

## FIRST AMENDMENT TO LEASE AGREEMENT NO. 28093

This Amendment to Agreement ("Amendment A") is entered into as of \_\_\_\_\_, 2019, between SAINT MARY PROPERTIES, LLC , referred to as "LESSOR" and the COUNTY OF TULARE, a political subdivision of the State of California, referred to as "COUNTY", with LESSOR and COUNTY together referred to as the "PARTIES ."

- A. COUNTY and LESSOR heretofore entered into Tulare County Agreement No. 28093, the "Lease", on May 23, 2017, pertaining to the lease of the real property located at 660 E. Visalia Rd., City of Farmersville, County of Tulare, State of California.
- B. The Lease Agreement was previously entered into with A1 Family Properties, LLC. Title of the real property was transferred to Saint Mary Properties, LLC on December 12, 2018.
- C. The PARTIES desire to clarify the payment of utilities, add language reflecting COUNTY's right to parking stalls in the carport area, and reimbursement for electrical work.

### ACCORDINGLY IT IS AGREED as follows:

1. Paragraph 1 of Tulare County Agreement No. 28093 is amended as of the date this Amendment to Lease is entered into to read, in full, as follows: **LEASE:** LESSOR leases to COUNTY, and COUNTY leases from LESSOR, the real property located at 660 E. Visalia Rd., Farmersville, County of Tulare, State of California, consisting of approximately 1,762 square feet of office space (the "Premises) and the exclusive use of 2 parking stalls located in the carport area on the North side of the Premises.
2. Paragraph 15 of Tulare County Agreement No. 28093 is amended as of the date this Amendment to Lease is entered into to read, in full, as follows: **UTILITIES:** COUNTY shall pay to LESSOR FIFTY FOUR PERCENT (54%) of the monthly utility bills for water, sewer, and trash, representing the prorated share of the square footage of the site used

Tulare Co. Agreement No. \_\_\_\_\_

and occupied by COUNTY. LESSOR shall supply COUNTY with back-up verification of the prorated utility costs. COUNTY shall make arrangements for, and pay for gas and electrical utilities and services furnished or to be used by COUNTY. COUNTY shall furnish, at its own expense, interior janitorial services. COUNTY shall arrange for the installation of any and all telephones it shall require, and pay for any all charges relating thereto. LESSOR shall be responsible for all exterior utilities and maintenance. Any other interior utilities not listed that are not separately metered shall be prorated and LESSOR to provide back-up verification of the prorated utility cost.

3. Paragraph 6 of Tulare County Agreement No. 28371 is amended as of the date this amendment to lease is entered into to read, in part, as follows: **COMPLETION OF WORK:** LESSOR will cause the "Work", described in Paragraph 40 of this Amendment A to be completed within thirty (30) calendar days after execution of this Amendment A by the Tulare County Board of Supervisors or after issuance of a permit by the County of Tulare Building Department, hereinafter referred to as "County", whichever occurs last.

4. Paragraph 7 of Tulare County Agreement No. 28371 is amended as of the date this Amendment A to lease is entered into to read, in part, as follows: **DATA-RELATED IMPROVEMENTS AND LUMP SUM PAYMENT:** Upon completion and COUNTY's acceptance of the "Work", described in Paragraph 40 of this Amendment A LESSOR to provide COUNTY a detailed invoice to allow COUNTY to audit and retrace all services provided. Upon COUNTY'S review of the invoice and COUNTY's satisfaction of the work completed, COUNTY is to pay LESSOR a one-time lump sum payment not to exceed ONE THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$1,434.00).

5. Paragraph 40 of Tulare County Agreement No. 28371 is amended as of the date this amendment to lease is entered into to read, in part, as follows **ELECTRICAL WORK:** LESSOR agrees to install 2 electrical receptacles in the "Nurse's Station" area of the Premises, hereinafter referred to as the "Work". LESSOR will cause the "Work" to be completed at LESSOR's expense. The Work shall be completed in accordance with provisions set forth in Paragraphs 12, 13, and 14 of the Lease and Paragraphs 6, 7, and 41 of this Amendment A.



6. Paragraph 41 of Tulare County Agreement No. 28371 is added as of the date this amendment is entered into to read, in full, as follows: **CHANGE ORDERS AND CHANGE ORDER ALLOWANCE:** Upon request by COUNTY to change the scope of the Work, or any portion thereof called for in this Amendment A, LESSOR shall supply COUNTY with a written proposal outlining changes and anticipated cost of work. The written proposal is subject to review and approval by the COUNTY'S General Services Agency Director or their designee. Written approval of the work and change of cost to LESSOR is due within TEN (10) calendar days of receipt of the written proposal. COUNTY's allowance under this Amendment A for change orders is not to exceed FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00). Reimbursement of change order costs are to be included in the invoice required in Paragraph 7. **DATA-RELATED IMPROVEMENTS AND LUMP SUM PAYMENT.** Any costs in excess of this allowance is subject to approval of an Amendment to Agreement by the Tulare County Board of Supervisors.

7. Paragraph 42 of Tulare County Agreement No. 28371 is added as of the date this amendment is entered into to read, in full, as follows: **BUILDING PERMITS:** LESSOR shall be responsible for the preparation of any plans or permits required by the County of Tulare Building Department. Within thirty (30) calendar days after the commencement date of this Amendment, LESSOR shall consult the County of Tulare Building Department regarding the "Work". LESSOR and COUNTY anticipate that the processing of the building permit application by the County of Tulare Building Department can take up to ninety (90) calendar days. Any changes required by the County of Tulare Building Department will be submitted to COUNTY in writing for approval if the required changes adversely impact the utility of the Premises for COUNTY's intended uses. Any such changes submitted to COUNTY must be approved or disapproved within ten (10) business days or they will be deemed approved. COUNTY's approval will not be unreasonably withheld or conditioned. If COUNTY requests any changes to the specifications after initial approval, COUNTY will pay any cost or expense incurred in connection with such changes. Following issuance of a building permit, and any additional approvals needed from agencies with jurisdiction over the Premises, LESSOR will proceed without delay to make and construct the improvements and alterations as approved by the County of Tulare Building Department.

LESSOR will prosecute the Work to completion with reasonable diligence and in a good and workmanlike manner in compliance and conformance with the plans and specifications, the building permit, and all applicable codes, laws, rules, regulations and orders of governmental authorities having jurisdiction over the Work. Subject to approval by County of Tulare Building Department's Building Inspector, LESSOR and COUNTY may agree in writing to changes in the Work at any time.

Except as amended, all other terms and conditions of the agreement shall remain in full force and effect.

**(THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

LESSOR

SAINT MARY PROPERTIES LLC

Date 4/4/19

By: Fady Gabella  
Fady Gabella, Manager

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name, Title

**Note:** Pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

COUNTY

COUNTY OF TULARE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Office / Clerk of  
the Board of Supervisors

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

Approved as to form:  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel  
Matter ID: