



**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

Department Name: General Services
Department No.: 063
For Agenda Of: February 11, 2014
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: General Services Matthew P. Pontes, Director (805) 560-1011
Child Support Carrie Topliffe, Director (805) 568-2326
Services
Contact Info: Greg Chanis, Assistant Director (805) 568-3096
Shirley Moore, Child Support Services Business Manager
(805)568-2329

SUBJECT: Child Support Services Fifth Amendment to Town Center Tower Office Lease, in Santa Maria, Fifth District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the attached original and duplicate original Fifth Amendment to Town Center Tower Office Lease (Fifth Amendment) between the County of Santa Barbara (County) and Burt E. Fugate Trustee of the Burt E. Fugate Trust and the Anne LeFever Trust (Landlord), to extend the term by three years, with two additional options to extend the term for three years each, which may be exercised by the Director of General Services, or designee; and reduce the monthly rent from \$17,714.99 to \$15,373.50, effective March 1, 2014 (Fifth District); and
- b) Determine that the proposed action is exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15301, Existing Facilities, and approve and direct staff to file and post the attached Notice of Exemption on that basis.

Summary Text:

The Board's action to approve the Fifth Amendment will allow the Santa Barbara County Department of Child Support Services to continue use of approximately 10,249 square feet of office space located at 201 South Miller Street, in Santa Maria, for a period of three additional years, with two subsequent three

year options to renew, for a monthly rent payment of Fifteen Thousand Three Hundred Seventy Three and 50/100 Dollars (\$15,373.50) per month, based on a modified gross amount of \$1.50 per square foot per month. After one year from the commencement of this Fifth Amendment, County will have the option to vacate suite 210 to reduce the amount of office space occupied by 1,740 square feet, and reduce monthly rent proportionally.

Background: Child Support Services has been leasing office space at 201 South Miller Street in Santa Maria since March 1, 1990. The original Lease was executed between the County and Santa Maria Office Investments No. 2, the landlord at the time, and consisted of only Suite 202. Due to an increase in staff in 1996, the County executed an amendment to the Lease, expanding the leased space by 3,240 square feet by including Suites 202-206. On April 23, 2002, another amendment to the Lease further expanded County office space by 1,740 square feet, by including Suite 210. In 2009, due to reduced State budget allocations, Child Support Services had to take steps to reduce costs. The Department closed its Lompoc office and consolidated its North County operations into this Santa Maria facility. Child Support Services now operates two office locations within the County; the other being in Santa Barbara.

The base rent for the 10,249 square foot office space has been reduced from \$17,714.99 to \$15,373.50 per month, resulting in a base rent of \$1.50 per square foot per month. The County pays for utilities consisting of electricity, gas, telephone, data services, and janitorial services. The County also provides for interior maintenance and repair. The landlord will continue to pay for water, sewer, trash collection, and maintenance and repair of the exterior portions of the building. This Fifth Amendment will extend the lease term for three years through February 28, 2017, with two consecutive three-year options to renew. Execution of renewal options may be exercised by the Director of General Services by providing written notice to the landlord at least sixty (60) days prior to the expiration of the then-current term.

Execution of this Fifth Amendment will allow the County Department of Child Support Services to continue leasing office space at an existing private structure. There will be no expansion of use or any significant environmental impact. Therefore, this project is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15301 – Class 1, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that which exists at the time of the lead agency's determination.

Fiscal and Facilities Impacts:

Budgeted: Yes.

This lease was reviewed by the Debt Advisory Committee on October 18, 2013. The Landlord will provide maintenance and repair for the exterior portions of the building, surrounding grounds, and parking lot. The County, through the Department of Child Support Services, will maintain the interior of the building, and pay for electricity, gas, telephone, as well as data utilities and equipment serving the leased space. Child Support Services will pay monthly rent in the amount of \$15,373.50 plus monthly utility costs estimated to be \$1,350 from Fund 0057, Line Item 7580, Program 3000.

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

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| 1. Original & Duplicate Original Fifth Amendment | Office of Real Estate Services,
Attn: A. Hensley |
| 2. Copy of Fifth Amendment and Minute Order | Auditor-Controller, Financial Reporting
Attn: Betsy Shaffer |

**Upon execution by the Board, the Original and Duplicate Original will be returned to Burt E. Fugate and Anne LeFever, lessor, for final execution. A fully executed original will be returned to the Clerk of the Board for their file.*

Attachments:

1. Original and Duplicate Original Fifth Amendment to Town Center Tower Office Lease
2. Notice of Exemption