



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

370 200 15 71 2 57

COUNTY OF SANTA BARBARA

Department Name: General Services
Department No.: 063
For Agenda Of: April 28, 2009
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Bob Nisbet, Director (805) 560-1011
Contact Info: Paddy Langlands, Assistant Director (805) 568-3096
SUBJECT: Child Support Services Lease Amendment for 4 East Carrillo Street; First Supervisorial District

County Counsel Concurrence

As to form Yes

Auditor-Controller Concurrence

As to form Yes

Other Concurrence: Risk Manager, Child Support

As to form Yes

Recommended Actions:

That the Board of Supervisors execute the attached original and duplicate original Second Amendment to the Lease Agreement between the County of Santa Barbara and Morris and Gloria Sohmani, which will reduce the leased area occupied by Child Support Services at 4 East Carrillo Street, in Santa Barbara, from 15,000 square feet to 11,346 square feet, and reduce the monthly rent from \$28,457.36 to \$21,457.36.

Summary Text:

The County's Child Support Services Department has been occupying approximately 15,000 square feet of office space at 4 East Carrillo, in Santa Barbara, since June 2, 1995. In an effort to reduce costs, Child Support has negotiated with the owner of the building to reduce the square footage occupied to approximately 11,346 square feet for the remainder of the term, beginning May 1, 2009, through March 31, 2013. The County will pay for partition walls to separate the newly configured space, and will install a new ADA-compliant door to access the space.

Background:

Child Support Services has occupied this space since June, 1995. Over the past five years, staff levels have decreased from approximately 120 to 90 employees in order to stay within State budget allocations. During this fiscal year, it became apparent that staff attrition alone would not be sufficient to enable the Department to continue to stay within State budget allocations, and therefore took steps to reduce other on-going costs as able. Due to reduced staffing levels, the Department was able to consolidate the Santa Barbara facility, thus enabling the Department to negotiate with the landlord to reduce the square footage.

Fiscal and Facilities Impacts:

The cost to remodel the lobby area is approximately \$43,000. Other costs associated with consolidating employees and remodeling space upstairs and relocating the training room is approximately \$15,000. Child Support Services is 100% funded with State and Federal Revenues, and the cost of this remodel will be absorbed within the Department's existing State budget allocation.

Staffing Impacts: None

Special Instructions: After Board action, please distribute as follows:

- | | |
|--|---------------------------------------|
| 1, Duplicate Original and Minute Order | Real Estate Services, Attn: Don Grady |
| 2. Original Document | Clerk of the Board Files |

Attachments:

Second Amendment to Lease Agreement

***Authored by:** Don Grady, Office of Real Estate Services

Project: Child Support at 4 E. Carrillo
Second Amendment
Folio: 002971
APN: 039-322-029
Agent: DG

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT is made by and between the

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

and

MORRIS and GLORIA SOBHANI, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, COUNTY and LESSOR entered into a Lease Agreement (hereinafter "Lease") dated June 2, 1995, for COUNTY'S use of an approximately 15,000 square foot portion of the building (hereinafter "Premises") located at 4 East Carrillo Street, in Santa Barbara, California (Santa Barbara County Assessor Parcel Number 039-322-029); and

WHEREAS, the Lease was amended by the First Amendment to Lease Agreement, dated September 26, 1995, and the term of the Lease was subsequently extended through March 31, 2013, in accordance with the Lease, with one remaining option to extend the term through March 31, 2018; and

WHEREAS, COUNTY and LESSOR desire to reduce the total area of the Premises to approximately 11,346 square feet, as shown on Exhibit "A", attached hereto and incorporated herein by reference, reduce the rent proportionally, and amend the annual cost of living adjustment; and

WHEREAS, COUNTY and LESSOR agree that the work required to reduce the total area of the Premises will be performed by COUNTY, at COUNTY'S sole cost, according to Exhibit "B", attached hereto and incorporated herein by reference.

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

1. Section 2, LEASED PROPERTY is hereby amended by addition of the following:

“Commencing the latter of May 1, 2009, or after thirty days written notice by COUNTY to LESSOR that the work described in Exhibit B hereof will be completed within said thirty days; the Premises shall be reduced for the remainder of the Term and any extensions thereof by approximately 3654 square feet, and COUNTY shall vacate and surrender to LESSOR that portion of the first floor of the Premises shown as the cross-hatched area of Exhibit A hereto. Such notice shall indicate the date that COUNTY expects to have all work associated with the reduction in space completed and approved by the City of Santa Barbara. COUNTY shall be responsible for separating and securing the remainder of the Premises (hereinafter “Reduced Premises”) by constructing partition walls, a new ADA-compliant door to access the Reduced Premises, and separating all electrical breakers and meters serving the Reduced Premises.

COUNTY shall have the right during construction to access the Premises outside of normal business hours and on weekends, if necessary, to complete such work. COUNTY shall inform LESSOR in advance of any potential utility interruptions and shall protect the remainder of the Premises with appropriate barriers to prevent debris and dust contamination. All work related to the reduction in space shall be performed according to applicable building and fire codes and regulations, as interpreted by the City of Santa Barbara.

Concurrently with COUNTY’S vacation and surrender of the 3654 square foot portion of the Premises, COUNTY shall vacate and surrender use of the 3 tandem parking spaces which are the most northerly spaces, being those three spaces adjacent to the Leased Premises.

COUNTY and LESSOR shall cooperate in applying to the City of Santa Barbara for a street address for the Reduced Premises that is separate from the address for the remainder of the Property.”

2. Section 5, RENT, as amended by the First Amendment to Lease Agreement, is hereby further amended by addition of the following:

“Upon COUNTY’S completion of the work described in Exhibit B hereof, and vacation and surrender of the approximately 3654 square foot portion of the Premises in accordance with Section 2, LEASED PROPERTY, as amended herein, COUNTY’S monthly base rent for the Reduced Premises shall be reduced by SEVEN THOUSAND DOLLARS (\$7,000). Upon execution of this Second Amendment to the Lease Agreement and prior to any reduction in square footage, COUNTY’S monthly base rent for the Premises is \$28,457.36. The reduced monthly base rent of \$21,457.36 shall be subject to the annual adjustment set forth in Section 6, COST OF LIVING ADJUSTMENT, as amended herein.”

3. Section 6, COST OF LIVING ADJUSTMENT, is hereby amended by addition of the following:

“Upon final approval and execution of this Second Amendment to the Lease Agreement, the annual Consumer Price Index (CPI) adjustment that becomes effective September 1, 2009, and for that year only, shall be reduced by one half (1/2). For example, if the Consumer Price Index for June of 2009 is determined to be FOUR PERCENT (4%), the monthly base rent for the Reduced Premises for the period from September 1, 2009, through August 31, 2010, would be increased by ½ of 4%, or 2%. In no event shall the increase to the base rent for that period exceed TWO AND ONE HALF PERCENT (2 ½)%.

On each and every subsequent anniversary date of this Lease, beginning September 1, 2010, the base rent for the Reduced Premises shall be adjusted as previously described in Section 6 of the Lease. In no event shall the rent for the remainder of the Term for the Reduced Premises be less than the greater of (1) \$21,457.36, or (2) the rent paid during the year prior to the adjustment.”

4. Section 11, UTILITIES AND JANITORIAL SERVICES, is hereby amended by addition of the following:

“Upon COUNTY’S vacation and surrender of the approximately 3654 square foot portion of the Premises in accordance with Section 2, LEASED PROPERTY, as amended herein, the cost of utilities serving the Reduced Premises shall be apportioned between COUNTY and any other tenants sharing utilities with the Reduced Premises, based upon the percentage of square footage occupied by each party.

COUNTY shall continue to pay for all utilities serving the Premises until a replacement tenant occupies that portion of the Premises being vacated and surrendered by COUNTY. ”

5. It is expressly understood that in all other respects, said terms and conditions of the original Lease Agreement, dated June 2, 1995, and subsequent First Amendment to Lease Agreement, dated September 26, 1995, shall be in full force and effect.

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Project: Child Support at 4 E. Carrillo
Second Amendment
Folio: 002971
APN: 039-322-029
Agent: DG

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Second Amendment to Lease Agreement by the respective authorized officers as set forth below to be effective upon final execution by COUNTY. The signatories hereof represent and warrant that they are authorized to execute this Second Amendment to Lease Agreement and that no additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out the duties contemplated herein.

"COUNTY"
COUNTY OF SANTA BARBARA

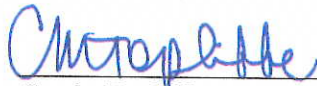
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

Salud Carbajal, Chair
Board of Supervisors
County of Santa Barbara

By: _____
Deputy Clerk

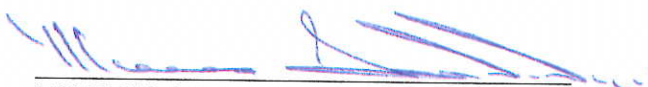
Date: _____

APPROVED:




Carrie Topliffe
Director of Child Support Services

"LESSOR"



MORRIS SOBHANI

"LESSOR"



GLORIA J. SOBHANI

APPROVED AS TO FORM:
DENNIS MARSHAL
COUNTY COUNSEL

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

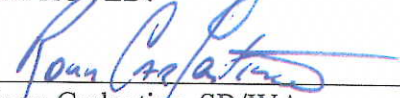
By: 

Deputy
KEVIN E. READY, SR. DEP. COUNTY COUNSEL

By: 

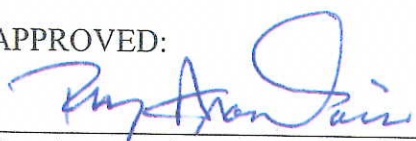
Deputy

APPROVED:



Ronn Carlentine, SR/WA
Real Property Manager

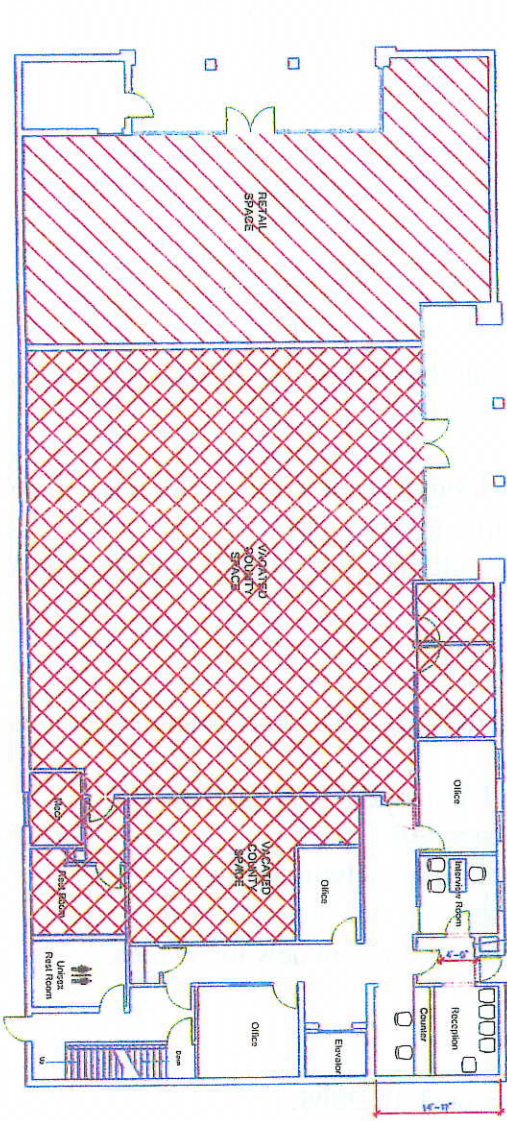
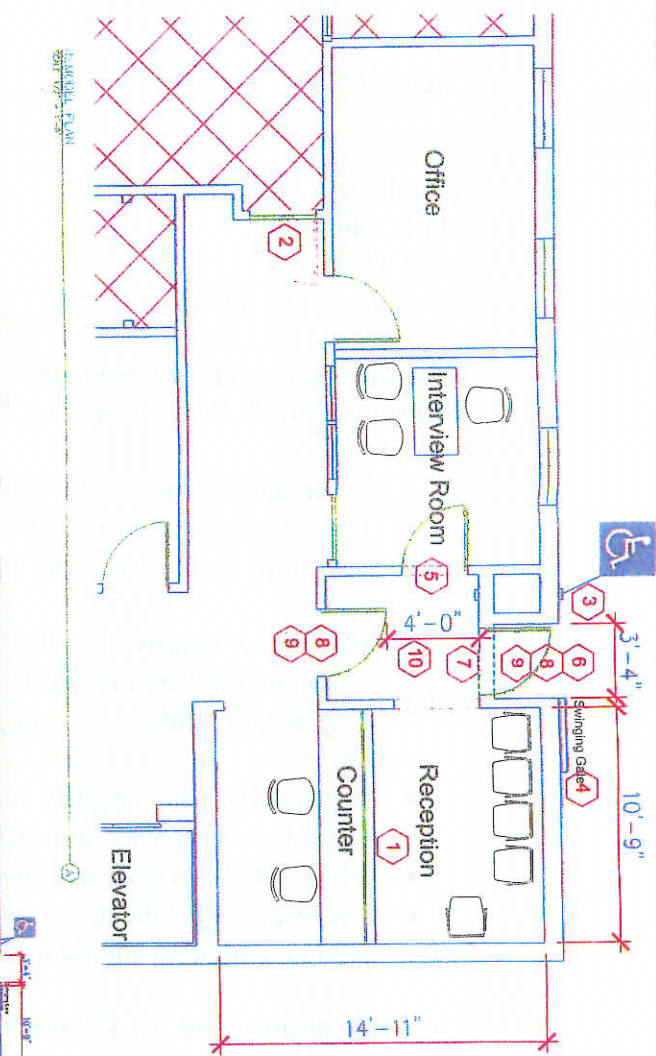
APPROVED:



Ray Aromatorio, ARM, AIC
Risk Program Administrator

GENERAL NOTES

1. COULTER TO BE 2" HIGH MAXIMUM. INSTALL QUARTZ SURFING DOOR.
2. DOOR TO BE HUNG ON DOOR AS SHOWN.
3. FRONT COULTER TO BE 10" HIGH TO BE INSTALLED 1" FROM THE BOTTOM OF THE DOOR.
4. COULTER TO BE HUNG ON DOOR TO REMAIN OPEN. GATE TO REMAIN IN POSITION OF DOOR TO BE OPENED BY HAND.
5. INSTALL TO BE HUNG ON DOOR TO INTERVIEW ROOM. UNLOCKED BY HAND.
6. HOOK UP COULTER WALL SPACE SHALL BE BY ENTRANCE. INSTALL IN DOOR FRAME TO BE OPENED BY HAND. UNLOCKED BY HAND.
7. COULTER TO BE HUNG ON DOOR TO INTERVIEW ROOM. UNLOCKED BY HAND.
8. FRONT TO COULTER DOOR AS WITH THE PRESSURE ALIGNED TO OPERATE. 1120.2312.
9. FRONT TO COULTER DOOR AS WITH THE PRESSURE ALIGNED TO OPERATE. 1120.2312.
10. FRONT TO COULTER DOOR AS WITH THE PRESSURE ALIGNED TO OPERATE. 1120.2312.



REAR DOOR PLAN

EXHIBIT A

| NO. | DATE | DESCRIPTION |
|-----|------------|-------------|
| 1 | 01/15/2025 | ISSUED |
| 2 | 01/15/2025 | ISSUED |
| 3 | 01/15/2025 | ISSUED |
| 4 | 01/15/2025 | ISSUED |
| 5 | 01/15/2025 | ISSUED |
| 6 | 01/15/2025 | ISSUED |
| 7 | 01/15/2025 | ISSUED |
| 8 | 01/15/2025 | ISSUED |
| 9 | 01/15/2025 | ISSUED |
| 10 | 01/15/2025 | ISSUED |

PROJECT NO: 25-00000
 SHEET NO: 01
 DATE: 01/15/2025
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN
 PROJECT: [Name]



April 10, 2009

Woodworks Unlimited
Mark Johnson
4582 4th St.
Carpinteria, CA 93013

Proposal: Remodel for County of Santa Barbara Child Support Service located @
4 East Carrillo St. Santa Barbara, Ca. 93101

- To create new alcove for new lobby entrance with ADA push-plate.
- Use and expand existing rod iron grate to gate.
- Continue brick walk-way into alcove along with travertine wanscote and stucco above.
- Install new approved ceiling light.
- Install new 8 Lite French door.
- Create new Lobby by using existing glass and counter from current reception area.
- Remove Existing security card door and add at end new hall.
- Open new door-way into office to left.
- Close off closet door and install new shelving inside.
- Perform needed electrical work.
- Add new heating supply and return ducts in new lobby area.

Total cost of this work is: \$29,600.00

Added electrical work after walk-thru on 3-11-2009:

- Coring through concrete electrical room down stairs.
- Run new conduit to hall-way and install new 100 amp panel.
- Connect only Electrical circuits in this area to this panel.
- Disconnect wiring from old panel not in Child Services area.

Total added cost of this work is: \$9,100.00

EXHIBIT B

1 of 2

- Added framing ,drywall and painting work after walk-thru on 3-11-2009:
- Frame-in and drywall door at end of hall.
- Delete painting from bid at owner's request.

Total added cost of this work is: \$800.00

Added extra ADA panic hardware to interior side of the exterior door in the alcove.

- The cost of this hardware and installation is \$2400.00.
- Frame-in door and drywall to the interview room is \$800.00
- Time spent to obtain electrical permit is 4 hrs is \$280.00

The panic hardware located in hall and first door with access control unit must have same electric strike device not covered in Bid. Owner provides installer of access control unit.

Estimated total cost above is \$ 42,980.00

Respectfully,



Mark Johnson,
General Contractor

