

**FIRST AMENDMENT TO ADMINISTRATIVE LEASE AGREEMENT
(PSSA-Children’s Crisis Care Center – Casa Pacifica)**

This First Amendment to Administrative Lease Agreement (“First Amendment”), made and effective as of September 12, 2023, is by and between County of Ventura (“County”) and Casa Pacifica Centers for Children and Families, a California nonprofit corporation (“Tenant”). County and Tenant may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on June 30, 2014, County and Tenant entered into that certain Administrative Lease Agreement (“Agreement”) for Tenant to rent the County’s real property defined in the Agreement as the “Premises”;

WHEREAS, the term of the Agreement was originally for thirty-nine (39) years and terminates on June 29, 2053;

WHEREAS, on August 24, 2022, the California Department of Housing and Community Development awarded Tenant a grant through the state’s “Homekey” initiative to renovate three structures on the Premises (“Homekey Project”).

WHEREAS, on December 13, 2022, County agreed to provide funds to match Tenant’s grant for the Homekey Project.

WHEREAS, in December 2022, the California Department of Health Care Services under the Behavioral Health Continuum Infrastructure Program (“BHCIP”) awarded Tenant a grant to renovate two structures on the Premises for a short-term residential therapeutic program for youth between 12-18 years old (“BHCIP Project”).

WHEREAS, Tenant’s BHCIP grant requires that Tenant have a minimum of 30 years remaining on the term of its Agreement once the Project is completed and the structures on the Premises are ready for occupancy, but the current term of the Agreement will expire in less than 30 years on June 29, 2053; and

WHEREAS, the Parties desire to extend the term of the Agreement, as expressly provided herein to comply with the requirements of Tenant’s BHCIP grant for the Project, among other things;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration acknowledged hereby, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals**. The above recitals are incorporated herein by this reference.

2. **Amendment to Article 2: TERM**. Article 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2. TERM. The term of this Agreement shall be forty-two (42) years. Said term shall commence on June 30, 2014 (“Effective Date”) and terminate on June 29, 2056.”

3. **Amendment to Article 6: CONSTRUCTION**. Article 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6. CONSTRUCTION.

(a) Project Grant. In December 2022, the California Department of Health Care Services under the Behavioral Health Continuum Infrastructure Program awarded Tenant a grant for the Behavioral Health Continuum Infrastructure Program to renovate two structures on the Premises (“BHCIP Project”). On August 24, 2022, the California Department of Housing and Community Development awarded Tenant a grant through the state’s “Homekey” initiative to renovate three structures on the Premises (“Homekey Project”). The BHCIP Project and Homekey Project may be collectively referred to herein as “Projects.”

(b) Public Works. Certain work to complete the Projects and any future construction projects on the Premises are “public works” subject to prevailing wage, apprenticeship and other labor requirements of California Labor Code division 2, part 7, chapter 1, section 1720 et seq. (“Public Works Chapter”), pursuant to Labor Code section 1720.

(c) Awarding Body. With respect to such work, Tenant is the “awarding body” under the Public Works Chapter and responsible for discharging the duties of awarding bodies, including, without limitation: (i) obtaining from the California Department of Industrial Relation (DIR) general prevailing wage determinations for the locality, which are available at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> and making them available to the contractor by reference to the website or upon request, (ii) awarding contracts only to registered contractors and giving DIR notice of award of the contract for public works pursuant to Labor Code section 1773.3 for contracts that exceed the thresholds set forth in subdivision (j) of that section (\$15,000/\$25,000), (iii) giving the contractor(s) notice in the contract or bid documents that the Projects and any future projects are subject to compliance monitoring by DIR and contractor is required to comply with the Public Works Chapter, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner), (iv) posting or requiring the contractor to post

job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2), and (v) taking cognizance of and promptly reporting any suspected violations of the Public Works Chapter to the DIR.

(d) County Approval of Construction Plans. Prior to the initial commencement of construction of any improvements, Tenant shall submit, or cause to be submitted, to County, including but not limited to County Executive Office, the proposed construction plans for any improvements. County shall approve or disapprove the proposed plans by notifying the Tenant in writing within thirty (30) days after the submission of such plans. If the proposed plans are disapproved by County, the disapproval shall state with reasonable specificity the basis for disapproval. As approved by County, such plans are referred to as the "Construction Plans."

(e) General Standards. The construction of any improvements, once commenced, shall be completed expeditiously and diligently (i) without material cost to the County, (ii) in a good and workmanlike manner, (iii) in accordance with the Constructions Plans, and (iv) by a reputable licensed contractor(s), approved by County.

(f) Compliance with Construction Documents and Laws; Issuance of Permits. Any Improvements shall be constructed in all material respects in compliance with the requirements of the Construction Plans approved by County, in accordance with this Agreement and also in compliance with all applicable local, state and federal laws and regulations, including but not limited to the California Environmental Quality Act. Tenant shall have the sole responsibility for obtaining all necessary permits required under applicable law for such construction and shall make any application for such permits directly to the governmental authorities having jurisdiction.

(g) Construction Safeguards. Tenant shall erect and properly maintain at all times during construction of any improvements, all reasonable safeguards for the protection of workers and the public as required by applicable law.

(h) Rights of Access. Representatives of County shall have the reasonable right of access to the Property and the improvements thereon without charges or fees, at normal construction hours on business days, during periods of construction, for the purposes of ascertaining compliance with the terms of this Agreement, including, but not limited to, the inspection of the construction work being performed, provided that such representatives shall be those who are so identified in writing by County, shall be accompanied by Tenant's representatives if Tenant so desires, shall comply with Tenant's contractor's reasonable rules for the construction site, and shall provide Tenant with forty-eight (48) hours' written notice prior to any such inspection.

(i) Notice of Completion. Upon completion of any improvements, Tenant shall file or cause to be filed with the Ventura County Clerk and Recorder a notice of completion with respect to the applicable construction, and Tenant shall deliver to County, at no cost to County, an electronic set of final as-built plans and specifications of any improvements.

(j) Discharge of Liens. Tenant shall not permit or suffer any lien (including, but not limited to, the liens of mechanics, laborers, material men, suppliers or vendors for work or materials alleged to be done or furnished in connection with the Property and the improvements thereon), encumbrances or other charge to be recorded or filed against the Property and the improvements thereon, or any part thereof, or upon Tenant's leasehold interest therein.

Notwithstanding the foregoing, Tenant shall have the right to contest in good faith and by appropriate legal proceedings the validity or amount of any mechanics', laborers', materialmen's, suppliers' or vendors' lien or other claimed lien; provided that Tenant shall utilize all reasonable means (including the posting of adequate security for payment) to protect the Property, and any part thereof, or the Improvements thereon against foreclosure, and shall indemnify, defend and hold harmless Landlord and its elected officials, directors, employees, agents, subcontractors, volunteers, successors and assigns from any and all third-party demands, claims, actions, losses, damages, costs, expenses, including reasonable attorney's fees, or liability resulting from any and all such liens, except to the extent arising from County's gross negligence, willful misconduct, illegal acts or breach of this Agreement.

(k) Protection of County. Nothing in this Agreement shall be construed as constituting the consent of County, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations or repairs to the Property or the improvements thereon, or any part thereof, by any contractor, subcontractor, laborer or materialman, nor as giving Tenant or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services or the furnishing of any materials in such manner as would give rise to the filing of mechanics' liens or other claims against the fee interest of the Property. County shall have the right at all reasonable times to post and keep posted on the Property any reasonable notices which County may deem reasonably necessary for the protection of County and of its fee interest in the Property from mechanics' liens or other claims, including, but not limited to, a notice of non-responsibility pursuant to California Civil Code Section 8444.

(l) Performance and Payment Bonds. Unless otherwise waived by County or if required by an approved security interest holder providing construction funding, prior to commencing construction of any improvements, Tenant shall obtain and provide to County evidence of one (1) labor and material, and, one (1) performance, bond issued by a reputable insurance company licensed to do business in California, and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and reasonably acceptable to County, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction on the Property. County shall be named as an obligee under those bonds.

(m) Contractor(s). Any improvements shall be performed by a general contractor reasonably satisfactory to County. Tenant shall submit for County's reasonable approval the identity of any proposed general contractor. County shall

approve or disapprove the proposed general contractor by notifying Tenant in writing within thirty (30) business days of the submission. Any disapproval shall state with reasonable specificity the basis for disapproval.

(n) Construction Contracts. Tenant shall enter into the construction contracts for any improvements, which shall provide for the work to be performed for fixed and specified maximum amounts or allowances pursuant to the approved Construction Plans. Tenant shall submit a copy of all construction contracts for such construction to County, for the sole and limited purposes of determining: (a) that the amount of the costs of work has been clearly fixed and determined and is consistent with the amount set forth in the approved applicable budget for such work; and (b) that no changes to the provisions of the construction contracts which, pursuant to this Agreement require the approval of County, shall be made without the prior consent of County.

(o) Conditions to Commencement of Construction. In no event shall Tenant commence any construction of improvements on the Property until the following conditions have been satisfied or waived by County:

(1) Landlord has approved the final plans and specifications for any improvements to be constructed, as set forth above;

(2) Tenant has complied with all development requirements as set forth above that are required for completion prior to commencement of construction of any improvements;

(3) Tenant has obtained financing and equity capital necessary, as applicable, for the full payment of the costs of construction of any improvements and has delivered evidence of such financing to Landlord;

(4) Tenant has obtained building permits and all other governmental approvals necessary for the construction of any improvements, to the extent required by applicable law;

(5) Tenant has entered into complete and binding construction contracts with general contractors for the construction of any improvements, which construction contracts shall meet the requirements of subsection (k) above; and

(6) Tenant has obtained the performance bond and the payment bond meeting the requirements of subsection (i) above.”

4. Amendment to Article 11: MECHANICS’ LIENS. Article 11 of the Agreement is hereby deleted in its entirety.

5. **Amendment to Article 16: INDEMNITY AND EXCULPATION; INSURANCE.**
Article 16.b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“16.b) Indemnification: Tenant shall indemnify, defend and hold harmless the County of Ventura, its Board, agencies, departments, officers, employees, agents and volunteers from i) all damages arising out of any injury to any persons or property occurring in, on, or about the Premises, ii) any action alleging or determination that any work is in violation of any local, state or federal regulation or law, iii) all liens, claims and demands arising out of the construction, alteration, repair, restoration or work of improvement on or about the Premises by or on behalf of Tenant, and iv) County’s approval and administration of this Agreement. However, County shall indemnify, defend and hold Tenant harmless from all damages arising out of any damage resulting from the sole negligence or willful misconduct of County or its authorized representatives.”

Except as amended by this First Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between any other term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. This First Amendment may be signed in counterparts.

COUNTY OF VENTURA
("County")

CASA PACIFICA CENTERS FOR
CHILDREN AND FAMILIES,
a California non-profit corporation
("Tenant")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____