

Project: Isla Vista Community Services
District
APN: 075-163-014
Folio: 003835
Agent: MP

THIRD AMENDMENT TO LEASE AGREEMENT

County Code 12A-10

THIS THIRD AMENDMENT TO LEASE AGREEMENT (hereinafter “Amendment”) is made by and between the

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

and

ISLA VISTA COMMUNITY SERVICES DISTRICT, a California Special District, organized under Government Code §61250, hereinafter referred to as “LESSEE”;

With reference to the following:

WHEREAS, COUNTY is the fee owner of a parcel of improved land, in the Isla Vista area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor’s Parcel Number 075-163-014, located at 970 Embarcadero Del Mar, Isla Vista, California; improved with an approximately 9,914 square foot professional office building and identified as the diagonally-slashed area of Exhibit “A”, (the “Property”); and

WHEREAS, LESSEE currently occupies Suite 101 (hereinafter the “Original Premises”) consisting of 581 square feet of Exclusive Space pursuant to the Second Amendment executed July 19, 2018; and

WHEREAS, LESSEE wishes to extend the Term one (1) year as well as lease 381 square feet of additional space located on the second floor, in the suite known as “Suite 201,” consisting of offices “A1” and “A2;” as shown on Exhibit “B”, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY desires to grant LESSEE a one (1) year extension of the Term and continued use of the Original Premises as well as use of Suite 201, thereby forming what is to now be referenced collectively as the “Premises”, to provide office space for management staff that will provide certain services to the community.

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

1. Section 2, LEASED PREMISES: is hereby deleted in its entirety and replaced with the following:

“Section 2: **LEASED PREMISES**: For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, the Premises, consisting of 581 square feet of Exclusive Space known as Suite 101, and 381 square feet of Exclusive Space known as Suite 201, totaling 962 square feet of Exclusive Space shown as the crosshatched areas on Exhibit “B”.

Additionally, LESSEE shall have non-exclusive use of the “Common Areas” comprising the first floor restrooms (included in the outlined area of Suite “101”), and “Community Resource Room”, also known as Suite “102”, shown on Exhibit “B”, as well as the area of Exhibit “B” page number 2 shown with dashed lines”

2. Section 3, PARKING/PARKING PERMITS: is hereby deleted in its entirety and replaced with the following:

“Parking will be administered by the use of permits issued by COUNTY (hereinafter "Parking Permits"). LESSEE shall receive five (5) Parking Permits, three (3) of which shall be associated to use of Suite 101 and two (2) of which associated to the use of Suite 201. Parking Permits are authorized in two parking areas: ten designated spots located on the Property and undesignated spots at the Solar Car Park, located at 881 Embarcadero Del Mar, in Isla Vista (hereinafter "Permitted Parking Areas"). The ten designated spots located on the Property will be on a first-come, first-served basis. All overflow vehicles shall park at the Solar Car Park, in any available parking space, excluding the reserved spots for Plaza Loft Residents. Permitted Parking Areas are further described in Exhibit "C", attached hereto and incorporated herein by reference.

Parking Permits will be issued by COUNTY; distribution of the Parking Permits, however, shall be managed by LESSEE. Parking Permits are intended solely for use by employees and agents of LESSEE. In addition to the designated permitted parking spots located on the Property, there are ten (10) open parking spaces that may be used by guests and clients of LESSEE. LESSEE and other tenants of the Property shall work together to address issues of unauthorized use or overuse of the parking lot.

COUNTY shall have the sole and absolute discretion to determine the location of permitted parking areas. COUNTY may, in its sole and absolute discretion, relocate the permitted parking spots, provided it remains consistent with County Coastal Zoning Code requirements.”

3. Section 4, PURPOSE AND USE: is hereby deleted in its entirety and replaced with the following:

“Section 4: **PURPOSE AND USE**: LESSEE’S use of the Property shall be limited to the provision of government services to the Isla Vista community and such other services as authorized pursuant to Government Code section 61250 et seq. LESSEE shall not use the Property for any other purposes without the express

written consent of COUNTY. In addition, LESSEE shall comply with all COUNTY security programs and policies as may be reasonably implemented regarding the Property.”

4. Section 5, TERM: is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall commence on the date of COUNTY’S execution of this Agreement (hereinafter “Commencement Date”), and terminate July 31, 2020, subject to such provisions for termination as contained herein; so long as the Property is used only for LESSEE’S operations and those operations are consistent with the purposes and uses set forth in this Agreement. COUNTY shall ensure that all mechanical and electrical systems serving the Premises are in proper working order prior to the Commencement Date.”

5. Section 6, SERVICES AS CONSIDERATION FOR RENT: is hereby deleted in its entirety and replaced with the following:

“Section 6: **RENT / SERVICES AS CONSIDERATION FOR RENT / COST OF LIVING ADJUSTMENT**: Gross monthly Rent shall be a total of One Thousand Two Hundred Nine Dollars and Sixty Cents (\$1,209.60), based on a rate of Two Dollars and Sixteen Cents (\$2.16) per square foot for both Exclusive Space and Common Area and adjusted as described below, paid in advance and due on or before the first day of every month. The gross fair rental value of the Premises includes all costs attributable to operation, maintenance, and repair of the property, and all utilities, except phone and data connectivity. LESSEE shall provide phone and data connectivity for the Premises, as well as janitorial services. This gross monthly Rent shall be calculated as follows:

Suite 101: As consideration for rent and in lieu of making a monetary payment, LESSEE agrees to provide services to COUNTY as outlined in Exhibit “E” attached hereto and incorporated herein by reference. COUNTY and LESSEE agree that the services stated in Exhibit "E" have a value not less than the gross fair rental value of Suite 101, or One Thousand Two Hundred Fifty-Four dollars and Ninety-Six Cents (\$1,254.96) per month based on Two Dollars and Sixteen Cents (\$2.16) per square foot for 581 square feet of Exclusive Space. The value of the services outlined in Exhibit “E” will be equal to the fair rental value of Suite 101 during any and all extensions of this Agreement.

Suite 201: Monthly rent for Suite 201 shall be One Thousand Two Hundred-Nine Dollars and Sixty Cents (\$1,209.60) per month, based on Two Dollars and Sixteen Cents (\$2.16) per square foot for 381 square feet of Exclusive Space and 1,176 square feet of Common Area Space, which LESSEE pays their proportionate share of 179 square feet.

Effective August 1, 2019, and any extension thereof this Agreement, the rental rate shall be increased by the same percentage as the increase in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor

for All Urban Consumers (1982-84=100), All Items, for the Los Angeles-Riverside-Orange County area (the "Index"). In no event shall the rent adjustment be less than one and one-half (1.5%) percent, nor higher than four (4%) percent annually.

The rent payment shall be increased in accordance with the following formula:

$$X = A \times B/C$$

X = Adjusted rent payment

A = Rent payment immediately in effect before the current Adjustment Date.

B = The monthly index in effect for the month of MAY immediately preceding the current Adjustment Date ("Adjustment Index")

C = The monthly index in effect for the month of MAY, 2019 (the "Base Index").

If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised."

6. Exhibit "B", THE PREMISES: is hereby deleted in its entirety and replaced with the attached pages titled "Exhibit B".
7. Exhibit "E" is hereby deleted in its entirety and replaced with the attached page titled "Exhibit E".
8. It is expressly understood that in all other respects, said terms and conditions of the original Lease Agreement, dated August 11, 2017, and amended by the First Amendment, dated May 1, 2018 and Second Amendment, dated July 19, 2018 shall be in full force and effect.

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

COUNTY OF SANTA BARBARA

Janette D. Pell, Director
General Services Department

(On behalf of the Board of Supervisors
pursuant to Santa Barbara County Code
Section 12A-10)

Date: _____

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

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy

By: _____
Scott Greenwood
Deputy County Counsel

APPROVED:

Don Grady, Manager
Real Property Division

APPROVED:

Ray Aromatorio, ARM, AIC
Risk Manager

(Signatures continue on next page)

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**“LESSEE”
ISLA VISTA COMMUNITY SERVICES DISTRICT**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit "B"
Suites 101 & 102

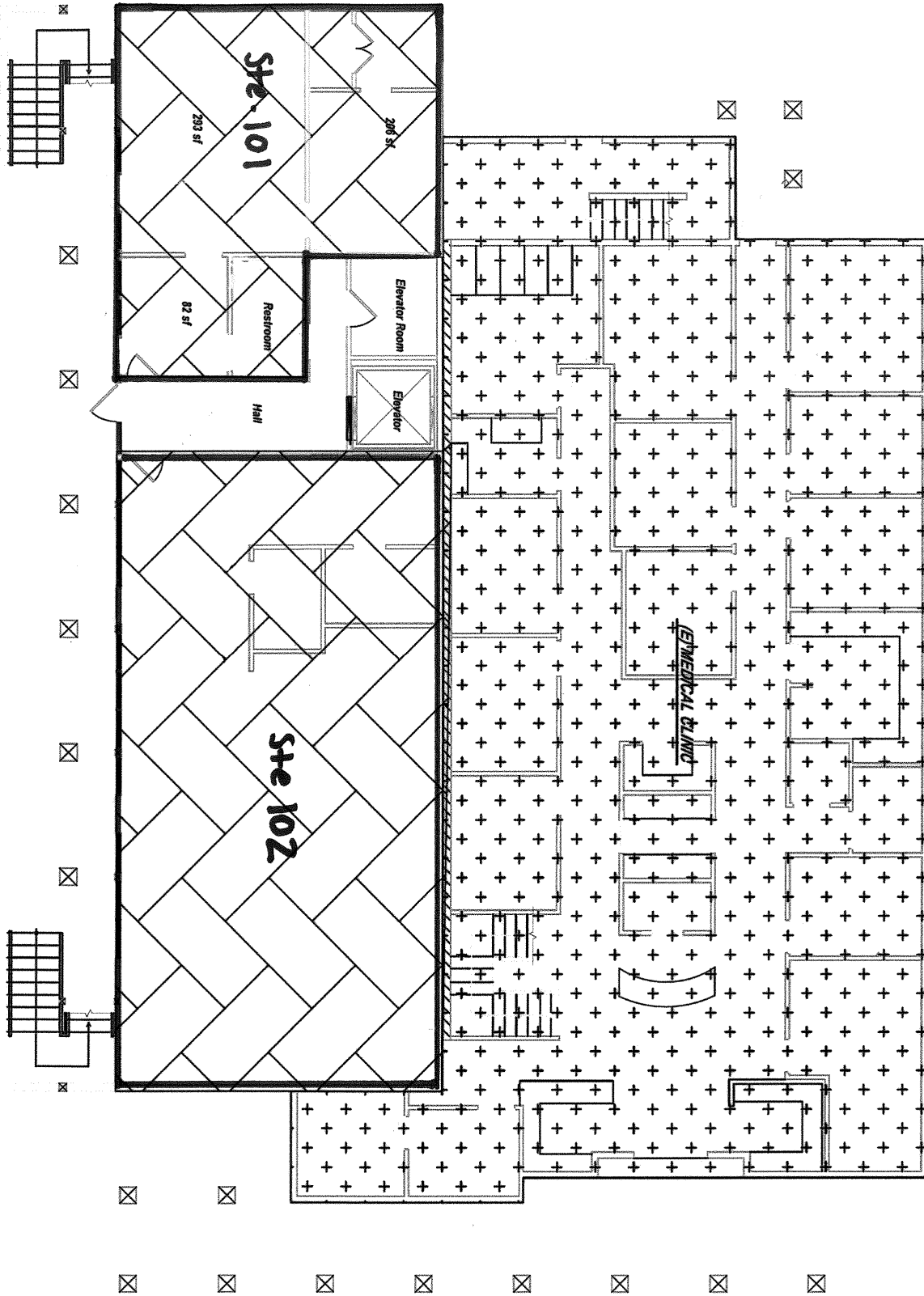
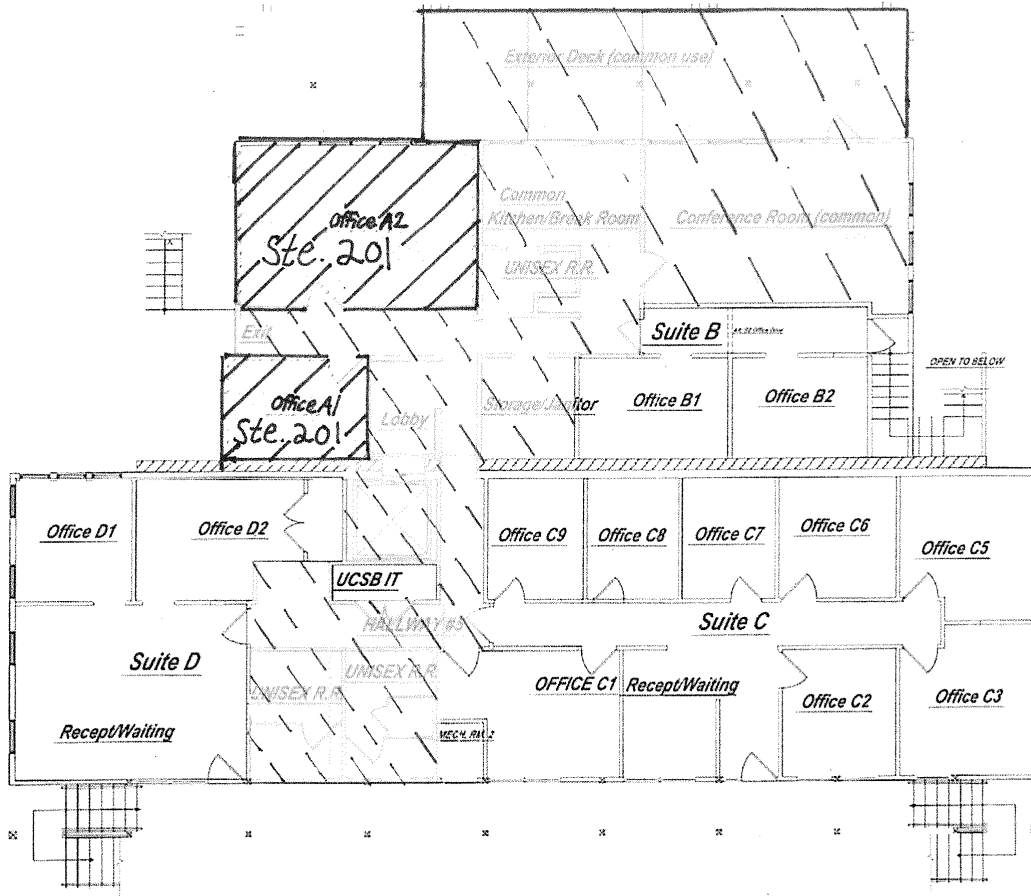



Exhibit "B"

Suite 201



 Common Area 1,176 SF

 The Premises 381 SF

EXHIBIT "E"

Lease Agreement between County of Santa Barbara General Services (GS) Department and the Isla Vista Community Services District (IVCSD) regarding office space in Isla Vista (IV) at 970 Embarcadero del mar to the IVCSD.

IVCSD agrees to provide the following services benefitting the County of Santa Barbara in exchange for a full rent credit for full and exclusive access to office space (Suite 101) as well as non-exclusive use of the adjacent Community Resource Room (Suite 102) at 970 Embarcadero del Mar in IV.

The IVCSD agrees to:

- Serve as a point of presence in helping to identify and communicate accordingly with GS staff maintenance or upkeep issues identified at 970 Embarcadero del Mar
 - i.e. Notify GS if outside trash cans are full, if Community Resource Room needs cleaning upkeep or if other building maintenance issues arise.
- Serve as point of contact for the building's other tenants relating to issues with the homeless population on the Property. Sheriff to be contacted upon IVCSD's discretion.
- Receive scheduling requests and facilitate appropriate community usage of the Community Resource Room at 970 Embarcadero del mar as follows:
 - IVCSD shall establish a calendar-reservation system for the Community Resource Room usage that will identify the user and use of the Room. IVCSD shall also complete the monthly log with each user as outlined on Exhibit "F" to be kept on file for COUNTY'S review for a period of 7 years, and forward copies quarterly commencing November 1, 2017 to COUNTY at the address listed in Section 24, NOTICES.
 - Managing a (set of) key(s) that unlock(s) the Community Resource Room
 - Locking and unlocking the Room as necessary
 - Contributing to basic upkeep of the Room
 - i.e. making sure trash is collected and properly disposed of after Room usage
- Take responsibility for changing the receipt paper at the County's solar Lot Parking meter at 881 Embarcadero del Mar, in Isla Vista as needed
 - GS will provide a training on how to properly operate the receipt function and will provide tool necessary for this function
- Monitor parking on the Property by placing warning letters on vehicles that do not adhere to the parking pass usage as set forth in the tenant leases at the building.

This contract is valid from July 1, 2017 to July 31, 2019.

List of key points of contact and titles:

- Ethan Bertrand, President of IVCSD Board (see lease for contact information)
- Key GS staff
 - Scott Hosking (see lease for contact information)
 - Skip Grey, Assistant Director of General Services Department (office: 805-568-3083)

The office space at 970 Embarcadero del Mar will need to be furnished by the IVCSD and shall be accessible by any IVCSD Board members and/or IVCSD interns. The office rent includes electricity, but the IVCSD is responsible for providing for its own telephone and internet access. The IVCSD is required to provide proof of liability insurance.