



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12539

Upon motion of Supervisor Potter, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Contracts/Purchasing Officer to execute the First Amendment to Lease Agreement A-12539, effective July 1, 2015, with the Low Income Family Enrichment Foundation, a California limited liability company, at 1000 South Main Street in Salinas, California, to fix the annual cost of living adjustment at 2.75%; include one (1) option 8 year extended term and two (2) optional ten year extended terms with free base rent at the end of the initial term; and extend the initial term an additional five (5) five months from July 31, 2023 to December 31, 2023.

PASSED AND ADOPTED on this 9th day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on June 9, 2015.

Dated: June 17, 2015
File ID: 15-0620

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

FIRST AMENDMENT TO COUNTY OF MONTEREY STANDARD LEASE AGREEMENT
1000 SOUTH MAIN STREET, SALINAS, CA

THIS FIRST AMENDMENT TO COUNTY OF MONTEREY STANDARD LEASE AGREEMENT (the "Amendment") is made by and between the County of Monterey ("LESSEE") and the Life Foundation Monterey, LLC ("LESSOR"), with reference to the following facts:

- A. LESSOR and LESSEE have previously entered into that certain County of Monterey Standard Lease Agreement dated on or about August 1, 2013 (the "Lease"), for the lease of real property, located in the City of Salinas, County of Monterey, State of California, commonly known as 1000 South Main Street, Suites 105, 210, and 311; and
- B. LESSOR and LESSEE now desire to amend the Lease, as more particularly set forth hereinafter.
- C. Unless otherwise defined herein, all capitalized terms used in the Amendment shall bear the same meanings as ascribed to them in the Lease.

NOW THEREFOR, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Lease Term: The Lease term set forth in Article 2 shall be extended from on or about July 31, 2023 to December 31, 2023 upon the same terms and conditions. This Amendment shall be subject to and contingent upon LESSOR placing \$1,500,000 into the Article 34 General Building Maintenance Fund Account under that certain Master Lease between LESSEE and LESSEE currently covering 81,877 square feet at 1000 S. Main Street (the "Master Lease") by August 1, 2015.
2. Extended Terms: Suites 105, 210, and 311 shall become base rent-free and only billed for the Expense Stop payments at the same per square foot rate and under the same terms as the Expense Stop payments for other space under the Master Lease effective as of January 1, 2024 and continuing through June 20, 2032 and any extended terms exercised by LESSEE under the Master Lease (through June 2052 if LESSEE exercises both 10 year extensions under the Master Lease). The initial expense stop shall be \$9,873.26 per month starting in January 2024 and increasing by 2.75% in June 2024 and each June thereafter. In the event that the expenses are greater than the expense stop for Behavioral Health's percentage of occupancy the shortfall shall be billed to and paid by Behavioral Health each month. In the event that the expenses are less than the expense stop the surplus shall be placed in a separate reserve account by the property manager for use solely by Behavioral Health for tenant improvements in its sole discretion. This account shall be

managed by the property manager and statements provided to Behavioral Health by such manager on a monthly basis.

3. Reaffirmation. Except as amended by this Amendment all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby reaffirmed and ratified.
4. Counterparts. This Amendment may be executed in counterparts, each of which when taken together shall be deemed one in the same instrument. An executed facsimile of the Amendment shall have the same force and effect as an original executed copy thereof.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this agreement as of the date set forth below.

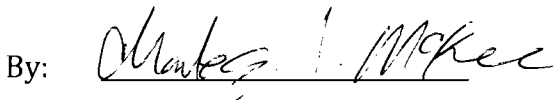
LESSEE (The County of Monterey)

By: 

Title: Contracts/Purchasing Officer

Date: 6.24.15

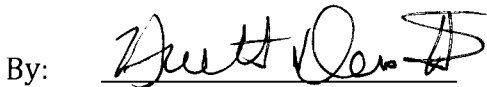
Approved as to Form (Monterey County Counsel)

By: 

Title: ~~Assistant~~ County Counsel

Date: 6-3-15

LESSOR (Life Foundation Monterey, LLC)

By: 

Title: Barnett Davis II, Executive Director

Date: 5/22/2015