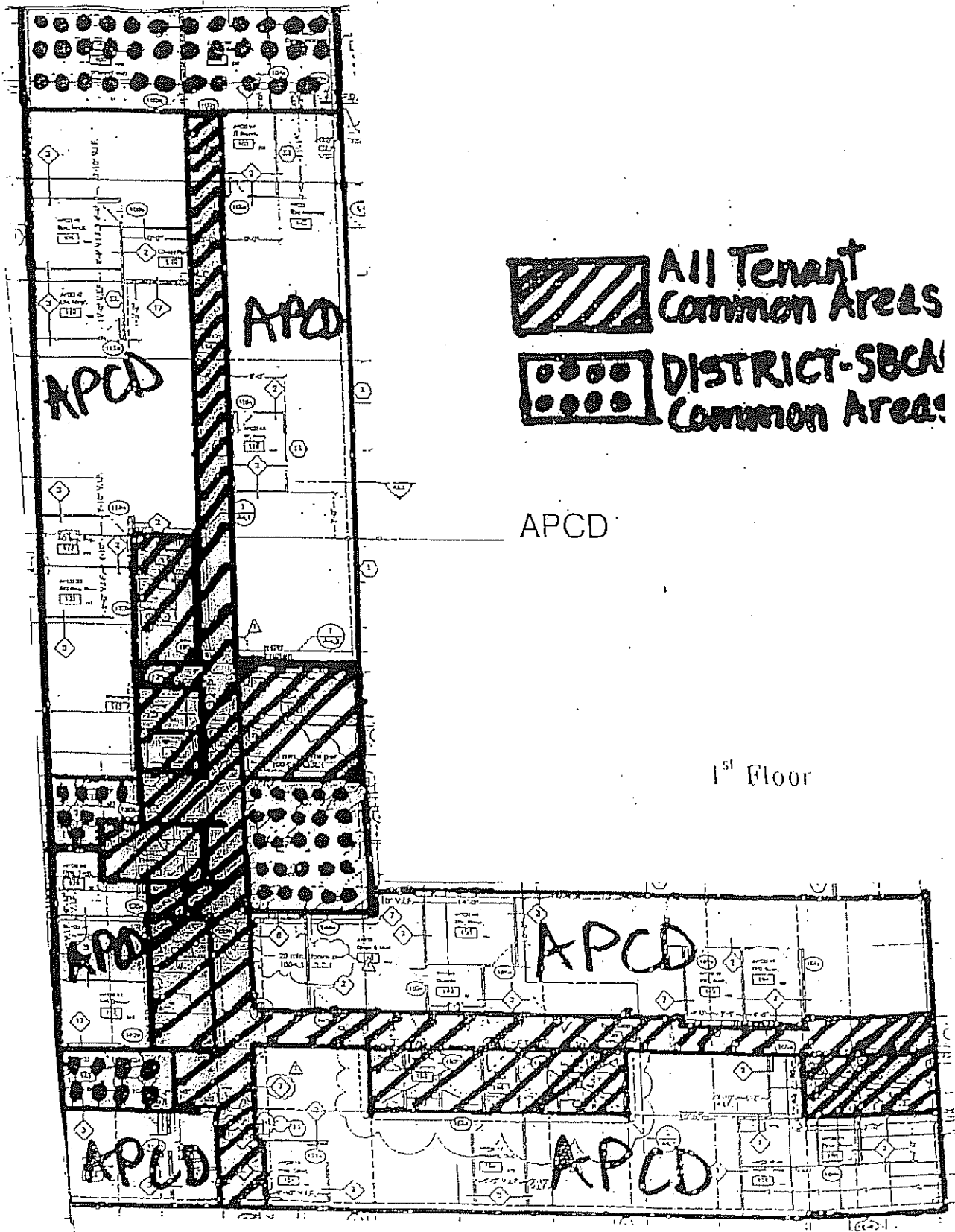


EXHIBIT B

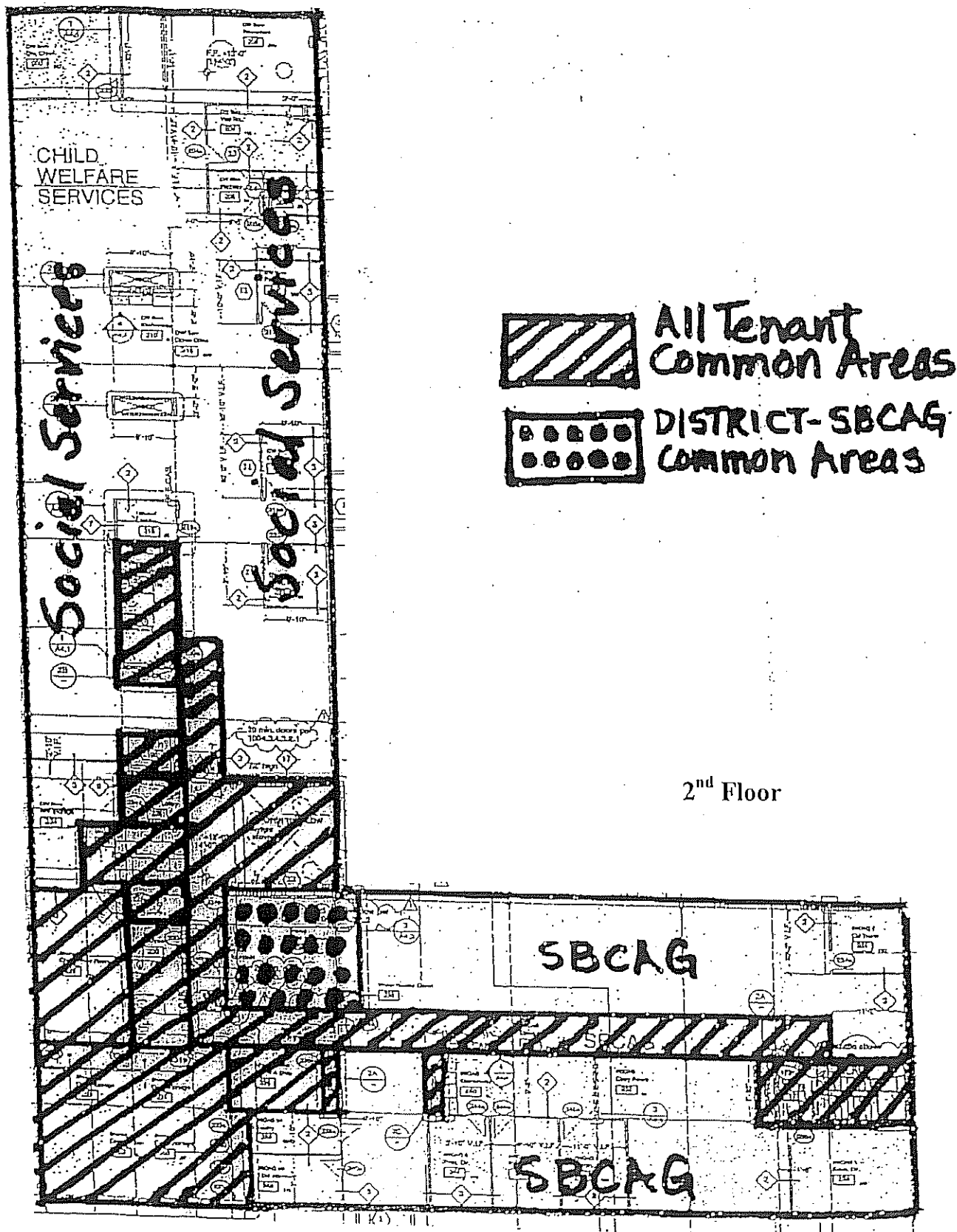


EXHIBIT B

CASA NUEVA
SPACE ALLOCATION

Gross Building Square Footage	28653	
Minus Lobby Air Space	-379	
Gross Usable Square Footage	28274	
Minus Assignable Space	-20796	
Remainder	7477	
All Tenant Common Area:		7477
Agency Share of All Tenant Common Area:		
SBCAG	1581	
Social Services	2157	
APCD	<u>3739</u>	7477
Total Leased SqFt per Agency:		
Social Services:		
Assignable Square Footage	5999	
All Tenant Common Area Square Footage	<u>2157</u>	8156
Total Square Footage		
SBCAG:		
Assignable Square Footage	4398	
All Tenant Common Area Square Footage	<u>1581</u>	5979
Total Square Footage		
APCD:		
Assignable Square Footage	10399	
All Tenant Common Area Square Footage	<u>3739</u>	14139
Total Square Footage		
TOTAL		28274

COP TOTAL	\$8,772,622.27
Cost per Gross Square Foot	\$310.27
Divided by 20 year life of COP	\$15.51
Divided by 12 months = \$/sqft/mo.	\$1.2928

Agency's Assignable SqFt				
	SBCAG SqFt	Soc.Svc SqFt	APCD Sq Ft	Total
	1515	3159	1110	
	303	945	1632	
	316	645	26	
	221	248	450	
	225	69	619	
	225	932	423	
	331		145	
	748		384	
			25	
			634	
			182	
			540	
			276	
			480	
			1900	
	3884	5999	8824	18707
DISTRICT-SBCAG Common Areas	359		815	
DISTRICT-SBCAG Computer Area	156		760	
Total Assignable	4398	5999	10399	20796
Proportionate Share of Common Areas:				
	0.21	0.29	0.50	

DISTRICT-SBCAG Common Areas:

Library	417
Lobby	379
1st Flr Conf Rm	146
1st Flr Conf Rm	232
	1174

Proportionate Share of DISTRICT-SBCAG Common Areas:

SBCAG	359	0.31
APCD	815	0.69

Proportionate Share of DISTRICT-SBCAG Computer Room:

	916	
SBCAG	156	0.17
APCD	760	0.83

EXHIBIT B

EXHIBIT C TOTAL OPERATING COSTS

1. **TOTAL OPERATING COSTS DEFINED:** Operating costs shall mean all sums paid or incurred by COUNTY for the maintenance and operation of the Property in which the Premises are situated, including both costs allocable to the Building and to all common areas, and a replacement reserve to be used for replacement of structural and mechanical systems as described below. Such costs shall include, without limitation, the costs and expenses now or in the future attributable to the following:

- A. All costs necessary in COUNTY'S reasonable judgment for the repair, maintenance and operation of the Building in which the Premises are situated (APN 059-140-029);
- B. Lot sweeping, resealing, repainting, and restriping of any parking areas;
- C. Cleaning, sweeping, trash removal, and other janitorial services for common areas;
- D. Maintenance and repair of refuse receptacles;
- E. Directional signs and other markers;
- F. The premiums on insurance maintained by COUNTY with respect to the Property or Premises; and
- G. Maintenance of heating, ventilation and air-conditioning systems installed by COUNTY.

Common Areas: The term "common areas" shall include the parking lots, hallways, rest rooms, etc., of the Property.

For purposes of this Agreement, operating costs shall be allocated such that DISTRICT shall pay actual costs for maintenance of the Property and Building, as well as estimated costs to be allocated to a dedicated reserve account for repair and replacement of major systems of the Building as identified herein

DISTRICT'S proportionate share of COUNTY'S total operating costs shall be the ratio that the total number of square feet at the Property which are leased to DISTRICT (as stipulated to in Section 3, *LEASED PREMISES*) bears to the total number of leasable square feet at the Property. For purposes of this Agreement, "leasable square feet at the Property" shall be defined as 28,274 square feet, and upon commencement of this Agreement, the Premises shall be defined as 14,139 square feet, which includes DISTRICT'S share of the common areas.

Upon commencement of this Agreement, DISTRICT'S share of total operating costs shall be ½ (hereinafter "DISTRICT'S share"). DISTRICT'S share may be reduced pursuant to Section 11. *REDUCTION IN LEASED SPACE* hereof. If Functional Blocks, as defined in Section 11, are relinquished, DISTRICT'S share shall be reduced proportionally, according to Exhibit F hereof.

COUNTY shall bill DISTRICT for DISTRICT'S proportionate share of the actual operating costs incurred by COUNTY. Any such bill shall be made in arrears for operating costs incurred during the preceding month, and shall be due and payable within thirty (30) days following delivery of such bill. Each month shall be computed on a thirty (30) day basis. The expiration or other termination of the Term shall not affect DISTRICT'S obligation to pay its proportionate share of operating costs accrued during the last month of the Term.

2. REPLACEMENT RESERVE/Cost of Living Adjustment: Upon commencement of this Agreement, DISTRICT shall pay to COUNTY, in addition to the maintenance expense discussed above, ONE THOUSAND FOUR HUNDRED THIRTEEN AND 90/100 DOLLARS (\$1,413.90) per month, based on \$.10 per square foot, for repair and replacement of major systems as such are identified herein. This amount shall be subject to an annual cost of living adjustment based upon the following:

On May 1, 2004, and on each anniversary thereof throughout the Term and any extension thereof, (each of which dates is herein referred to as an "Adjustment Date"), the Replacement Reserve payment shall be increased by the same percentage as the increase in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (1982-84=100), All Items, for the Los Angeles-Anaheim-Riverside area (the "Index"). In no event shall the Replacement Reserve payment be less than that payable before the Adjustment Date, nor shall any increase exceed a maximum of seven (7%) percent annually.

The Replacement Reserve payment shall be increased in accordance with the following formula:

$$X = A \times B/C$$

X = Adjusted Replacement Reserve payment

A = Replacement Reserve payment in effect immediately before the current Adjustment Date

B = The monthly index in effect for the month of February immediately preceding the current Adjustment Date (the "Adjustment Index")

C = The monthly index in effect for the month of February, 2003 (the "base Index").

If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

All amounts paid pursuant hereto, and interest accrued thereon, shall be deposited into a dedicated reserve account and may only be used for the following capital items except that additional items may be added upon the mutual written consent of the Directors: Roof replacement, HVAC replacement, major painting, carpet or flooring replacement, elevator replacement, rewiring of a majority of the Building, interior fire sprinkler replacement, water heater replacement, and elevator replacement. Items replaced pursuant to this hereto shall be replaced with capital items of similar capacity and quality. In the event that DISTRICT would like to upgrade the capital items being replaced it shall contribute the difference between the cost of like-kind replacement and the replacement of the capital item requested. In the event that DISTRICT relinquishes Functional Blocks as provided for in Section 11, *REDUCTION IN LEASED SPACE* the entity or department that moves into such relinquished space shall also be subject hereto.

3. ADMINISTRATIVE AMENDMENT TO MAINTENANCE EXPENSE AND REPLACEMENT RESERVE: In the event that the COUNTY determines that the amounts set forth above for Replacement Reserves are insufficient for the DISTRICT'S share of adequate replacement reserves, these amounts may be increased upon the mutual written agreement of the Directors. In addition, the Directors may agree to amend this exhibit so as to provide for a direct cost allocation if such system is determined to be feasible.

In the event of disagreement by the Directors, this matter may be referred for decision to the respective Boards of the parties hereto.

EXHIBIT C

EXHIBIT D
MAINTENANCE AND REPAIR RESPONSIBILITIES

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	DISTRICT
1. Building Exterior				
	Repair Walls		X	
	Painted Surfaces		X	
	Door and Window Trim		X	
	Doors, Hardware		X	
	Windows: Hardware and Screens		X	
	Locks		X	
	Roof		X	
	Rain Gutters		X	
	Flashing		X	
	Down Spouts		X	
	Lighting		X	
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	
	Ballast		X	
	Handrails		X	
	Signs (County Designation)		X	
	Timers		X	
	Gutters		X	
	Decking Walkways		X	
	Exterior Patios		X	
	Decking (Overdecking on roof top area)		X	
	Water Softener, Filter and Conditioner		X	
	Stairs		X	
	Roof Drains		X	
	Gates		X	
	Gas/Water Lines		X	
	Elect. Lines		X	
	Phone/ Computer Lines		X	
	Sewer Lines		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	DISTRICT
2. Building Interior (within Leased Premises)				
	Walls		X	
	Painted Surfaces		X	
	Door Hardware			X
	Locks			X
	General Cleaning			X
	Floor, Sweeping and Cleaning			X
	Carpet, Vacuum and Cleaning			X
	Window Coverings		X	
	Lighting		X	
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	
	Ballast		X	
	Handrails (ADA)		X	
	Signs		X	
	Timers			X
	Drinking Fountains		X	
	Ceiling		X	
	Showers		X	
	Toilet/Urinals (Replacement)			
	Toilet/Urinals (Maintenance)		X	
	Sink & Faucets (Replacement)		X	
	Sink & Faucets (Maintenance)		X	
	Gas Lines		X	
	Water Lines		X	
	Sewer Lines/Drains		X	
	Phone Lines & Jacks			X
	Computer Lines & Jacks			X
	T.V. Cable & Jacks			X

EXHIBIT D

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	DISTRICT
	Phones			X
	Towel Racks	X		
	Garbage Disposal	X	X	
	Refrigerator/ Microwave	X		X
	Stove	X		
	Counter Tops, replacement	X		
	Cabinets, replacement	X		
	Dish Washer	X		
	Trash Compactor	X		
3. Grounds				
	Drinking Fountains		X	
	Mail Boxes		X	
	Fences		X	
	Trash Bins		X	
	Trash Enclosures		X	
	Bike Racks		X	
	Signs (County)		X	
	Litter Pick-up			X
	Lighting			
	Parking Lot		X	
	Driveways		X	
	Walkways		X	
	Timers (external)		X	
	Timers (internal)	X		
	Signs		X	
	Cleaning, Sidewalks, Walkways, Parking Lot		X	
4. Landscaping				
	Trees			X
	Shrubs			X
	Flowers			X
	Lawn			X

EXHIBIT D

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	DISTRICT
	Watering			X
	Sprinkler, Repair and Replace			X
	Headers			X
	Rodent/Pest			X
	Seeding			X
	Fertilizer			X
	Plant Trimming			X
	Plant Removal			X
	Plant Replacement			X
	Tree Care & Trimming			X
5. Mechanical Systems				
	Electrical Panels, Breaker, Interior		X	*X
	Electrical Fuses, Interior		X	*X
	Electrical Receptacle, Switches, Interior		X	*X
	Electrical Central Switches		X	
	Elevator		X	
	Heating		X	
	Air Conditioning		X	*X
	Water Heater		X	

* DISTRICT may elect to provide maintenance and repair or to request COUNTY to provide maintenance and repair.

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	DISTRICT
6. Roadways/Parking Lots Repair & Maintenance				
	Striping		X	
	Handicap Signage		X	
	Asphalt Surface, Curbing		X	
	Cement Surface, Curbing		X	
	Wheel Stops		X	
	Drainage		X	
	Signs		X	
7. Fire Equipment				
	Sprinklers		X	
	Hoses		X	
	Extinguisher (interior)		X	
	Alarm Systems		X	
	Smoke Detectors		X	
8. Other Items				
	Paper supplies, dispensers, waste containers, soap in restrooms and kitchens			X
	Interior janitorial products and services			X
	Interior Floor Waxing, Sweeping			X
	Window Washing (interior & exterior)			X
	Exterior sweeping entry, sidewalks and walkways		X	
	Janitorial service for public areas or common use areas		X	
	Broken window glass or door glass		X	
	Refuse, Rubbish and Garbage Disposal		X	
	Cleaning Storage Rooms, Utility Rooms		X	
	Exterminating		X	
	Carpet Replacement Linoleum Replacement Tile Replacement		X	
	Lawn mower, repair and maintenance			X
	Building Foundation		X	
	Flooring (wood & concrete)		X	
	Utility mains & appurtenances		X	

EXHIBIT D

April 10, 2001

Mark Mittermiller
General Services Department
Courthouse Annex
1100 Anacapa
Santa Barbara 93101-6065

Subject: Wisteria Vine on the Casa Nueva Building

Dear Mark:

The three agencies programmed to inhabit the new Casa Nueva building have discussed Blackbird Architect's proposed wisteria vine and have come to the following conclusions and agreements.

- 1- The wisteria vine, as the architect has described it to us, is an integral part of the new building. It is our understanding that its presence will enhance the building's energy efficiency by providing shade in the summer and allowing light into the building in the winter. We believe that all the departments will ultimately benefit from having the vine through energy savings, not to mention from added beauty.
- 2- We understand that the departments currently housed on the Health Care Services Campus have their grounds maintained by the Parks Department and have the costs applied to them through the County's cost-applied system. It is also our understanding that the Parks Department does not wish to take on the additional landscaping (especially the vine) associated with the new building.
- 3- To ensure that the wisteria vine and all other landscaping that is integral to the new building are maintained properly throughout the life of the building, we intend to hire a private grounds maintenance firm.
- 4- It is our intent to distribute the cost for this grounds maintenance contract equitably among the building occupants with one exception. We would like the Parks Department to calculate what it would cost if they were maintaining more typical landscaping. It is our agreed intent to only charge Social Services for their portion of this cost applied calculation so that they would not pay more than they normally would.

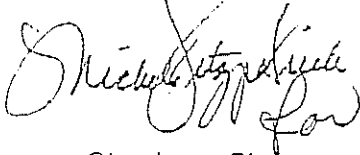
We will need to work with the Parks Department to arrive at an appropriate calculation to maintain "typical" landscaping. However, since APCD and SBCAG have agreed to make up the difference to hire a private grounds maintenance firm,

EXHIBIT E


we expect that Blackbird Architects will be given the authorization to proceed with the proposed wisteria vine.

Ultimately, we will codify this and all other cost sharing arrangements in our individual lease agreements. Our signatures below confirm that, as to grounds maintenance, the above constitutes our intended agreements.

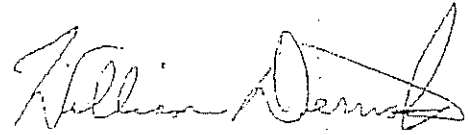
Sincerely,



Charlene Chase
Social Services



Douglas Allard
SBCAPCD



William Derrick
SBCAG

cc: Sarajane Woolf, General Services
Yianni Doulis, Blackbird Architects

Project: APCD Casa Nueva
APN: 059-140-029
RP File: 003410
Agent: SF

FIRST AMENDMENT TO THE LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (hereinafter, "Amendment") is

made by and between:

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

and

SANTA BARBARA COUNTY AIR POLLUTION
CONTROL DISTRICT, a special district, hereinafter
referred to as "DISTRICT,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 260 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter "Property"), and the building thereon commonly known as the Casa Nueva Building (hereinafter "Building"), as shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and DISTRICT entered into a non-binding Memorandum of Understanding (hereinafter "MOU") dated August 8, 2000, on file with the Clerk of the Board of Supervisors, in which COUNTY indicated its intention to lease to DISTRICT and DISTRICT indicated its intention to lease from COUNTY a portion of the Building at a base rent of \$1.30 per square foot more or less, depending upon COUNTY's payment for Certificates of Participation (hereinafter "COPs") issued to finance the construction of the Building; and

WHEREAS, COUNTY issued the COPs and the square footage cost of leasing the Building was based on the COUNTY's cost to amortize the COPs financing the building at approximately \$1.29 per square foot; and

WHEREAS, COUNTY and DISTRICT entered into a lease agreement on November 26, 2002 (hereinafter "Agreement"), for the purpose of leasing 14,139 square feet of the Building to DISTRICT to be used as commercial office space (hereinafter "Original Premises"); and

WHEREAS, DISTRICT desires to vacate a portion of its leased space (hereinafter "Relinquished Portion"), resulting in an overall reduction of its leased space from 14,139 square feet to 9,881 square feet (hereinafter "Reduced Premises"), as shown in Exhibit B, attached hereto and incorporated herein by reference, and extend the term of the Agreement; and

WHEREAS, the COPs were refunded in 2011 with private placement debt, which will be paid in full on December 1, 2020; and

WHEREAS, COUNTY and DISTRICT desire to amend the Agreement upon the terms and conditions set forth below.

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

1. **EFFECTIVE DATE**: This Amendment shall be effective upon final execution by COUNTY (hereinafter "Effective Date"). Except as otherwise set forth herein, the terms and provisions of this Amendment regarding the DISTRICT's reduction in leased premises and reduced rent shall be effective on the date that DISTRICT vacates and delivers to COUNTY that portion of its leased premises further identified below in Paragraph 2, **REDUCTION OF LEASED PREMISES**, (hereinafter "Reduced Premises Commencement Date"), which shall not occur prior to September 15, 2020.
2. **REDUCTION OF LEASED PREMISES**: Section 3, **LEASED PREMISES**, of the Agreement shall be modified and amended to provide that, upon the Reduced Premises Commencement Date, the portion of the Building leased by DISTRICT shall consist of 9,881 square feet of commercial office space.
3. **EXTENSION OF TERM**: Section 5, **CONVERSION TO YEAR-TO-YEAR**, is hereby deleted in its entirety and replaced with the following provision:
 5. **EXTENSION AND CONVERSION TO YEAR-TO-YEAR**: In the event this Agreement has not otherwise been terminated and DISTRICT is in compliance with all terms and conditions of this Agreement, DISTRICT shall have the option to extend the term of this Agreement for an additional seven (7) years (hereinafter "Extension Period"), upon written notice given to COUNTY at least sixty (60) days prior to the expiration of the initial term. For the Extension Period, DISTRICT shall pay to COUNTY the adjusted rent specified in Section 6.A.1., **Rent During Extension Period**.
 Should DISTRICT occupy the Premises after the expiration date of the Extension Period, with the express or implied consent of COUNTY, such possession shall be construed as a tenancy from year-to-year (hereinafter "Annual Tenancy"), and DISTRICT shall provide the consideration specified in Section 6.A.2., **Rent During Annual Tenancy**. The Annual Tenancy may be terminated by either party upon ninety (90) days written notice given at any time during the year.
4. **RENT**: Section 6.A., **RENT**, of the Agreement is hereby deleted in its entirety and replaced with the following provision:
 - A. **RENT**: Rent shall be based on \$1.2928 per square foot per month, and shall be \$18,278.90 per month during the time that DISTRICT occupies the Original

Premises and \$12,774.16 per month during the time that DISTRICT occupies the Reduced Premises.

1. Rent During Extension Period: At least six (6) months prior to the expiration of the initial term of this Agreement, COUNTY shall perform an assessment of fair market rents for comparable sites similar in size and location, the purpose of which is to determine the then current fair market rental terms for the Reduced Premises. Upon completion of this assessment, COUNTY and DISTRICT shall agree in writing to the new monthly rental terms that shall go into effect upon commencement of the Extension Period. Each party agrees that it will use good faith bona fide efforts to determine the rent for the extension period. If the parties cannot agree upon a fair market rent at least four (4) months prior to the expiration of the initial term, either party may select a qualified Member of the Appraiser's Institute (MAI) familiar with the value of such real property rents to act as an arbitrator. The objecting party shall pay for the cost of the arbitrator's fee.

If both parties have not accepted the new fair market rental amount at least ninety (90) days prior to the expiration of the initial term, then DISTRICT shall not have the option to extend this Agreement as provided in Section 5, EXTENSION AND CONVERSION TO YEAR-TO-YEAR, and this Agreement shall terminate upon expiration of the initial term.

2. Rent During Annual Tenancy: At least six (6) months prior to the expiration of the Extension Period, COUNTY shall perform an assessment of fair market rents based on the terms and conditions set forth in paragraph 1 of this Section, Rent During Extension Period. COUNTY and DISTRICT shall agree in writing to the new monthly rental terms that shall go into effect upon commencement of the Annual Tenancy, and such rent shall increase annually by 3% thereafter.

If both parties have not accepted the new fair market rental amount at least ninety (90) days prior to the expiration of the Extension Period, then this Agreement shall terminate upon expiration of the Extension Period.

Rent shall not be subject to a cost of living adjustment except as provided herein and shall be payable in advance on or before the first (1st) day of each and every calendar month, except as provided herein. The rent due for any period, which is for less than one (1) calendar month shall be prorated, based upon a thirty (30) day month.

5. **UTILITIES AND JANITORIAL SERVICES**: Section 10, UTILITIES AND JANITORIAL SERVICES, of the Agreement is hereby modified and amended to add the following sentence at the end of the first paragraph, "Upon the Reduced Premises Commencement Date, DISTRICT's share shall be 9,881/28,274, or 35%."
6. **REDUCTION IN LEASED SPACE**: The first paragraph of Section 11, REDUCTION IN LEASED SPACE, is hereby deleted and replaced with the following paragraph:

“If DISTRICT wishes to decrease the amount of space it is leasing hereunder it may do so pursuant to this Section 11. At any time during the term of this Lease, upon one year advance notice in writing to COUNTY, DISTRICT may relinquish certain designated portions of its LEASED PREMISES to COUNTY as those portions are identified on Exhibit B (hereinafter “Functional Blocks”). Upon such election, the rent, Replacement Reserve and maintenance cost obligations due under this Agreement shall be reduced proportionately based upon the adjusted occupancy and space allocation, which calculations include the proportionate share of DISTRICT-SBCAG Common Areas and All Tenant Common Areas. In determining whether to relinquish Functional Blocks, DISTRICT shall have sole and absolute discretion and the consent of COUNTY shall not be required. In the event that all Functional Blocks have been relinquished by DISTRICT as set forth herein, this Agreement shall automatically terminate and DISTRICT shall be relieved of all further obligations hereunder. Minor changes in Functional Blocks may be made upon the mutual written consent of the Directors.”

7. **TERMINATION**: Section 26, TERMINATION, of the Agreement is hereby deleted in its entirety and replaced with the following provision:

26. This Agreement shall terminate and all rights of DISTRICT shall cease and DISTRICT shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and, upon such delivery, shall be relieved of all future liability:

- A. Upon either party's written notice of termination to the other party at least ninety (90) days prior to the expiration of the Initial Term, which notice may be given without cause; or
- B. Upon either party's written notice of termination to the other party at least ninety (90) days prior to the expiration of the Extension Period, which notice may be given without cause; or
- C. After commencement of the Annual Tenancy, upon ninety (90) days written notice given by either party, which notice may be given without cause; or
- D. Upon release of all Functional Blocks as set forth in Section 11, REDUCTION IN LEASED SPACE; or
- E. Upon the failure of either party to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 23, DEFAULT; or
- F. Upon the total destruction of the Building, as provided in Section 30, DESTRUCTION OF THE PREMISES.

8. **EXHIBITS**:

- A. Exhibit B is hereby deleted and replaced with the attached page titled “Exhibit B”, incorporated herein by reference.

B. Section 1, TOTAL OPERATING COSTS DEFINED, of Exhibit C is hereby modified and amended as follows:

1. The following sentence shall be added to the end of the third paragraph: "Upon the Reduced Premises Commencement Date, the Reduced Premises shall be defined as 9,881 square feet, which includes DISTRICT'S share of the common areas."

2. The fourth paragraph is hereby deleted and replaced with the following paragraph:

"Upon commencement of this Agreement, DISTRICT'S share of total operating costs shall be ½ and, upon the Reduced Premises Commencement Date, DISTRICT'S share of total operating costs shall be 35% (hereinafter "DISTRICT'S share"). DISTRICT'S share may be reduced pursuant to Section 11, *REDUCTION IN LEASED SPACE* hereof. If Functional Blocks, as defined in Section 11 and identified in Exhibit B, are relinquished, DISTRICT'S share shall be reduced proportionately."

9. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall constitute one and the same instrument.

10. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated November 26, 2002, shall remain in full force and effect.

///

///

Project: APCD Casa Nueva
APN: 059-140-029
RP File: 003410
Agent: SF

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by COUNTY.

"DISTRICT"
SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

ATTEST:

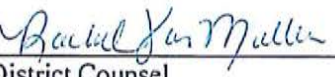
AERON ARLIN GENET
CLERK OF THE BOARD

By: 
Deputy

By: 
Director Das Williams, Chair

Date: 6/20/20

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL FOR DISTRICT

By: 
District Counsel

COUNTY SIGNATURES TO FOLLOW

Project: APCD Casa Nueva
APN: 059-140-029
RP File: 003410
Agent: SF

"COUNTY"

COUNTY OF SANTA BARBARA


GREGG HART, CHAIR
BOARD OF SUPERVISORS

Dated: 9-15-20

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Deputy Clerk

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: 

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 

Scott Greenwood, Deputy County Counsel

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

By: 

Deputy

Digitally signed by C. Edwin Price,
Jr.
Date: 2020.06.24 14:58:21 -07'00'

APPROVED:

Ray Aromatorio, Date: 2020.06.24
By: Risk Manager 09:42:10 -04'00'
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: 

Carlo Achdjian, Manager
Real Property Division

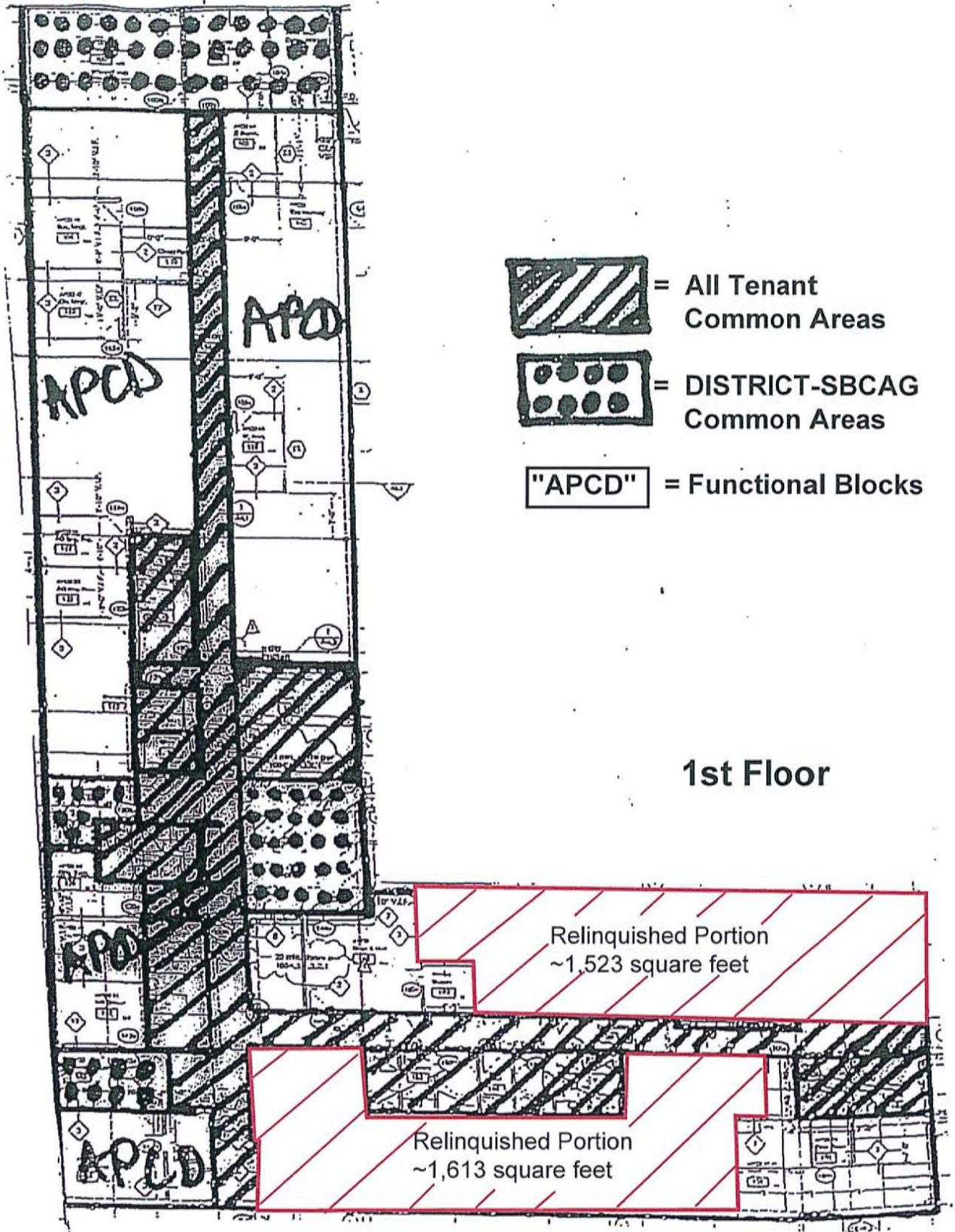
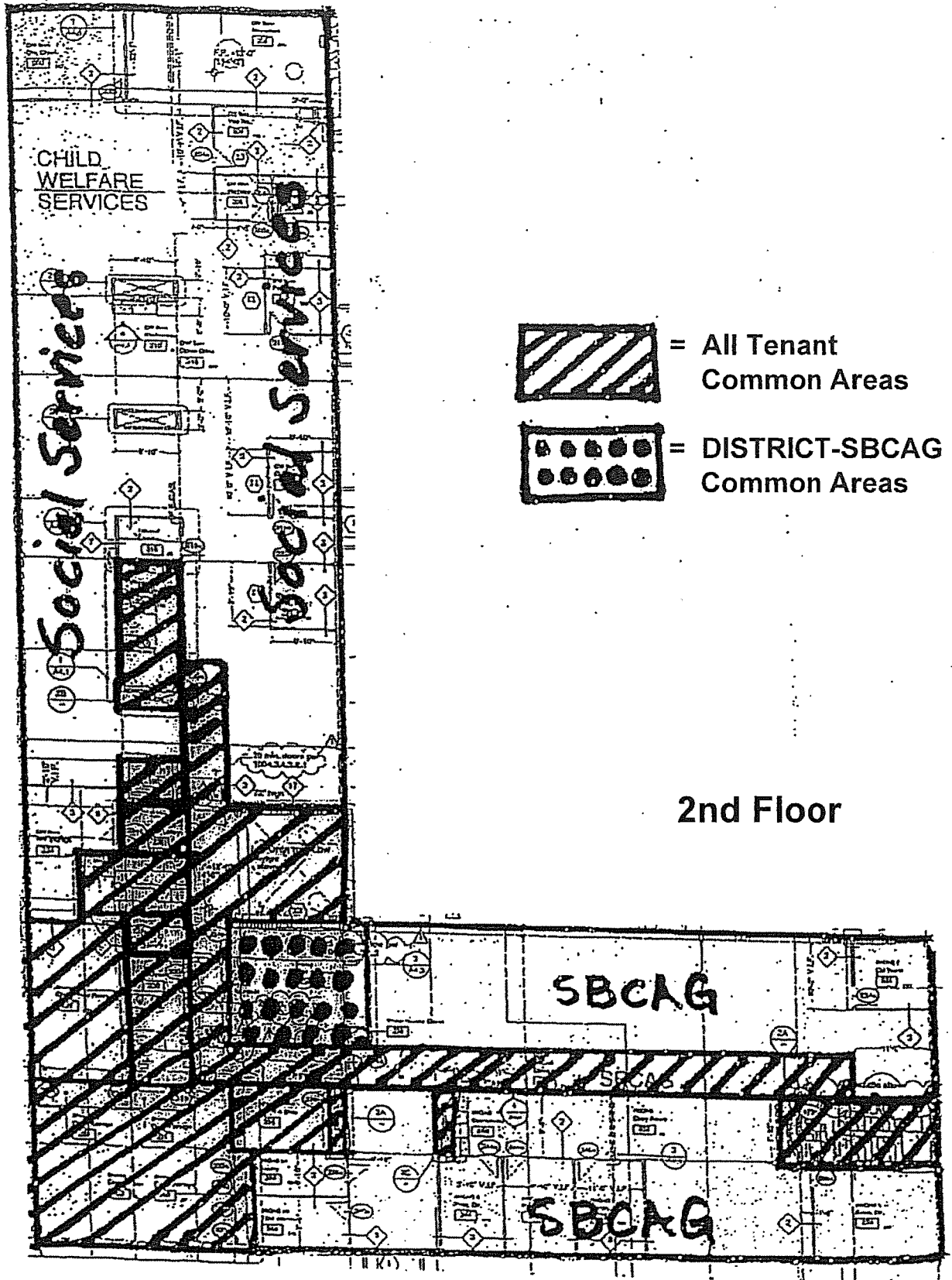


EXHIBIT B

1 of 3



CASA NUEVA SPACE ALLOCATION

All Tenant Common Area:

	Square Footage	All Tenant Common Area
Gross Building	28,655	
Minus Lobby Air Space	- 387	
Usable Square Footage	28,268	
Minus Assignable Space	- 20,796	
Remainder	7,472	
Total All Tenant Common Area		7,472

Occupant Share of All Tenant Common Area:

Occupant	Original Square Footage	Reduced Premises Square Footage
SBCAG	1,581	1,581
Social Services	2,152	2,152
APCD	3,739	2,617
Relinquished Portion / Vacant		1,122
Total Square Footage	7,472	7,472

Total Leased Square Footage Per Agency:

Occupant	Original Occupancy		Reduced Premises Occupancy	
	Square Feet	% Occupied	Square Feet	% Occupied
Social Services				
Assignable Square Footage	5,998		5,998	
All Tenant Common Area Sq. Ft	2,152		2,152	
Total	8,150	29%	8,150	29%
SBCAG				
Assignable Square Footage	4,398		4,398	
All Tenant Common Area Sq. Ft	1,581		1,581	
Total	5,979	21%	5,979	21%
APCD				
Assignable Square Footage	10,400		7,264	
All Tenant Common Area Sq. Ft	3,739		2,617	
Total	14,139	50%	9,881	35%
Relinquished Portion / Vacant				
Assignable Square Footage			3,136	
All Tenant Common Area Sq. Ft			1,122	
Total		0%	4,258	15%
BUILDING TOTAL	28,268	100%	28,268	100%

Project: APCD Casa Nueva
APN: 059-140-029
RP File: 003410
Agent: SF

SECOND AMENDMENT TO THE LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT (hereinafter, "Amendment")

is made by and between:

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

and

SANTA BARBARA COUNTY AIR POLLUTION
CONTROL DISTRICT, a special district, hereinafter
referred to as "DISTRICT,"

with reference to the following:

WHEREAS, COUNTY is the owner of the property located at 260 North San Antonio Road, in the unincorporated area of Santa Barbara County, more particularly described as Assessor Parcel Number 059-140-029 (hereinafter "Property"), and the building thereon commonly known as the Casa Nueva Building (hereinafter "Building"), as shown on Exhibit A of the Lease Agreement, incorporated herein by reference; and

WHEREAS, COUNTY and DISTRICT entered into a lease agreement (hereinafter "Agreement") on November 26, 2002, for the purpose of leasing 14,139 square feet of the Building to DISTRICT to be used as commercial office space; and

WHEREAS, on August 20, 2020, COUNTY and DISTRICT entered into a First Amendment to the Lease Agreement (hereinafter "First Amendment"), which reduced DISTRICT's leased space from 14,139 square feet to 9,881 square feet and added one option to extend the term of the Agreement by seven (7) years; and

WHEREAS, portions of the Building are occupied by the Santa Barbara County Association of Governments ("SBCAG"), COUNTY Department of Social Services, and DISTRICT; and

WHEREAS, the COUNTY General Services Department ("GS") now wishes to occupy a portion of the Building consisting of 4,775 square feet of exclusive office space; and

WHEREAS, on September 6, 2021, COUNTY, DISTRICT, and SBCAG entered into a Letter of Understanding ("LOU") for the purpose of expressing each party's intentions regarding future use and occupancy of the Building; and

WHEREAS, COUNTY and DISTRICT desire to amend the Agreement upon the terms and conditions set forth below.

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

1. **EFFECTIVE DATE:** This Amendment shall be effective upon final execution by DISTRICT (hereinafter "Effective Date"). Except as otherwise set forth herein, the terms and provisions of this Amendment regarding the DISTRICT's reduction in leased premises and reduced rent shall be effective as of August 23, 2021, which is deemed to be the date that DISTRICT vacated and delivered to COUNTY a 439-square-foot portion of its leased premises, as well as the date that DISTRICT and SBCAG relinquished the right to use a 1,180-square-foot portion of the Building's common area. These areas are further identified in Exhibit B, attached hereto and incorporated herein by reference.
2. **REDUCTION OF LEASED PREMISES:** Section 3, *LEASED PREMISES*, is hereby deleted and replaced with the following:

COUNTY hereby leases to DISTRICT and DISTRICT hereby takes from COUNTY, a portion of the approximately 28,268-square-foot building. The portion of the Building leased by DISTRICT (hereinafter "Premises") consisted of 14,139 square feet from May 1, 2003 through September 15, 2020; 9,881 square feet from September 16, 2020 through August 22, 2021; and 9,061 square feet from August 23, 2021 and continuing for the remainder of the lease term. The Premises shall include certain common areas that are to be shared solely by DISTRICT and SBCAG (hereinafter, "DISTRICT-SBCAG Common Areas") and certain areas to be shared by all tenants of the Building (hereinafter, "All Tenant Common Areas"), all as depicted on Exhibit B, attached hereto and incorporated herein by reference.

- A. **Exclusive Space:** DISTRICT shall have exclusive use of 7,152 square feet of office space, as shown on Exhibit B.
- B. **Common Areas:** DISTRICT shall have non-exclusive use of all common areas, which are designated as either All Tenant Common Areas or DISTRICT-SBCAG Common Areas and identified on Exhibit B.
- C. **Use of Side Entrance and Side Staircase:** The "Side Entrance" and "Side Staircase" identified on Exhibit B are unavailable for DISTRICT's use except in the event of an emergency or when required to provide access and accommodation for DISTRICT's employees, customers, clients, and members of the public in compliance with the Americans with Disabilities Act (ADA). When access is required for ADA compliance, DISTRICT shall coordinate directly with GS by providing at least four (4) hours' minimum advance notice, when feasible. In the future, if DISTRICT employs, works with, or regularly interacts with any individual(s) that requires ADA access, COUNTY agrees to allow such individual(s) to regularly use the "Side

Entrance” or will otherwise provide reasonable access to DISTRICT’s Premises at no additional cost to DISTRICT.

D. Use of Showers: The showers located on the first floor are included in GS’ exclusive office space and, as such, are unavailable for DISTRICT’s unlimited use except: GS shall allow DISTRICT staff limited access during regular business hours (7am-6pm Monday – Friday); and any DISTRICT staff who wish to use the showers may request such use from GS and must comply with all GS rules and regulations regarding such use, which may include an assigned security card for direct access.

3. **RENT**: Section 6.A., RENT, of the Agreement is hereby deleted and replaced with the following provision:

Rent shall be based on \$1.2928 per square foot per month, and shall be ELEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND SIX CENTS (\$11,714.06) beginning on August 23, 2021, and continuing through the remaining term of the lease. Rent shall not be subject to a cost of living adjustment. Rent payments shall be payable in advance on or before the first (1st) day of each and every calendar month, except as provided herein. The rent due for any period, which is for less than one (1) calendar month shall be prorated, based upon a thirty (30) day month.

Sections 6.A.1. and 6.A.2. shall remain unchanged.

4. **SIGNAGE**: Section 7, CONDITION / TENANT IMPROVEMENTS, is hereby modified and amended by adding the following paragraph after the last sentence: “COUNTY, in its sole discretion, is hereby authorized to install its own signage on the exterior and/or interior of the Building. DISTRICT, with COUNTY’s prior written approval, not to be unreasonably withheld, may install its own signage on the exterior and/or interior of the Building.”
5. **MAINTENANCE, REPAIR, AND BUILDING RESPONSIBILITIES**: Section 9, MAINTENANCE AND REPAIR, is hereby deleted in its entirety and replaced as follows:

MAINTENANCE, REPAIR AND BUILDING RESPONSIBILITIES:

A. **COUNTY’s Responsibilities**: COUNTY agrees to perform all maintenance and repair to the Building as set forth in Exhibit D, attached hereto and incorporated herein by reference, except that DISTRICT shall be responsible for maintenance and repair when such is required due to the negligence of DISTRICT’s agents, officers, employees and/or invitees.

COUNTY may install its own security system in the Building in order to restrict and monitor access to COUNTY’s exclusive space and the 2nd floor phone and data room. COUNTY shall cooperate with DISTRICT to ensure specific individuals have access to the phone and data room.

B. **DISTRICT’s Responsibilities**: DISTRICT shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises and

those items listed in Exhibit D as DISTRICT's responsibilities, but only to the extent of DISTRICT's proportionate share. Upon termination to expiration of this Agreement, DISTRICT will return the Premises to COUNTY with those items in good order, reasonable wear and tear excepted.

DISTRICT shall schedule all use of the 2nd floor conference rooms and library room, and agrees to coordinate with all Building occupants regarding such use. DISTRICT shall accept reservations for these areas no more than thirty (30) days in advance and will not allow long-term scheduling of the areas on a regular basis without the prior consent of the COUNTY and SBCAG.

DISTRICT shall document any potentially hazardous and/or toxic chemicals, materials or substances that are stored in its 1st Floor Lab, now and in the future, and will provide GS with a Material Data Sheet (MDS) for each such item.

DISTRICT shall inform COUNTY and SBCAG of the then-current cleaning schedule for all common areas, including the 1st floor Kitchen and Breakroom.

- C. **Shared Responsibilities:** COUNTY and DISTRICT shall each have the right to place one (1) refrigerator in the 1st floor Kitchen and Breakroom for that party's exclusive use (or DISTRICT's shared use with SBCAG). COUNTY and DISTRICT agree to jointly decide on the placement of each refrigerator and any vending machines in the space.

To the extent that there is conflict between this Section and Exhibit D, Exhibit D shall prevail.

6. **UTILITIES AND JANITORIAL SERVICES:** Section 10, UTILITIES AND JANITORIAL SERVICES, of the Agreement is hereby modified and amended to add the following sentence at the end of the first paragraph, "Upon the Reduced Premises Commencement Date, DISTRICT's share shall be 9,061/28,268, or 32%."

7. **PARKING AND LOADING DOCK:** Section 12, PARKING, is hereby deleted in its entirety and replaced with the following:

PARKING AND LOADING DOCK: At no additional expense, DISTRICT shall be entitled to non-exclusive use of all Unreserved Parking Spaces on the Calle Real Campus as well as all Reserved Parking Spaces that are specifically reserved for visitors.

COUNTY has non-exclusive use of the loading dock for up to three (3) hours per day for its mail delivery services. Such hours of use may vary from time to time, but will be communicated to DISTRICT and SBCAG in advance.

8. **EXHIBITS:**

- A. Exhibit B is hereby deleted and replaced with the attached page titled "Exhibit B", incorporated herein by reference.

- B. Section 1, TOTAL OPERATING COSTS DEFINED, of Exhibit C is hereby modified and amended as follows:

1. The last sentence of the third paragraph is hereby deleted and replaced with the following: "For purposes of this Agreement, "leasable square feet at the Property" shall be defined as 28,268 square feet, and effective August 23, 2021, the Premises shall be defined as 9,061 square feet, which includes DISTRICT's share of the common areas."
2. The fourth paragraph is hereby deleted and replaced with the following paragraph:

"Effective August 23, 2021, DISTRICT's share of total operating costs shall be 32% (hereinafter "DISTRICT'S share"). DISTRICT'S share may be reduced pursuant to Section 11, *REDUCTION IN LEASED SPACE* hereof. If Functional Blocks, as defined in Section 11 and identified in Exhibit B, are relinquished, DISTRICT'S share shall be reduced proportionately."
3. Section 2, *REPLACEMENT RESERVE / Cost of Living Adjustment*, of Exhibit C is hereby modified by adding the following after the first sentence: "Effective August 23, 2021, DISTRICT shall pay to COUNTY, in addition to the maintenance expense discussed above, ONE THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS and FORTY-NINE CENTS (\$1,365.49) per month, based on \$.1507 per square foot, for repair and replacement of major systems as such are identified herein."

C. Exhibit E is hereby deleted.

9. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall constitute one and the same instrument.
10. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated November 26, 2002, and the First Amendment to the Lease Agreement, dated August 20, 2020, shall remain in full force and effect.

///

///

Project: APCD Casa Nueva
APN: 059-140-029
RP File: 003410
Agent: SF

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by DISTRICT.

"DISTRICT"
SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

ATTEST:


AERON ARLIN GENET
CLERK OF THE BOARD

By: 
Lorena Saldana (Oct 21, 2021 16:53 PDT)
Deputy


By: Paula Perotte (Oct 21, 2021 16:51 PDT)
Director Paula Perotte, Chair

Date: 10-21-2021

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL FOR DISTRICT

By: 
Jenna Richardson (Oct 13, 2021 14:17 PDT)
Jenna Richardson, District Counsel

COUNTY SIGNATURES TO FOLLOW

Project: APCD Casa Nueva
APN: 059-140-029
RP File: 003410
Agent: SF

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD


BOB NELSON, CHAIR
BOARD OF SUPERVISORS

By: 
Deputy Clerk

Dated: 10.12.2021

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:

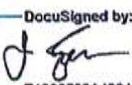
By: 1FBA9BD673A445F

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

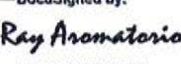
DocuSigned by:

By: D0A627A89DD64A5
Scott Greenwood, Deputy County Counsel

APPROVED AS TO ACCOUNTING:
BETSY M. SCHAFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:

By: E1998503A4304B7
Deputy

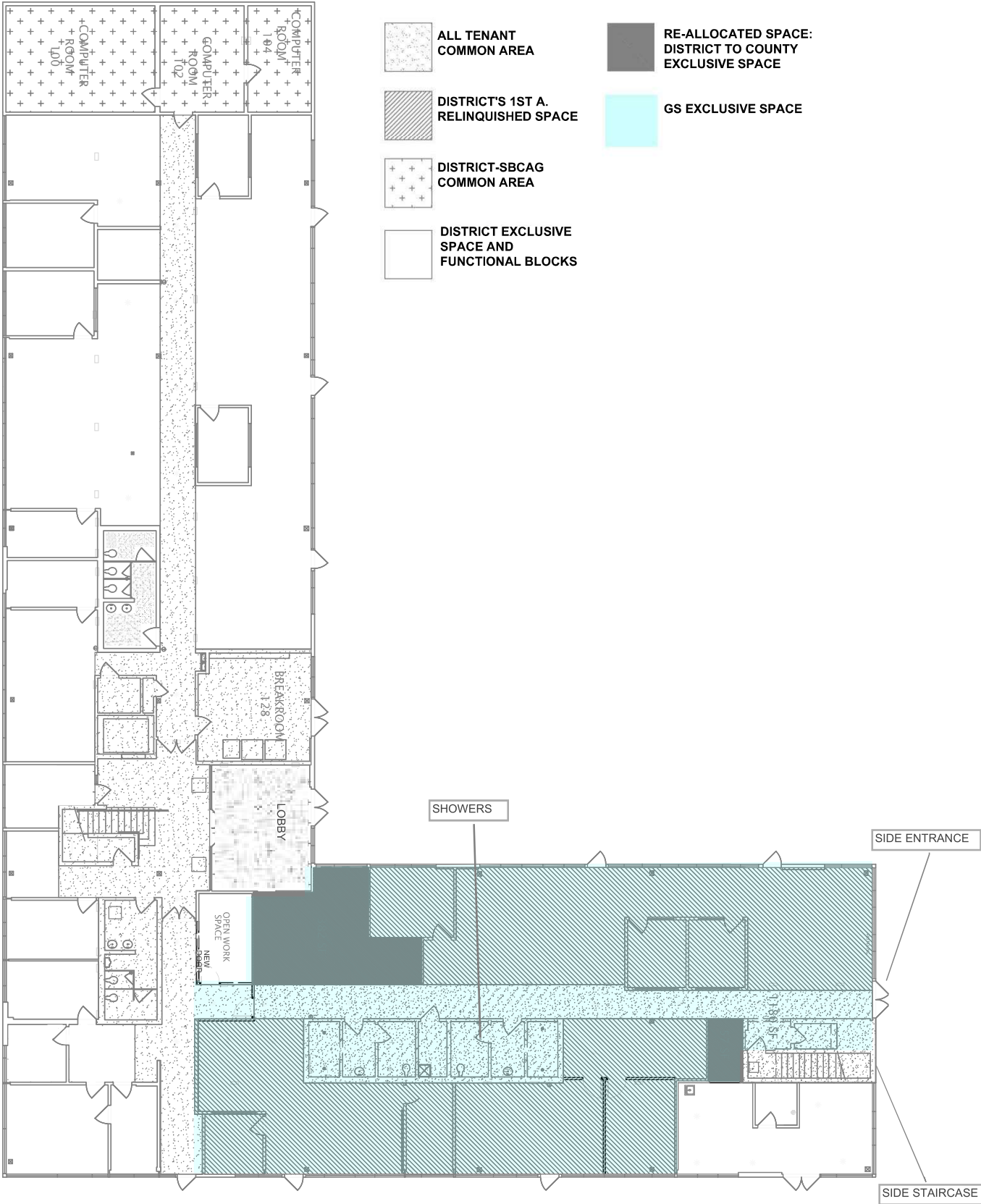
APPROVED:

DocuSigned by:

By: D3DB8526E16F47F
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

DocuSigned by:

By: 172790BF3B9D48C
Julie Lawrence
Real Property Manager



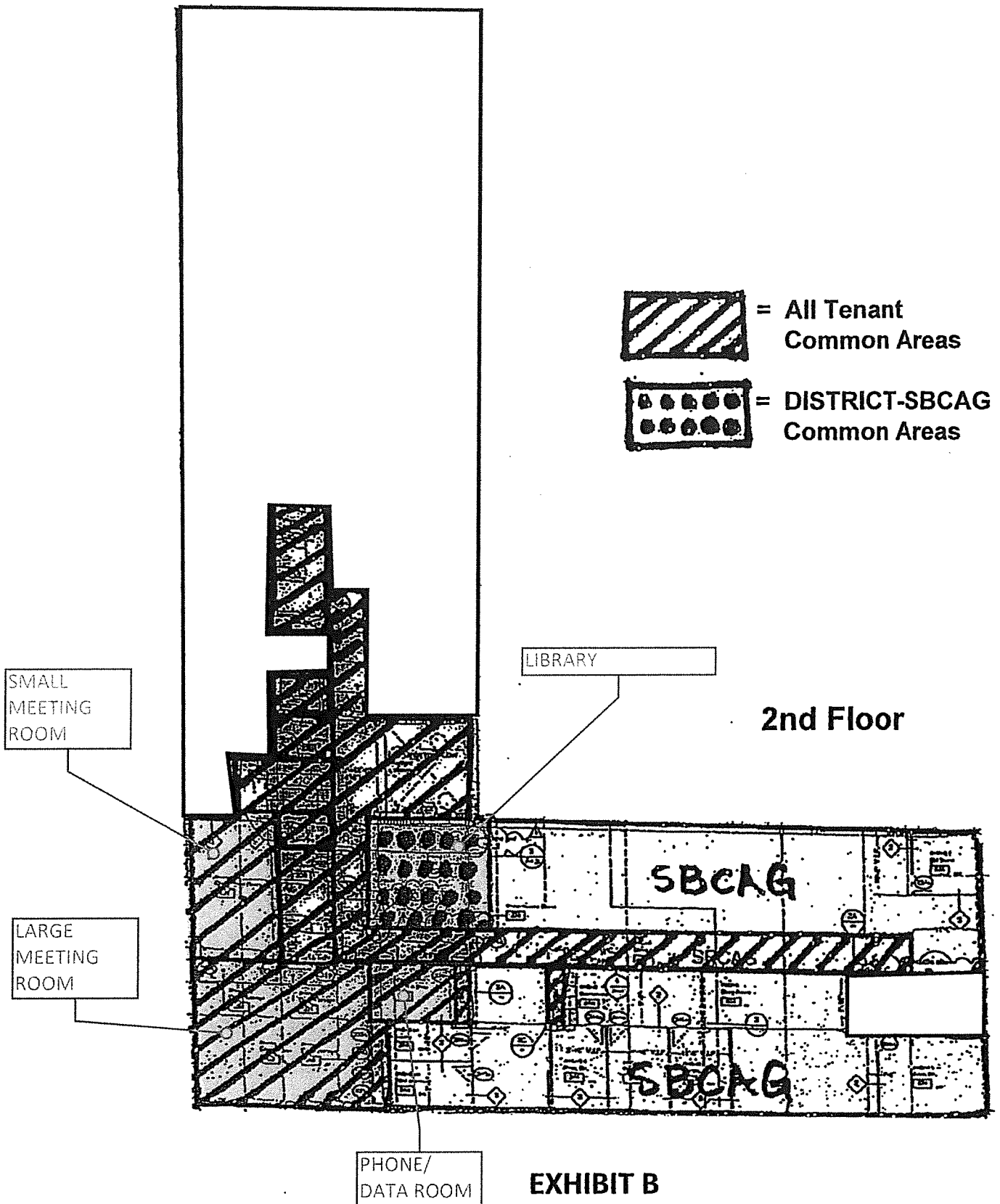


EXHIBIT B
2 of 3

CASA NUEVA SPACE ALLOCATION

Building Space	Square Footage
Gross Building	28,647
Minus Lobby Air Space	(379)
Usable Square Footage	28,268
Minus Assignable Space	(22,303)
Remainder / Common Area	5,965

Occupant Share of Exclusive Office Space:

Occupant	Current Assigned SF	New Assigned SF	New Proportionate Share
DSS	5,998	5,998	27%
SBCAG	4,398	4,398	20%
DISTRICT	7,264	7,152	32%
GS	- 0 -	4,755	21%
VACANT	3,136	- 0 -	0%
TOTAL	20,796	22,303	100%

Occupant Share of Common Area:

Occupant	Proportionate Use as %	Proportionate Share (SF)
DSS	27%	1,611 sf
SBCAG	20%	1,193 sf
DISTRICT	32%	1,909 sf
GS	21%	1,252 sf
Total	100%	5,965 sf

Total Leased Square Footage Per Occupant:

Occupant		Current Occupancy		New Occupancy	
		Square Feet	% Occupied	Square Feet	% Occupied
DSS	Assignable SF	5,998		5,998	
	Common Area SF	<u>2,152</u>		<u>1,611</u>	
	Total	8,150	29%	7,609	27%
SBCAG	Assignable SF	4,398		4,398	
	Common Area SF	<u>1,581</u>		<u>1,193</u>	
	Total	5,979	21%	5,591	20%
DISTRICT	Assignable SF	7,264		7,152	
	Common Area SF	<u>2,617</u>		<u>1,909</u>	
	Total	9,881	35%	9,061	32%
GS	Assignable SF			4,755	
	Common Area SF			<u>1,252</u>	
	Total	0	0%	6,007	21%
VACANT	Assignable SF	3,136			
	Common Area SF	<u>1,122</u>			
	Total	4,258	15%	0	0%
BUILDING	TOTAL	28,268	100%	28,268	100%

EXHIBIT B