

**AMENDMENT NO. 2 TO AGREEMENT WITH COUNTY OF SANTA BARBARA  
Agricultural Commissioner Lease  
Solvang Veterans Building**

This Amendment is entered into this 14<sup>th</sup> day of July 2008, between the City of Solvang, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "City", and County of Santa Barbara, a body politic, hereinafter referred to as "County."

The attached Amendment for lease of space for the County Agricultural Commissioner Office in Solvang, located at the Solvang Veteran's Building is hereby incorporated herein by this reference as though fully set forth at this point.

City and County agree to revise **Paragraph 3 Term**; in order to continue such lease until June 30, 2011.

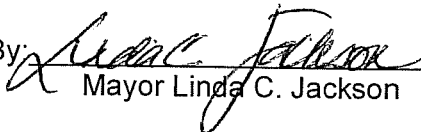
City and County agree to revised **Paragraph 4 Rent**; to the sum of \$224.35 per month. Annual CPI adjustments will continue to apply for the term of the Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

**APPROVED AS TO FORM:**

By:   
City Attorney Roy Hanley

**CITY OF SOLVANG**

By:   
Mayor Linda C. Jackson

**ATTEST:**

**MICHAEL BROWN**  
Clerk of the Board of Supervisors

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

**APPROVED AS TO FORM**

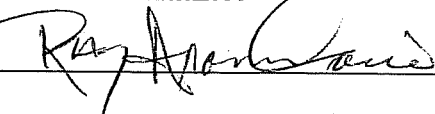
**COUNTY COUNSEL**

By: 

**APPROVED AS TO  
ACCOUNTING FORM  
ROBERT GEIS  
AUDITOR-CONTROLLER**

By: 

**APPROVED AS TO LIABILITY  
RISK MANAGEMENT**

By: 



**AMENDMENT TO AGREEMENT WITH COUNTY OF SANTA BARBARA  
Agricultural Commissioner Lease  
Solvang Veterans Building**

This Amendment is entered into this 11<sup>th</sup> day of July 2005, between the City of Solvang, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "City", and County of Santa Barbara, a body politic, hereinafter referred to as "County."

The attached Amendment for lease of space for the County Agricultural Commissioner Office in Solvang, located at the Solvang Veteran's Building is hereby incorporated herein by this reference as though fully set forth at this point.

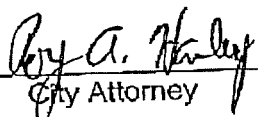
City and County agree to revise **Paragraph 3 Term**; in order to continue such lease until June 30, 2008.


City and County agree to revised **Paragraph 4 Rent**; to the sum of \$200 per month. Annual CPI adjustments will continue to apply for the term of the Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

**APPROVED AS TO FORM:**

**CITY OF SOLVANG**

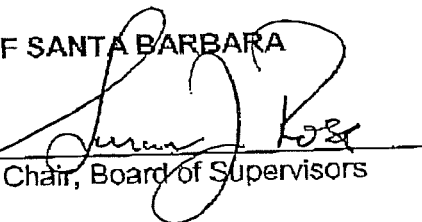
By:   
City Attorney

By:   
Mayor

**ATTEST:**  
**MICHAEL BROWN**  
Clerk of the Board of Supervisors

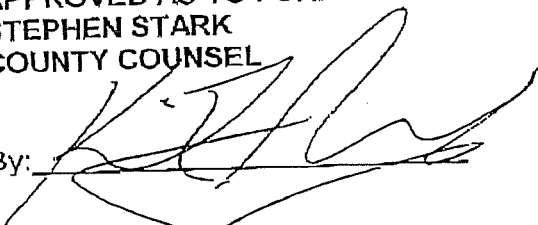
**COUNTY OF SANTA BARBARA**

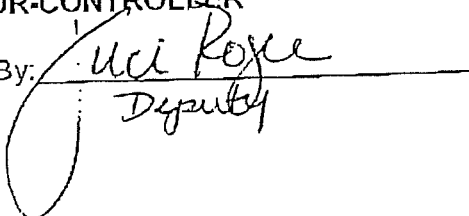
By:   
Deputy Clerk

By:   
Chair, Board of Supervisors

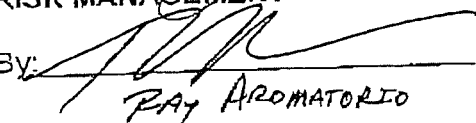
**APPROVED AS TO FORM**  
**STEPHEN STARK**  
COUNTY COUNSEL

**APPROVED AS TO**  
**ACCOUNTING FORM**  
**ROBERT GEIS**  
AUDITOR-CONTROLLER

By: 

By:   
Deputy

**APPROVED AS TO LIABILITY**  
**RISK MANAGEMENT**

By:   
RAY AROMATORIO



Project: Solvang Ag Commission  
A.P.N.: 139-150-024  
Folio: WX 3427  
Agent: DG

**LEASE AGREEMENT**  
**(Santa Barbara County Code Section 12A10)**

**1. BASIC LEASE PROVISIONS:**

- 1.1. **Parties:** This Lease (hereinafter "Agreement") is made by and between the County of Santa Barbara (hereinafter "COUNTY"), and the City of Solvang (hereinafter "LESSOR").
- 1.2. **Administration & Enforcement:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Santa Barbara County Agricultural Commissioner.
- 1.3. **Notices:** All notices under this Agreement and in connection herewith shall be addressed and delivered as follows:

**COUNTY:** County of Santa Barbara  
Santa Barbara County Agricultural Commission  
263 Camino Del Remedio  
Santa Barbara, CA 93101-1335

**LESSOR:** City of Solvang  
1644 Oak Street  
P.O. Box 107  
Solvang, CA 93464-0107

- 1.4. **Building:** Owned by LESSOR and located at 1745 Mission Drive in the City of Solvang, County of Santa Barbara, State of California, commonly known as the Veteran's Hall (hereinafter "Building"), more particularly described as County Assessor's Parcel Number: 139-150-024 (hereinafter "Property"), shown as the diagonally-slashed section of Exhibit "A", attached hereto and incorporated herein by reference.
- 1.5. **Leased Space:** That certain 150 square foot commercial office space located adjacent to the south state entrance to the Building (hereinafter "Premises").
- 1.6. **Signs:** COUNTY, at its sole cost and expense, shall have the right to install signs on the Premises, subject to approval by LESSOR.
- 1.7. **Term:** The term of this Agreement shall be for a period of approximately three (3) years, commencing on or about July 1, 2002, ("Commencement Date") and expiring on June 30, 2005, subject to such provisions for termination and renewal as contained herein.
- 1.8. **Base Rent:** The Base Rent shall be ONE HUNDRED EIGHTY DOLLARS (\$180.00) per month, payable in advance on the first day of each month, beginning on the Commencement Date.

WX 3427

LESSOR hereby leases to COUNTY, and COUNTY hereby takes from LESSOR, the Premises, for the term, at the rental, and upon all the terms, covenants and conditions set forth herein.

2. **RENT:** COUNTY shall pay the sum of \$180.00 per month, in advance on or before the first day of each month. All payments shall be sent to LESSOR at the address stated in paragraph 1.3, NOTICES, herein above. LESSOR shall execute and return such forms as COUNTY may require for processing the request for rent payments so that rent may be paid in a timely manner. The rent due for any period, which is less than one (1) calendar month shall be prorated based upon a thirty- (30) day month.

3. **BASE RENT ADJUSTMENT:** The rent provided in Section 2, **RENT**, herein above, shall be subject to an annual Consumer Price Index (CPI) adjustment. Upon each and every anniversary of the Commencement Date the monthly rent hereunder shall be increased from the monthly rent payable during the immediately preceding year of the term by the same percentage which the CPI (as hereinafter defined) has increased during the year immediately preceding said next scheduled adjustment.

Solely for the purpose of computing the percentage increase by which the rental payment for the renewed term shall be adjusted, the month of February immediately preceding the date of that increase shall be considered the ending month of the previous year of the term.

The CPI, to which reference is made in this section, is the Index issued by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Los Angeles-Anaheim-Riverside area, All Items, Base Index 1982-1984=100, or if the Index shall no longer be published, then any successor or comparable index which is mutually acceptable to the parties to this Agreement.

4. **HOLDING OVER:** Should COUNTY occupy the Premises after expiration of this Agreement with the consent of LESSOR, expressed or implied, such possession shall be construed to be a tenancy from month-to-month and COUNTY shall pay LESSOR for such tenancy at the monthly rate in effect on the expiration date. This month-to-month tenancy may be terminated upon thirty (30) days written notice to LESSOR or COUNTY given at any time.

5. **ASSIGNMENT/SUBLETING:** COUNTY shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or part of COUNTY'S interest in this Agreement or in the Premises without LESSOR'S prior written consent, which shall not be unreasonably withheld.

6. **MAINTENANCE AND REPAIR:** LESSOR shall keep the Premises clean, in good order and repair and shall, upon receipt of notice from COUNTY that maintenance or repair work is required, perform or cause to be performed such maintenance and repair work in a competent, expeditious, and workman-like manner and in such a way as to cause the least inconvenience and disruption to COUNTY. LESSOR shall be responsible for all maintenance of the Premises except for damage caused by COUNTY, its agents or invitees.

LESSOR shall maintain all mains, wires (other than wiring installed by COUNTY), and cables to the Premises. LESSOR will contract and pay all charges for maintenance of the heating, ventilation, and air conditioning equipment (HVAC). COUNTY shall maintain and repair all wiring and cabling installed by COUNTY.

WX 3427

LESSOR shall have thirty (30) days after notice from COUNTY to make repairs and/or provide maintenance pursuant to this section, except that LESSOR shall make repairs immediately if the nature of the problem presents a hazard, emergency, or interferes with the work environment of COUNTY, e.g., plumbing, air conditioning, or heating systems. If LESSOR does not perform its obligations within the time limitations in this section, COUNTY may perform the obligations and shall have the right to be reimbursed for the sum it actually expends in such performance. If LESSOR does not reimburse COUNTY within thirty (30) days after demand from COUNTY, COUNTY shall have the right to withhold from future rent the sum COUNTY has expended until COUNTY is reimbursed in full.

7. **UTILITIES:** Lessor shall pay water, sewer, gas, electric and trash disposal. COUNTY shall pay for all telephone, data and cable television serving the Premises.

8. **ALTERATIONS:** COUNTY shall have access to the roof for installation, access, and maintenance of communications equipment. It is expressly understood by COUNTY that such communications equipment shall not interfere with any existing or proposed cell phone equipment. COUNTY agrees that, after occupancy, no alterations or improvements shall be constructed on the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

9. **PROPERTY SUPPLIED BY COUNTY:** It is understood and agreed that COUNTY may install additional equipment and systems, such as, but not limited to: security, water purification, data, and telephones, as well as using and installing numerous lateral files that are required to be installed with anchors into the building walls in order to comply with safety standards. COUNTY shall pay the cost of all equipment, installation, maintenance, and monthly charges for said internal systems. All such equipment and systems shall remain the property of COUNTY and shall be removed by COUNTY upon termination of this Agreement. COUNTY shall restore all walls to their condition at occupancy, reasonable wear and tear excepted.

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

11. **COMPLIANCE WITH THE LAW:** COUNTY and LESSOR shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, ordinances, and regulations in effect during the term or any part of the term hereof; which regulate use of the Premises.

12. **INDEMNIFICATION:** LESSOR shall defend, indemnify and save harmless COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable 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 or

WX 3427

employees; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of COUNTY.

COUNTY shall defend, indemnify and save harmless LESSOR, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable 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 or employees; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of LESSOR.

COUNTY shall notify LESSOR immediately in the event of any accident or injury arising out of or in connection with this Agreement.

13. **COUNTY SELF-INSURANCE PROGRAM:** LESSOR understands and acknowledges that the COUNTY is permissively self-insured for Workers Compensation. Documentation of self-insurance as authorized by the State of California will be provided if requested.

COUNTY is self-insured for General and Automobile Liability Insurance. Documentation will be provided to LESSOR evidencing the \$500,000 self-insured retention by the COUNTY and the remaining coverage evidenced by a Certificate of Insurance for Excess Liability Coverage up to \$1,000,000.

COUNTY shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

14. **LESSOR'S INSURANCE OBLIGATION:** LESSOR shall maintain property insurance on the Property throughout the Agreement. In the event LESSOR enters into a self-insurance program for property coverage, the LESSOR shall include the property of this agreement in any such program.

COUNTY shall maintain property insurance for personal effects, including supplies, furniture and tenant improvements.

15. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** COUNTY and LESSOR hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or LESSOR, as the case may be, to their respective property 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 LESSOR against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

16. **NON-DISCRIMINATION:** LESSOR 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 therefore.



WX 3427

17. **NOTICES:** All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified in Section 1.3 Notices, above, or to such other address designated by the party as provided herein.

18. **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 twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) 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.

19. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

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

A. Upon expiration of the term, as provided in Sections 1.7, TERM; or

B. Upon discrimination by LESSOR in violation of Section 16, NON-DISCRIMINATION; or

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 18, DEFAULT.

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

22. **FIXTURES:** The parties agree that all improvements to, or fixtures on, the Premises, made or added by either party, except trade fixtures added by COUNTY that may be removed as hereinafter provided, shall be and become the property of LESSOR upon their being affixed or added to the Premises. At the termination of the term hereof, COUNTY may remove such trade fixtures as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.

23. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LESSOR may be merged.

WX 3427

24. **AGENCY DISCLOSURE:** LESSOR acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSOR, nor a dual agent in this transaction.

25. **CAPTIONS:** The title or 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.

26. **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.

27. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

28. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties.

29. **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.

30. **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.

31. **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 any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions 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.

32. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

Project: Solvang Ag Commission  
A.P.N.: 139-150-024  
Folio: WX 3427  
Agent: DG

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

ATTEST:

\_\_\_\_\_  
City Clerk

"LESSOR"  
CITY OF SOLVANG

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

APPROVAL AS TO FORM:

\_\_\_\_\_  
City Attorney

"COUNTY"  
COUNTY OF SANTA BARBARA

By: *Ronald Cortez*  
Ronald Cortez, Director  
General Services Department

Date: 12/20/07

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: *[Signature]*  
Deputy

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

By: *[Signature]*  
Deputy

APPROVED:  
*[Signature]*  
Ron Carentine, SR/WA  
Real Property Manager

APPROVED:  
*[Signature]*  
John A. Romer, M.B.A., A.R.M.  
Risk Manager

