

Project: Third Amendment to 2007 Lease  
Agreement for VA Clinic  
APN: 059-140-024  
File No.: 003527

**THIRD AMENDMENT TO  
2007 LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO 2007 LEASE AGREEMENT** (hereinafter "Third Amendment") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "LESSOR"), and the United States of America, (hereinafter "GOVERNMENT"), in regards to the Lease Agreement between LESSOR and GOVERNMENT that became effective October 1, 2007 (hereinafter "Lease" or "Lease No VA0262-R-0115"), and incorporates the provisions of the LEASE AMENDMENT No. P00010, as well as the FIRST LEASE AMENDMENT (hereinafter "First Amendment" or SLA No. P00003) and the SECOND LEASE AMENDMENT (hereinafter "Second Amendment" or P00010), included herein.

**WHEREAS**, LESSOR is the owner of the real property and building located at 4440 Calle Real, in the unincorporated area of Santa Barbara County; and

**WHEREAS**, GOVERNMENT has been leasing an approximately 6,700 square foot portion of the building (hereinafter "Clinic"), pursuant to the Lease, for the purpose of maintaining a Veterans Administration outpatient clinic providing certain medical services to Veterans; and

**WHEREAS**, the Lease provided GOVERNMENT an initial term of five years, from October 1, 2007 through September 30, 2012, with three five-year renewal options; and

**WHEREAS**, the First Amendment renewed the Lease for the initial five-year option period from October 1, 2012, through September 30, 2017; deleted the two subsequent renewal options as inconsistent with the authority of GOVERNMENT'S local Contracting Officer; and adjusted the automatic annual rental increase from three percent (3%) to one and one-half percent (1.5%); and

**WHEREAS**, the Second Amendment renewed the Lease term for a period of twelve (12) months commencing October 1, 2017, through September 30, 2018, at the current fixed monthly rent of \$23,659.71 and included LESSOR provided touch-up painting and repair/replacement of flooring as needed to maintain building standards; and

**WHEREAS**, GOVERNMENT herein requests amending the lease to: 1) extend the term for a period of twenty-four (24) months from October 1, 2018 through September 30, 2020, at the fixed monthly rate of \$23,659.71; 2) grant the General Services Director, or designee, to approve amendments within this extension capping costs for tenant improvements in the amount of \$45,000 annually, and LESSOR to provide touch-up paint and repair/replace flooring as needed to maintain building standards; and 3) except as provided herein, all terms and conditions of the Lease, First and Second Amendments remain unchanged and in full force and effect.

**NOW, THEREFORE**, in consideration of the promises, covenants and condition herein contained, LESSOR and GOVERNMENT agree to Lease Amendment No P00013 as follows:

## US DEPARTMENT OF VETERANS AFFAIRS

LEASE AMENDMENT NO. P00013

## LEASE AMENDMENT

TO LEASE NO. VA262-R-0115

## ADDRESS OF PREMISES

Santa Barbara Community Based Outpatient Clinic  
4440 Calle Real  
Santa Barbara CA 93101

THIS AMENDMENT is made and entered into between  
SANTA BARBARA COUNTY OF  
whose address is

1105 SANTA BARBARA ST 2ND FL EAST WING CT HOUSE

SANTA BARBARA CA 931012007

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2018 as follows:

1. The Lease term is hereby extended for twenty-four (24) months commencing October 1, 2018 through September 30, 2020 at the current fixed monthly rate of \$23,659.71.
2. Lessor shall provide touch-up paint as needed to maintain building standards for the leased space at Lessor's expense which may include moving and returning of furniture and equipment as needed. Lessor shall repair or replace flooring as needed to maintain building standards during the term of this extension.
3. The signature authority for the Lessor for approval of Tenant Improvements in an amount not to exceed \$45,000 annually shall be the Santa Barbara County Director of General Services or Designee.
4. Except as provided herein, all terms and conditions of this Lease remains unchanged and in full force and effect. All other terms and conditions remain unchanged.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

## FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: *See attached page.*  
Date: \_\_\_\_\_

## FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Alan Trinh  
Title: Lease Contracting Officer  
Department of Veterans Affairs  
Date: \_\_\_\_\_

## WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project: Third Amendment to 2007  
Lease Agreement for VA Clinic  
APN: 059-140-024  
File No. 003527

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

**"LESSOR"**

County of Santa Barbara, a political subdivision of  
State of California

**ATTEST:**

MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Dated: \_\_\_\_\_

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


**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

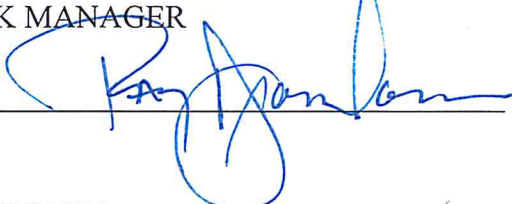
**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA, CFO  
AUDITOR-CONTROLLER

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

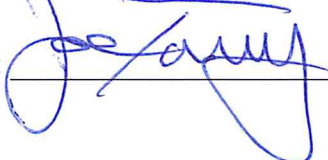
**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

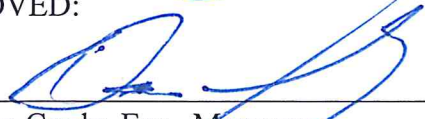
By:  \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:  \_\_\_\_\_ on behalf:

**APPROVED:**

By:  \_\_\_\_\_  
Don Grady, Esq., Manager  
Real Property Division



Project: Third Amendment to 2007 Lease  
Agreement for VA Clinic  
APN: 059-140-024  
File No.: 003527

**THIRD AMENDMENT TO  
2007 LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO 2007 LEASE AGREEMENT** (hereinafter "Third Amendment") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "LESSOR"), and the United States of America, (hereinafter "GOVERNMENT"), in regards to the Lease Agreement between LESSOR and GOVERNMENT that became effective October 1, 2007 (hereinafter "Lease" or "Lease No VA0262-R-0115"), and incorporates the provisions of the LEASE AMENDMENT No. P00010, as well as the FIRST LEASE AMENDMENT (hereinafter "First Amendment" or SLA No. P00003) and the SECOND LEASE AMENDMENT (hereinafter "Second Amendment" or P00010), included herein.

**WHEREAS**, LESSOR is the owner of the real property and building located at 4440 Calle Real, in the unincorporated area of Santa Barbara County; and

**WHEREAS**, GOVERNMENT has been leasing an approximately 6,700 square foot portion of the building (hereinafter "Clinic"), pursuant to the Lease, for the purpose of maintaining a Veterans Administration outpatient clinic providing certain medical services to Veterans; and

**WHEREAS**, the Lease provided GOVERNMENT an initial term of five years, from October 1, 2007 through September 30, 2012, with three five-year renewal options; and

**WHEREAS**, the First Amendment renewed the Lease for the initial five-year option period from October 1, 2012, through September 30, 2017; deleted the two subsequent renewal options as inconsistent with the authority of GOVERNMENT'S local Contracting Officer; and adjusted the automatic annual rental increase from three percent (3%) to one and one-half percent (1.5%); and

**WHEREAS**, the Second Amendment renewed the Lease term for a period of twelve (12) months commencing October 1, 2017, through September 30, 2018, at the current fixed monthly rent of \$23,659.71 and included LESSOR provided touch-up painting and repair/replacement of flooring as needed to maintain building standards; and

**WHEREAS**, GOVERNMENT herein requests amending the lease to: 1) extend the term for a period of twenty-four (24) months from October 1, 2018 through September 30, 2020, at the fixed monthly rate of \$23,659.71; 2) grant the General Services Director, or designee, to approve amendments within this extension capping costs for tenant improvements in the amount of \$45,000 annually, and LESSOR to provide touch-up paint and repair/replace flooring as needed to maintain building standards; and 3) except as provided herein, all terms and conditions of the Lease, First and Second Amendments remain unchanged and in full force and effect.

**NOW, THEREFORE**, in consideration of the promises, covenants and condition herein contained, LESSOR and GOVERNMENT agree to Lease Amendment No P00013 as follows:

## US DEPARTMENT OF VETERANS AFFAIRS

## LEASE AMENDMENT

LEASE AMENDMENT NO. P00013

TO LEASE NO. VA262-R-0115

## ADDRESS OF PREMISES

Santa Barbara Community Based Outpatient Clinic  
4440 Calle Real  
Santa Barbara CA 93101

THIS AMENDMENT is made and entered into between  
SANTA BARBARA COUNTY OF  
whose address is

1105 SANTA BARBARA ST 2ND FL EAST WING CT HOUSE

SANTA BARBARA CA 931012007

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2018 as follows:

1. The Lease term is hereby extended for twenty-four (24) months commencing October 1, 2018 through September 30, 2020 at the current fixed monthly rate of \$23,659.71.
2. Lessor shall provide touch-up paint as needed to maintain building standards for the leased space at Lessor's expense which may include moving and returning of furniture and equipment as needed. Lessor shall repair or replace flooring as needed to maintain building standards during the term of this extension.
3. The signature authority for the Lessor for approval of Tenant Improvements in an amount not to exceed \$45,000 annually shall be the Santa Barbara County Director of General Services or Designee.
4. Except as provided herein, all terms and conditions of this Lease remains unchanged and in full force and effect. All other terms and conditions remain unchanged.

This Lease Amendment contains 3 pages.  
All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

## FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Alan Trinh  
Title: Lease Contracting Officer  
Department of Veterans Affairs  
Date: \_\_\_\_\_

## WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project: Third Amendment to 2007  
Lease Agreement for VA Clinic  
APN: 059-140-024  
File No. 003527

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

**"LESSOR"**

County of Santa Barbara, a political subdivision of  
State of California

**ATTEST:**

MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Dated: \_\_\_\_\_

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


**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

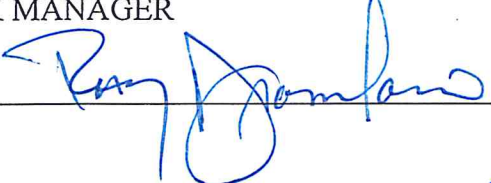
**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA, CFO  
AUDITOR-CONTROLLER

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

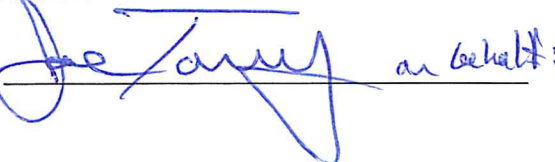
**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

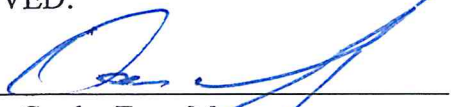
By:  \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:  \_\_\_\_\_  
on behalf:

**APPROVED:**

By:  \_\_\_\_\_  
Don Grady, Esq., Manager  
Real Property Division