

Project: DSS Benefit Call Center at 1318 So.
Broadway, SM
APN: 128-066-005 (Portion)
Folio: 003539
Agent: AC

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made by and between the

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

and

SANTA MARIA BROADWAY PLAZA II, LLC, a California limited liability company, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, LESSOR is the owner of the property and improvements commonly known as 1318 South Broadway, Santa Maria, CA (hereinafter "Property"), also known as a portion of Santa Barbara County Assessor Parcel Number 128-066-005, and shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and LESSOR entered into a Lease Agreement (hereinafter "Agreement") dated March 25, 2008, for the purpose of leasing to COUNTY that portion of the Property identified as approximately 30,000 square feet of commercial office space, shown as the cross-hatched area of Exhibit "B", attached hereto and incorporated herein by reference (hereinafter "Premises"), to be used by the COUNTY's Department of Social Services as Benefit Call Center for an initial period of five (5) years plus two (2) extension options of five (5) years each; and

WHEREAS, COUNTY and LESSOR desire to further amend the Lease Agreement to extend for an additional term of five (5) years commencing August 1, 2023 and terminating on July 31, 2028 with two (2) additional 5-year options to extend; and to amend the terms of the Shared Maintenance and Repair responsibilities to include a newly purchased generator by COUNTY, maintained by General Services Facilities Division and Vehicle Operations Division, as set forth in Exhibit "D", attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the provisions, covenants and conditions contained herein, the LESSOR and COUNTY agree to amend the original Agreement as follows:

1. Section 4, TERM: is hereby further amended by addition of the following:

"The term of this Agreement shall be extended for a period of five (5) years commencing August 1, 2023 and terminating on July 31, 2028, subject to other provisions for termination and extension as herein contained."

2. Section 5, EXTENSION AND RENEWAL: is hereby deleted in its entirety and replaced with the following:

“Provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY is hereby granted two (2) options to renew this Agreement from and after the expiration of the original term, as follows:

Option #1, 5-year period	August 1, 2028 through July 31, 2033
Option #2, 5-year period	August 1, 2033 through July 31, 2038

COUNTY may exercise said options to renew by providing written notice to LESSOR at least three to six months prior to the expiration of the then-current term.

3. Section 16 (B), SHARED MAINTENANCE AND REPAIR: is hereby further amended by addition of the following:

“SHARED MAINTENANCE AND REPAIR: Upon the expiration of such warranty, LESSOR and COUNTY agree to perform maintenance and repair to the Premises and appurtenances as said responsibilities are set forth in Exhibit “D”, attached hereto and incorporated herein by reference.”

LESSOR installed the Generator at no charge. It was installed on March 20, 2021 but is not yet operational. Projected estimate of annual maintenance costs will be maintained by General Services Facilities Division and Vehicle Operations Division:

- Bi-weekly testing by Facilities staff at a total annual cost of \$1,200;
- Monthly review of generator at a total annual cost of \$900;
- Troubleshooting during failures at a projected total annual cost of \$500;
- Annual permit fee of \$450 for APCD certification;
- Annual permit fee of \$350 for CERS certification; and
- Maintenance by Fleet Services at a total annual cost \$500.

4. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated March 25, 2008, shall remain in full force and effect.

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Sheila LaGuerra*
Deputy Clerk

By: *Joan Hartmann*
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: 7-12-22

RECOMMEND FOR APPROVAL:

DocuSigned by:
By: *Daniel Nielson*
11A5E47EB26A45A...
Daniel Nielson, Director
Director of Social Services

"LESSOR"
SANTA MARIA BROADWAY PLAZA II, LLC
DocuSigned by:
By: *Clint Pearce POA for Phyllis Madonna*
69917AAAE1646B...
Phyllis Madonna, President

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Johannah Hartley*
C156A3FB83F7454...
Johannah Hartley
Senior Deputy Counsel

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

By: *[Signature]*
88D7C6FF7A444AE...
Deputy Auditor-Controller

APPROVED:

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

APPROVED:
GREG MILLIGAN, ARM
RISK MANAGER

DocuSigned by:
By: *Gregory Milligan*
53A8AAB798BA4D7...
Risk Management

EXHIBIT "A"
The Property

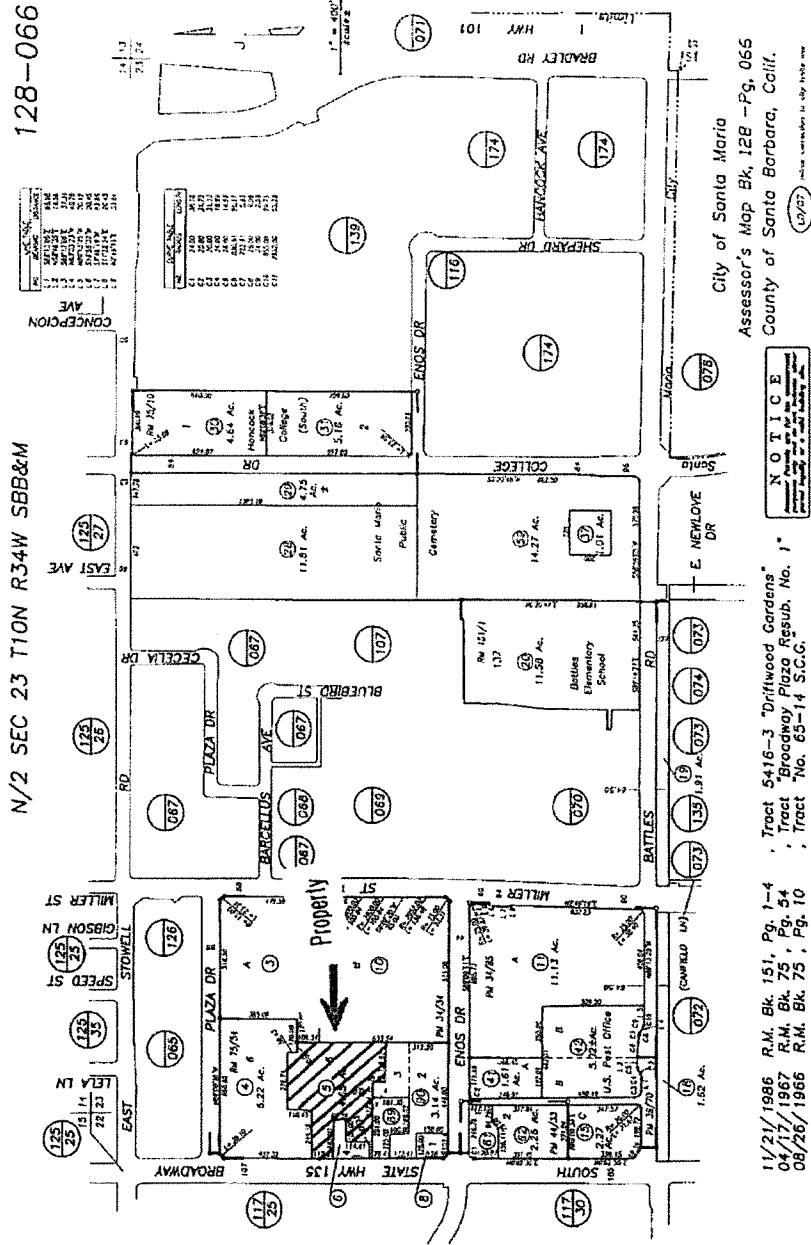


EXHIBIT "D"
MAINTENANCE AND REPAIR RESPONSIBILITIES

ITEM NO. ITEM	NOT APPLICABLE	COUNTY	LESSOR
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
County Purchased Generator		X	

*LESSOR shall be responsible for removal of graffiti within 48 hours of being aware of its appearance.

ITEM NO. ITEM	NOT APPLICABLE	COUNTY	LESSOR
2. Building Interior			
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)			X
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		
County Purchased Generator Lines		X	
Phones		X	
Towel Racks	X		

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	LESSOR
	Garbage Disposal			X
	Refrigerator/ Microwave		X	
	Stove			
	Counter Tops, replacement		Clean	X
	Cabinets, replacement		Clean	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
ITEM NO.	ITEM	NOT APPLICABLE	COUNTY LESSOR
	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
	Electrical Fuses, Interior		X
	Electrical Receptacle, Switches, Interior		X
	Electrical Central Switches		X
	Elevator		X
	Heating		X
	Air Conditioning		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
ITEM NO. ITEM	NOT APPLICABLE	COUNTY	LESSOR
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)		Interior	Exterior

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		Interior	Exterior
Exterminating			X
Carpet Replacement, Linoleum Replacement, and/or Tile Replacement			X
Lawn mower, repair and maintenance			X
Building Foundation			X
Flooring (wood & concrete)			X
Utility mains & appurtenances			X

**If breakage is caused by COUNTY'S employees or contractors, COUNTY shall be responsible for replacement.