



CEO/SBL/SSA-017-60-1
 SSA/City of Santa Ana
 801 W. Civic Center, Suite 200
 Santa Ana, CA 92705

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (“**First Amendment**”) is made and entered into on _____, 2023, (“**Effective Date**”), by and between CITY OF SANTA ANA a charter city and municipal corporation, organized and existing under the Constitution and laws of the State of California, (hereinafter referred to as “**Sublessor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”), without regard to number and gender. Sublessor and County may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties.**”

RECITALS

- I. Pursuant to a sublease dated May 7, 2019 No. A-2019-071 (“**Sublease**”), County subleases from Sublessor approximately 1,260 rentable square feet of office space in the building located at 801 W. Civic Center, Suite 200, in the City of Santa Ana, State of California (“**Premises**”).
- II. The Sublessor intends to extend the term of its Master Lease with CF Santa Ana, LLC (“**Owner**”) until June 30, 2033.
- III. The County and Sublessor intend to enter into a new Memorandum of Understanding (“**MOU**”) agreement which will commence on July 1, 2023, and terminate on June 30, 2025, for County to continue to provide CalWORKs services (“**Services**”) at the Premises.
- IV. The Parties have agreed to also amend the Sublease consistent with the terms below, to extend the term through June 30, 2025, to be coterminous with the new MOU and to adjust rent.

NOW, THEREFORE, in consideration of the Recitals, above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Sublease as of the Effective Date first written above as follows:

A. Clause 6 TERM (1.6 S) is hereby deleted from the Sublease in its entirety and the following clause is substituted:

“6. TERM (1.6 S)

The term of this Sublease commenced on May 7, 2019 (“**Commencement Date**”) and shall terminate on June 30, 2025, unless otherwise terminated consistent with Clause 8 (**OPTION TO TERMINATE SUBLEASE**) of this Sublease.”

B. Clause 9 RENT (1.9 N) is hereby deleted from the Sublease in its entirety and the following clause is substituted:

“9. RENT (1.9 N)

County agrees to pay to Sublessor as rent for the Premises the sum of Three Thousand Three Hundred and 19/100 Dollars (\$3,300.19) per month commencing on July 1, 2023 (“**Rent Commencement Date**”) and adjusted annually pursuant to the Rent Adjustment schedule in clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder Sublessor (or Sublessor’s designee) shall submit to SSA/Facilities Services Manager, in a form acceptable to said SSA/Facilities Services Manager, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

A. The first day of the month following the month earned; or

B. Receipt of Sublessor’s written claim by the SSA/Facilities Services Manager.

Payment shall be due and payable within twenty (20) days after the first day of the month following the month earned.”

C. Clause 10 RENT ADJUSTMENT (2.0 S) is hereby deleted from the Sublease in its entirety and the following clause is substituted:

“10. RENT ADJUSTMENT (2.0 S)

The monthly Rent payable by County for the Premises (“**Rent**”) shall be automatically adjusted as follows:

<u>Period</u>	<u>Monthly Rent</u>	<u>Per Square Foot</u>
7/1/24-6/30/25	\$3,399.20	\$2.70

The monthly Rent, above, is the amount to be paid by County. The “Per Square Foot” rate, above, is an estimate for statistical purposes only and for no other purpose.”

D. Wherever a conflict in the terms or conditions of this First Amendment and the original Sublease exists, the terms and conditions of this First Amendment shall prevail. In all other respects, the terms and conditions of the Sublease not specifically changed by this First Amendment shall remain in full force and effect.

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[Signatures on the following page]

This First Amendment may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature, but all of which together will constitute one and the same instrument.

WITNESS WHEREOF, the Parties have executed this First Amendment the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

SUBLESSOR

City of Santa Ana

Attest:

By _____

Date _____

Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager

RECOMMENDED FOR APPROVAL:

SOCIAL SERVICES AGENCY

APPROVED AS TO FORM:
City Attorney



By: _____
Dorthe Lee, Director of Administration

Jose Montoya
Assistant City Attorney

COUNTY EXECUTIVE OFFICE

RECOMMENDED FOR APPROVAL:

By _____
CEO/RE Administrative Manager

Michael Garcia
Executive Director
Community Development Agency

[Signatures continued on the following page]

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD
PER GC § 25103, RESO. 79-1535

COUNTY

COUNTY OF ORANGE

Attest:

Chairman of the Board of Supervisors
Orange County, California

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California