

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 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 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 oversee the Isla Vista Community Center, providing 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 modified to reflect the following:

“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.”

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 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**: Gross monthly Rent shall be One Thousand Six Hundred Twenty-One Dollars and Sixty Cents (\$1,621.60) and payable on or before the first of every month, apportioned per Suite as follows:

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

Rent for Suite 101 shall be Four Hundred-Twelve Dollars (\$412.00) per month based on a Fair Rental Value of One Thousand One Hundred Sixty-Two dollars (\$1,162.00) at a rate of Two Dollars (\$2.00) per square foot for 581 square feet of Exclusive Space, with LESSEE receiving a monthly discount in the amount of Seven Hundred-Fifty (\$750.00) as consideration for the services LESSEE agrees to provide 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 of not less than Seven Hundred Fifty Dollars (\$750.00) per month. The 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."

5. Exhibit "B", THE PREMISES: is hereby deleted in its entirety and replaced with the attached pages titled "Exhibit B".
6. Exhibit "E" is hereby deleted in its entirety and replaced with the attached page titled "Exhibit E".
7. 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 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

By: _____
Deputy

APPROVED:

Don Grady, Esq.
Real Property Manager

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel

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

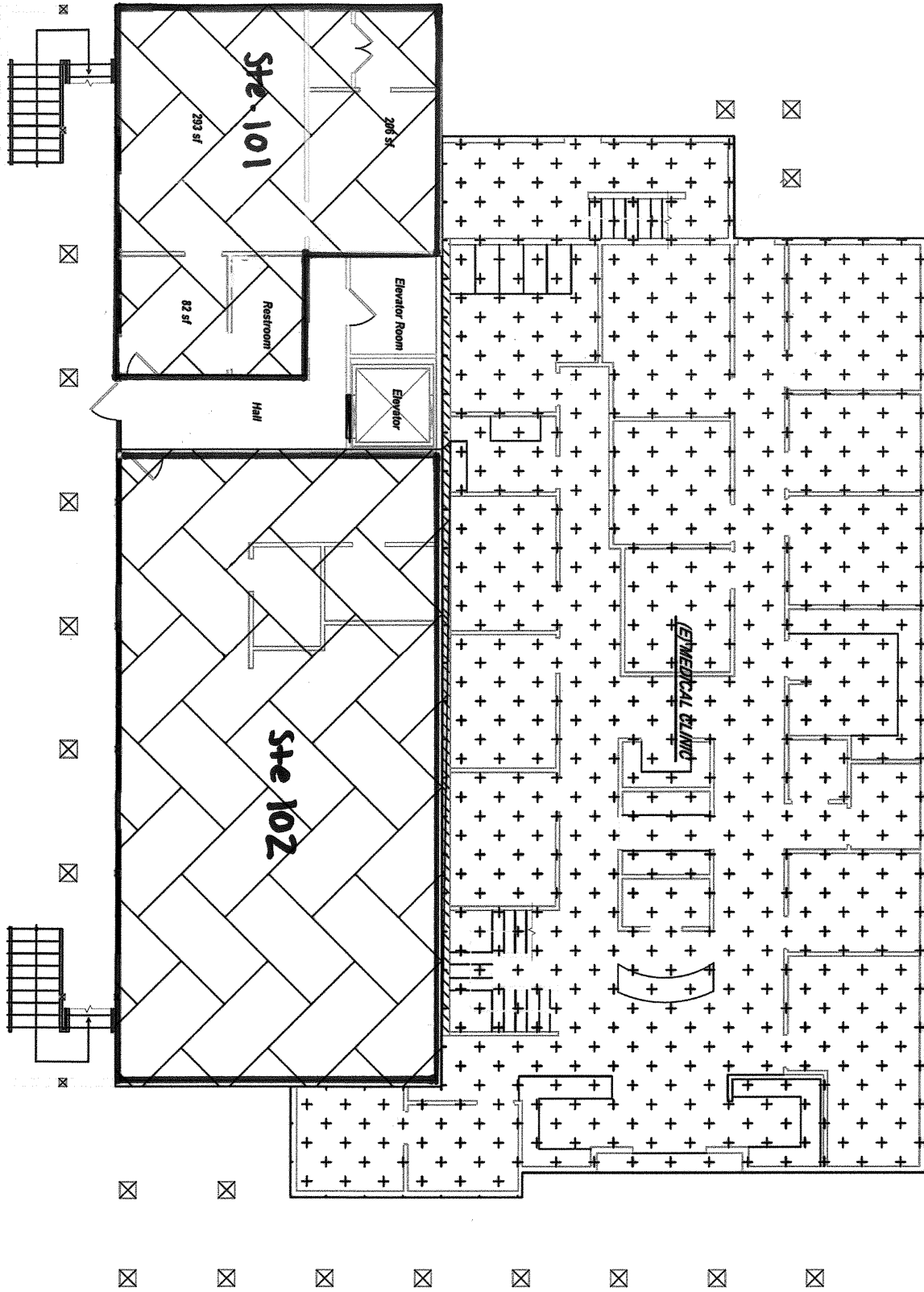
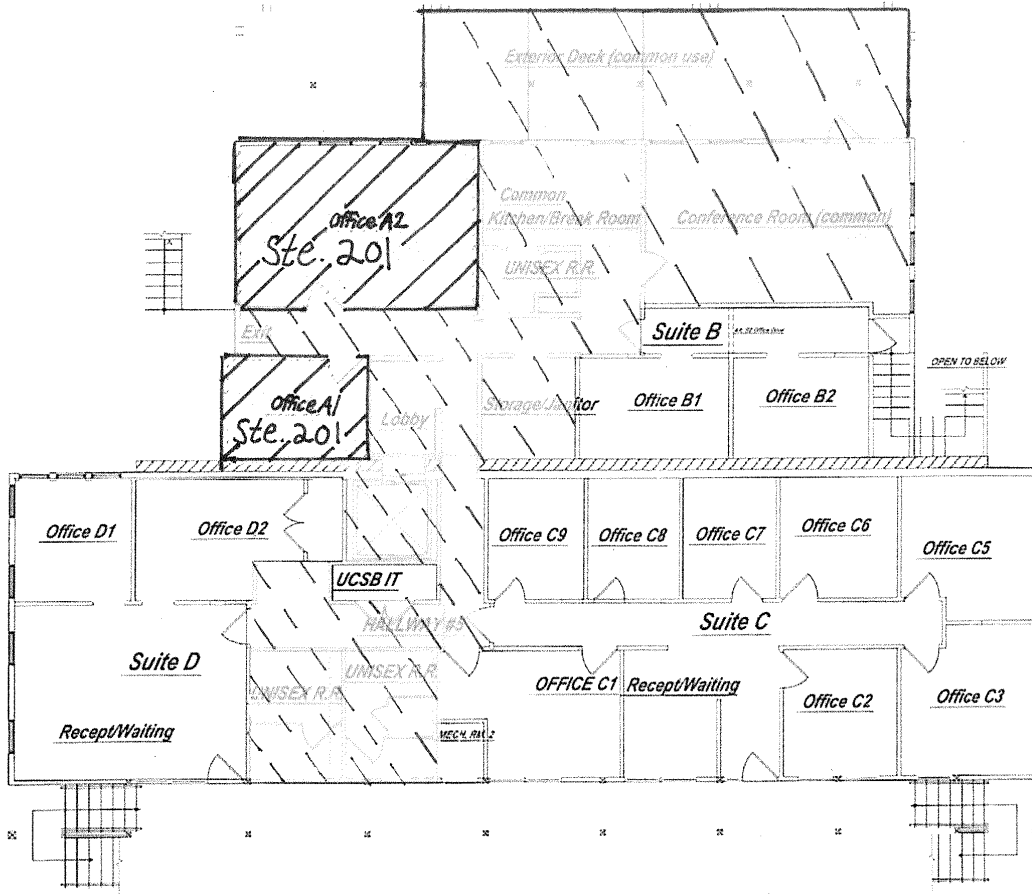


Exhibit "B"

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 \$750 per month 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.
- 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

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.