

Project: Santa Barbara Vets Building
Kitchen Lease & Mgmt. Agreement
APN: 033-101-013
Folio: 003708

KITCHEN LEASE AND MANAGEMENT AGREEMENT

(Santa Barbara Veterans Memorial Building)

THIS KITCHEN LEASE AND MANAGEMENT AGREEMENT (hereinafter, "Agreement")
is made by and between:

The COUNTY OF SANTA BARBARA, a political
subdivision of the State of California, hereinafter
referred to as "COUNTY",

and

ORGANIC SOUP KITCHEN, a California non-profit
corporation, hereinafter referred to as "LESSEE",

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property and building known as the Santa Barbara Veterans Memorial Building (the "Building"), also known as County Assessor Parcel No. 033-101-013, located at 112 W. Cabrillo Boulevard, Santa Barbara, CA 93101 (hereinafter the "Property"), which Property and Building are shown on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY desires to lease to LESSEE the kitchen, pantry, and storage closet (the "Premises") in the Building, which Premises consists of approximately four hundred thirty (430) square feet of those specific areas shown and identified on Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY and LESSEE desire to enter into this Agreement for the purpose of LESSEE providing culinary services and benefits to veterans, the community, the general public, and COUNTY programs (hereinafter "LESSEE'S Services"); and

WHEREAS, in accordance with Section 1264 of the California Military and Veterans Code, COUNTY may provide for the use of the Property by persons or organizations other than veterans, either free of charge or for stated compensation to aid in defraying the cost of maintenance, for any purpose not inconsistent with the continued use pursuant thereto, when such use will not unduly interfere with the reasonable use of the facilities by a veterans association, veterans service organization, or nonprofit veteran service agency; and

WHEREAS, in accordance with California Government Code Section 26227, the Board of Supervisors may make available to a nonprofit organization any real property of the COUNTY which is not and, during the time of possession, will not be needed for COUNTY purposes, to be used to carry out programs that benefit the community, upon terms and conditions determined by the Board of Supervisors to be in the best interests of the COUNTY and the general public; and

WHEREAS, COUNTY'S Board of Supervisors has determined that the services described in this Agreement to be provided by LESSEE to local veterans and the community are a benefit to local veterans and the community and are in the best interests of the COUNTY and the general public.

NOW THEREFORE, in consideration of the use of the Premises and the Property and the provisions, covenants, and conditions set forth herein, LESSEE and COUNTY hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the General Services Department, or designee, and for Organic Soup Kitchen, Inc., by its Executive Director, or designee (hereinafter "Directors").

2. **RIGHTS GRANTED**: COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY a personal and nonexclusive right to enter, access, occupy, and use the Premises for LESSEE'S Services including, but not limited to, those described on Exhibit C, attached hereto and incorporated herein by this reference, subject to change as mutually agreed in writing by COUNTY and LESSEE.

The areas of the Property that are not leased, licensed, or reserved for use by other groups, or reserved for COUNTY use, shall be considered common areas for the purpose of this Agreement and may only be used pursuant to a valid reservation or prior approval by COUNTY. Such common areas are shown on Exhibit A as the uncolored areas which are not occupied by other tenants of the Building or used for shared storage space.

By executing this Agreement, LESSEE accepts the Property and Premises AS-IS, and agrees to not make any alterations to the Property, unless in accordance with Section 12, MAINTENANCE/REPAIR/JANITORIAL, hereof.

LESSEE shall have exclusive use of the Premises on every Monday and Tuesday, from 5 a.m. to 2:30 p.m. ("LESSEE'S Regular Hours"). LESSEE shall have non-exclusive use of the Premises every Wednesday from 5 a.m. to 2:30 p.m., and shall share use of the Premises on Wednesdays from 7 a.m. to 11 a.m with any third party as may be designated by COUNTY. If LESSEE receives a request to use the Premises during LESSEE'S Regular Hours, LESSEE shall make a good faith effort to accommodate such request, but LESSEE shall have the right to deny such request at LESSEE'S sole discretion, which shall not be unreasonably withheld. COUNTY may, at its option, have exclusive use of the Premises and the Building for one week per year for a special event, upon thirty (30) days notice to LESSEE, which notice shall include the dates and specific areas to be used by COUNTY.

LESSEE shall have the right to use the Premises at all times other than LESSEE'S Regular Hours, provided such use by LESSEE does not conflict with Reserved Events (as defined below in Section 7, MANAGEMENT OF RESERVED EVENTS). COUNTY shall make reasonable efforts to arrange for LESSEE to view online the schedule for such Reserved Events with LESSEE.

LESSEE shall have the right to conduct one (1) staff meeting for its organization once per month using the Premises and the Cabrillo Room shown on Exhibit A free of charge.

LESSEE shall have exclusive use of the common areas of the Building on LESSEE's Holidays, as identified in Exhibit C, free of charge. Due to the variability of some of the dates of LESSEE'S Holidays, it is LESSEE'S responsibility to submit an application to COUNTY no less than ninety (90) days prior to LESSEE'S Holidays in order to reserve the Building for LESSEE'S use.

LESSEE may reserve use of common areas of the Building for other events that are a benefit to the community or for fundraisers (hereinafter "Community Events"). For such Community Events, LESSEE may request that the fees COUNTY normally charges for a Reserved Event be waived. LESSEE may submit justification for such fee waiver based on costs to be incurred by LESSEE. COUNTY, at its sole discretion, may waive such fees or charge LESSEE the fees it would normally charge a non-profit organization for use of the Property. LESSEE may provide culinary services, for a fee, to third parties using the Building.

REFRIGERATION AND PANTRY: LESSEE shall provide its own refrigeration and freezer units ("LESSEE'S Refrigeration"). LESSEE shall have exclusive use of the pantry area of the Premises shown on Exhibit B (the "Pantry"), and LESSEE shall locate LESSEE'S Refrigeration in the Pantry. LESSEE shall have access to LESSEE'S Refrigeration at all times. In the event LESSEE requires access to LESSEE'S Refrigeration during Reserved Events (as defined below in Section 7, MANAGEMENT OF RESERVED EVENTS), LESSEE may be required to access LESSEE'S Refrigeration from the back door to the Pantry.

HOURS: LESSEE shall have access to the Premises and common areas of the Property and Premises at reasonable times, provided LESSEE'S activities are limited to the purposes described in Section 3, PURPOSE, herein.

COUNTY USE OF PROPERTY: COUNTY hereby reserves the right to use the Property for the provision of programs and services it deems appropriate for the community.

PARKING: LESSEE's rights shall include the nonexclusive right to use the parking areas at the Property, limited to one vehicle per day, subject to any restrictions that may be imposed by COUNTY. LESSEE acknowledges that COUNTY may relocate and reconstruct parking spaces on the Property. In the event COUNTY must restrict parking for any reason, COUNTY shall provide LESSEE prior written notice of such restriction.

3. **PURPOSE:** The purpose of this Agreement is to provide for LESSEE's use of the Premises for LESSEE'S Services.

Rentals, Events, and Functions: Other than those events identified on Exhibit C (for which LESSEE has exclusive use), LESSEE shall have the right to make reservations through the General Services Department for the use of the auditorium, banquet hall, lobby, conference room, or other common area(s), on a first-come, first-served basis. All use of such common area(s) by LESSEE shall be reserved through the General Services Department and subject to the fees and requirements as set forth by the Board of Supervisors.

4. **TERM:** The term of this Agreement shall be for approximately five (5) years, and shall commence upon final execution of this Agreement by the COUNTY Board of Supervisors ("Date of Execution"). The five (5) year term shall begin on the first day of the month following the Date of

Execution (the "Commencement Date"), subject to such provisions for termination as contained herein, and for so long as the LESSEE'S operations are consistent with the purpose set forth in this Agreement.

5. **MONTHLY RENT:** The Premises consists of approximately 430 square feet. Market rent for exclusive use of the Premises is approximately two dollars (\$2.00) per square foot, or \$860 per month. In addition, LESSEE'S proportionate share of the monthly operating costs described below in Section 9 are estimated to be approximately \$0.25 per square foot of space, totaling a sum of approximately two hundred fifteen dollars (\$215.00) per month. Although LESSEE does not have exclusive use of the Premises, for the purposes of this Agreement the total sum comprising rent and operating costs is estimated to be approximately one thousand seventy-five dollars (\$1,075.00), which sum shall hereinafter be referred to as "Monthly Rent."

In the event COUNTY'S operating costs for the Property increase, COUNTY may propose an increase in the Monthly Rent based on the percentage of increase in operating costs for the Property. COUNTY shall provide LESSEE at least one hundred twenty (120) days written notice of any such increase in Monthly Rent. In the event of such notice, LESSEE may agree to said increase, or may terminate this Agreement according to Section 20, TERMINATION, hereof.

LESSEE shall be entitled to a reduction in Monthly Rent due to the benefits and services LESSEE provides to veterans and the community. The estimated value of LESSEE'S Services are outlined in Exhibit C. By the fifth (5th) day of each month, LESSEE shall submit in writing to COUNTY a report detailing LESSEE'S Services provided during the prior month, and the value thereof. In the event such calculation yields an amount that is less than \$1,075.00, LESSEE shall pay to COUNTY the difference as Monthly Rent at the time LESSEE submits such calculation to COUNTY. In the event such calculation yields an amount that is equal to or more than \$1,075.00, LESSEE shall not be obligated to pay Monthly Rent for that month. For example, if LESSEE's report shows that LESSEE has provided 940 meals at a cost of \$5.00 per meal during the prior month, LESSEE's costs would total \$4,700.00, which exceeds the amount of Monthly Rent of \$1,075.00, and therefore LESSEE would not have to pay Monthly Rent for that month. On the other hand, if LESSEE's report shows that LESSEE has provided 200 meals at a cost of \$5.00 per meal during the prior month, LESSEE's costs would total \$1,000.00, and LESSEE would include payment of \$75.00 in Monthly Rent that month.

Such reports and rental payments shall be sent by LESSEE to COUNTY at the address listed in Section 15, NOTICES.

If COUNTY schedules a Reserved Event (as defined herein below) with a third party for which LESSEE agrees to provide culinary services, COUNTY shall charge the third party for the use of the Premises, and LESSEE and the third party shall make separate financial arrangements for LESSEE'S culinary services.

COUNTY shall coordinate the schedule for Reserved Events with LESSEE. LESSEE agrees to cooperate with COUNTY and to accommodate other users of the Premises for Reserved Events scheduled during non-Regular Hours as defined herein below.

Should, for any reason, the COUNTY Board of Supervisors determine that LESSEE'S operations are no longer in compliance with Government Code Section 26227 or Section 1264 of the California Military and Veterans Code such that LESSEE no longer qualifies for the Monthly Rent reduction granted

hereunder, LESSEE shall pay the then-current fair market Monthly Rent for its use of the Premises. Alternatively, this Agreement may be terminated by COUNTY or LESSEE upon thirty (30) days prior written notice by either party.

6. **MANAGEMENT AND USE OF KITCHEN:** LESSEE assumes responsibility for and agrees to be the manager of the kitchen Premises. LESSEE shall be responsible for maintaining a current and valid health permit to operate the kitchen within the Premises. LESSEE shall be responsible for maintaining a current and valid "Safe Serve Certificate" to serve food prepared within the Premises. LESSEE shall be responsible for ensuring third parties that use the Premises for Scheduled Events have a current and valid Safe Serve Certificate when required by applicable state and local health and safety codes.

LESSEE shall keep all of LESSEE'S supplies (such as knives and kitchen utensils) and provisions (hereinafter "Supplies") secured and locked at all times LESSEE is not present at the Premises. LESSEE shall carry sufficient personal property insurance to cover loss, damage, or theft of LESSEE'S Supplies. COUNTY shall not be responsible for any losses to LESSEE'S Supplies.

LESSEE shall not engage a third-party individual and/or company to assume responsibility of scheduling and managing use of the Premises without the expressed written approval by COUNTY, through its General Services Department.

LESSEE shall not allow use of the Premises by third parties without the prior written consent of COUNTY, which may be withheld at COUNTY'S sole discretion.

COUNTY and LESSEE shall work together to prepare policies and procedures governing use of the Premises by any third parties and LESSEE, subject to approval by the Directors.

7. **MANAGEMENT OF RESERVED EVENTS:** COUNTY shall exclusively operate, manage, make reservations, and collect fees for use of the Property, including use of the Premises, by third parties (hereinafter, "Reserved Events"). Such Reserved Events may require use of the Premises, and LESSEE hereby agrees to leave the Premises in a clean and orderly condition when the Premises are not in use by LESSEE.

COUNTY shall notify third parties using the Premises for Reserved Events that only COUNTY kitchen equipment made available to third parties may be used for such Reserved Events. COUNTY shall require third parties using the Premises to leave the Premises in a clean and orderly condition after Reserved Events. LESSEE and/or COUNTY shall inspect the Premises after Reserved Events pursuant to Section 12.7 herein below.

COUNTY shall require all third parties using the Premises for Reserved Events to submit a Certificate of Insurance naming COUNTY and LESSEE as additional insureds.

LESSEE may reserve with advance notice to COUNTY exclusive use of the Premises for hours other than LESSEE'S Regular Hours, provided the Premises have not been reserved by a third party.

8. **PROPERTY SECURITY:** LESSEE shall assist COUNTY in maintaining the security of the Property by shutting and locking doors and windows of the Building if LESSEE is the last party to exit

the Building during non-Building Business Hours. COUNTY shall issue a key and/or access card providing access to the Building to LESSEE.

9. **UTILITIES AND OPERATING COSTS:** Notwithstanding LESSEE's obligation to pay its pro-rata share of operating costs, which include public utilities and Building maintenance costs, COUNTY shall pay the monthly bills to the utility companies for all gas, electricity, water, sewer and garbage disposal services for the Property to ensure that such utilities are available for all Building tenants. COUNTY shall issue a key to LESSEE for the garbage disposal dumpsters serving the Property.

10. **HISTORIC LANDMARK DESIGNATION & RESPONSIBILITIES:** LESSEE understands that the Building is a designated City of Santa Barbara Historic Landmark, is located within a designated City Historic Landmark District, and has been nominated to be listed on the National Registry of Historic Places, which requires a greater care of stewardship in maintenance and capital improvement projects. LESSEE shall not make any capital improvements or alter the Property through maintenance or repairs without obtaining the prior written approval of GENERAL SERVICES. The strict application of the U.S. Department of the Interior Standards for the care of historic properties will be enforced by GENERAL SERVICES and any undertaking by LESSEE that alters or impacts the contributing historic features of the Property shall be corrected under the direction of the GENERAL SERVICES and at the sole cost of LESSEE. The COUNTY shall not be financially responsible to correct such impacts by LESSEE to the Property. LESSEE shall be solely responsible for any costs, fines, or other applicable judgments levied for violation of city, county, state, or federal laws related to the historic nature of the Property.

11. **PREVAILING WAGE RATES FOR CONSTRUCTION WORK:** Rates of Wages, including overtime, holiday and Sunday rates provided for construction work on the Property or the Premises as requested by, or completed on behalf of, LESSEE shall be subject to California Labor Code, Sections 1770 et. seq., as amended. If so required, LESSEE shall, if it hires any employees to perform construction work at the Property, pay no less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the General Services Department.

12. **MAINTENANCE/ REPAIR/ JANITORIAL:**

12.1 **COUNTY'S Responsibilities:** COUNTY, through the General Services Department, shall perform all maintenance and repair to the Premises and the Property. All determinations as to the necessity of any repair or alteration shall be at the sole discretion of COUNTY. In the event LESSEE desires maintenance or repair not being performed by COUNTY, LESSEE may request such repair or maintenance from the County General Services.

12.2 **LESSEE'S Responsibilities:** LESSEE shall, at its sole cost and expense, keep and maintain the Premises in good condition and repair, including localized plumbing (COUNTY shall maintain sewer mains). LESSEE shall be responsible for the cost of maintenance and repair not performed by COUNTY and for ensuring that any such maintenance or repair is approved by COUNTY and performed in accordance with COUNTY maintenance standards. Upon termination or expiration of this Agreement, LESSEE shall return the Premises to COUNTY in good order and condition, reasonable wear and tear accepted.

12.3 **Equipment Repair:** The repair of equipment and trade fixtures within the Premises shall be done in accordance with the schedule described in Exhibit D, attached hereto and incorporated herein by this reference. LESSEE shall maintain those items owned by COUNTY but maintained by LESSEE, normal wear and tear excepted. In the event COUNTY-owned items maintained by LESSEE should be replaced at the end of such item's useful life, such replacement shall be made at COUNTY'S sole cost and expense.

12.4 **Improvements/Alterations:** LESSEE accepts the Property and Premises AS IS, in its current condition. Any structural improvements or alterations requested by LESSEE to the interior or exterior of the Property or the Premises must receive prior written approval from COUNTY, and all costs shall be the responsibility of LESSEE. This includes the installation of any additional cable or satellite services to increase utility access (e.g. internet access).

12.5 **Repair/Improvement/Alteration Requests:** LESSEE shall obtain COUNTY approval prior to performing any repairs, improvements or alterations to the Property. To request approval, LESSEE shall contact the County General Services.

12.6 **Unforeseen Repairs:** The cost of unforeseen repairs that are of such nature that the Premises is, or could be rendered uninhabitable, or the repairs are cost-prohibitive, shall be negotiated between LESSEE and COUNTY. In the event LESSEE and COUNTY cannot reach agreement as to the cost of such repairs, either party may terminate this Agreement in accordance with Section 20, TERMINATION, hereof.

12.7 **Janitorial:** COUNTY, through the General Services, shall perform janitorial service to the common areas of the Property. LESSEE shall, at its sole cost and expense, provide janitorial services in the Premises on a day-to-day basis so the Premises are maintained in a clean and orderly condition. COUNTY shall require third parties using the Premises for Scheduled Events to leave the Premises in a clean and orderly condition. COUNTY shall collect cleaning deposits from such third parties. LESSEE and/or COUNTY shall inspect the Premises after such Scheduled Events. LESSEE shall be entitled to such cleaning deposit if it is necessary for LESSEE to clean the Premises after such Scheduled Event.

12.8 **Kitchen Supplies:** COUNTY shall provide hand soap and paper towels for the Premises in order to accommodate third-party users of the Premises for Reserved Events.

13. **INDEMNIFICATION AND INSURANCE:** LESSEE shall comply with the indemnification and insurance provisions as set forth in Exhibit "E" attached hereto and incorporated herein by reference.

14. **NON-DISCRIMINATION:** Neither party, their officers, agents or employees, in the operations to be conducted pursuant to the provisions of this Agreement will discriminate or permit discrimination against any person or class of persons by reason of race, color, age, creed, religion, ancestry, sex, or national origin in any manner prohibited by the laws of the United States, the State of California or any County ordinance. Non-compliance with provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, the non-offending party shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

15. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

LESSEE: Organic Soup Kitchen
315 Meigs Road, Suite A #369
Santa Barbara, CA 93109
Attn: Anthony Carroccio

COUNTY: County of Santa Barbara
General Services Department
Office of Real Estate Services
1105 Santa Barbara Street, Second Floor
Santa Barbara, CA 93101

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

16. **FIXTURES:** The parties agree that all fixtures at the Property, made or added by either party, shall be and become the property of COUNTY upon their being affixed or added to the Property, except trade fixtures added by LESSEE that may be removed without damage to the Property.

Prior to the commencement date of this Agreement, or at any time during the term, the parties, or their designees, may prepare an inventory of fixtures, furniture and other items existing, including the general condition of each, for the purpose of identifying ownership of such fixtures and items. Any fixtures installed or constructed by LESSEE may be added to the list, including a reference as to whether they may be removed by LESSEE upon termination of this Agreement.

17. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one calendar days from such notice, then this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

18. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

19. **WAIVER:** It is understood and agreed that any waiver, express or implied of any kind during the term of this Agreement, shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

20. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE hereunder shall cease and LESSEE shall quietly and peacefully vacate the Premises upon:

(a) LESSEE's or COUNTY's failure to cure a default as specified above; or

- (b) Upon expiration of the term of this Agreement or any extension thereof; or
- (c) Upon LESSEE or COUNTY losing appropriate licensing, accreditation, or permitting for LESSEE'S operations; or
- (d) As provided in Section 21, DESTRUCTION; or
- (e) As provided in Section 22, EMERGENCY SHELTERING FACILITY; or
- (f) Upon thirty (30) days written notice pursuant to Section 5, MONTHLY RENT; or
- (g) For any reason or no reason by LESSEE or COUNTY, provided that the party desiring termination of the Agreement provides the other party with no less than ninety (90) days prior written notice.

21. **DESTRUCTION**: If the Premises is partially or totally destroyed by fire or other casualty, this Agreement, at the option of either party, shall terminate.

22. **EMERGENCY SHELTERING FACILITY**: COUNTY reserves the right to use the Premises, Building, and Property as an Emergency Sheltering Facility in the event of an emergency including, but not limited to, a crisis such as an earthquake, wildfire, or tsunami. COUNTY'S rights shall supersede LESSEE'S rights to the Premises, Building, and Property for the duration of such an emergency as determined at COUNTY'S sole discretion. LESSEE'S Monthly Rent shall abate for the duration the Premises are unusable by LESSEE during such period of time. If COUNTY'S use of the Property for an Emergency Sheltering Facility interferes with LESSEE'S operations for longer than twenty (20) days, this Agreement may be terminated by either party upon ten (10) days prior written notice to the other party.

23. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Premises, leaving it in good condition, except for ordinary wear and tear.

24. **ASSIGNMENT/HYPOTHECATION/SUBLEASE**: LESSEE shall not mortgage, pledge, hypothecate, sublease, assign, or encumber the Property or any interest therein. Any attempt to mortgage, pledge, hypothecate, sublease, assign, or in any other way encumber the Premises or the Property shall be void and without legal effect and shall constitute grounds for immediate termination, with or without notice.

25. **NEGATION OF PARTNERSHIP/JOINT VENTURE**: Nothing in this Agreement is intended, and no provision of this Agreement shall be construed to make LESSEE neither a partner of, nor a joint venture with COUNTY or associated in any way that is not specifically provided for in this Agreement, or to subject either party to any obligation, loss, charge or expense.

26. **ENVIRONMENTAL IMPAIRMENT**: LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises or Property due to LESSEE's use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claims, costs, and expenses (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting,

engineering and construction costs) incurred by COUNTY as a result of LESSEE's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE's use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

27. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Property unless authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are disposed, stored, or transported by LESSEE, its agents employees or designees on or in the Premises or Property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency (ies) immediately in the event of any release or threatened release of any such substances or materials.

28. **TAXES AND ASSESSMENTS:** This Agreement may confer a POSSESSORY INTEREST tax on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which are attributable to LESSEE'S use of the Premises.

29. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

31. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

32. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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Kitchen Lease & Mgmt. Agreement
APN: 033-101-013
Folio: 003708

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

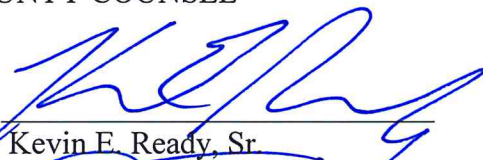
Supervisor Steve Lavagnino
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER


By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

By: 
Deputy Auditor-Controller

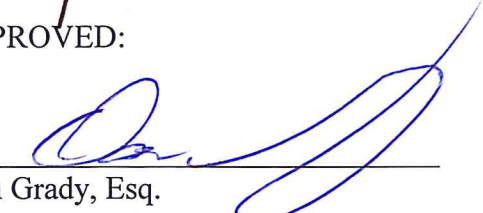
APPROVED:

APPROVED:

By: 
Matthew P. Pontes
Director of General Services

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: 
Don Grady, Esq.
Real Property Manager

Project: Santa Barbara Vets Building
Kitchen Lease & Mgmt. Agreement
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“LESSEE”

ORGANIC SOUP KITCHEN, a California non-profit corporation

By:  _____

Print Name: ANTHONY CARROCCIO

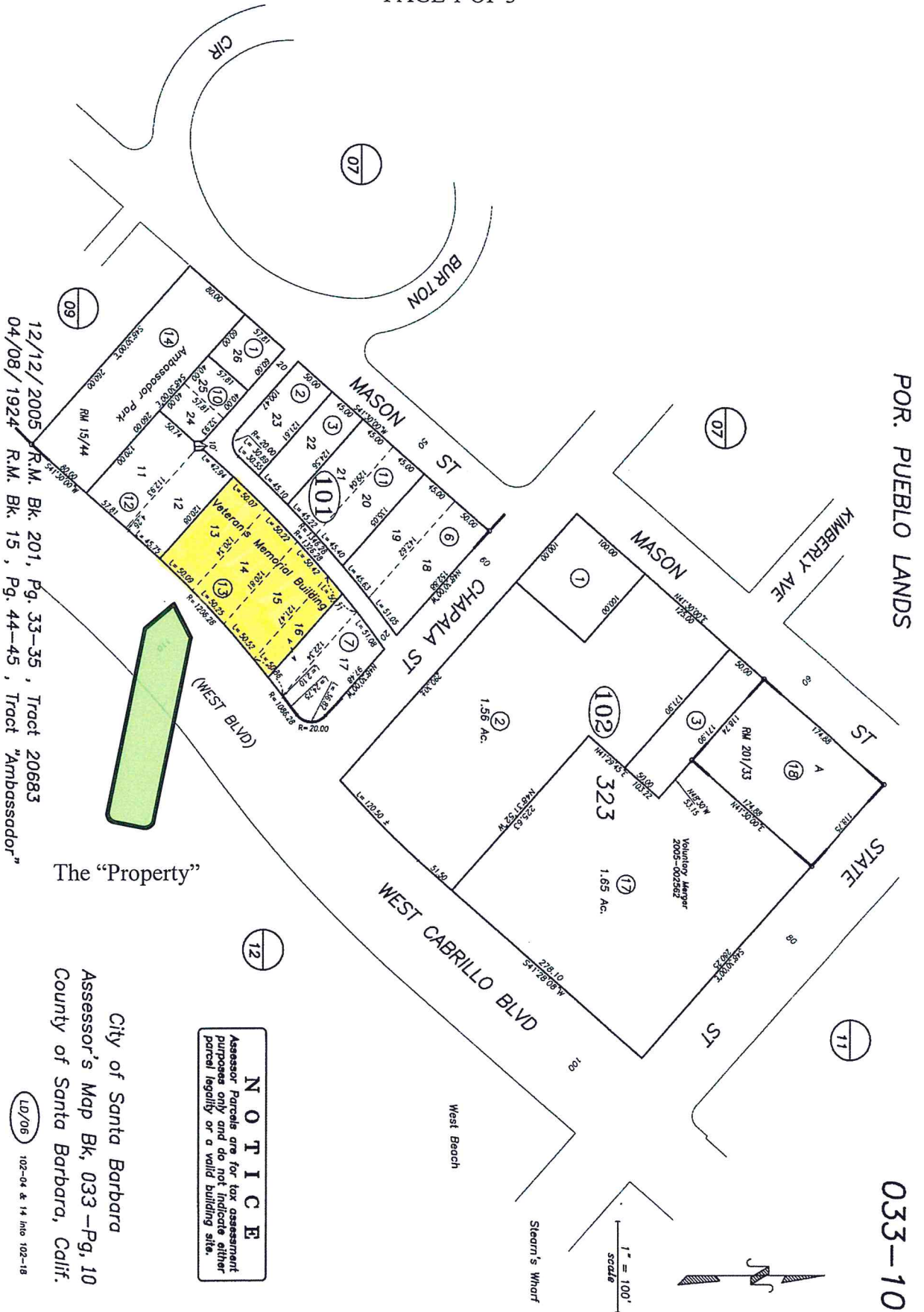
Date: 10.8.14

By:  _____

Print Name: Andrea Slaby

Date: 10.8.14

EXHIBIT "A"
PAGE 1 OF 3



12/12/2005 R.M. Bk. 201, Pg. 33-35, Tract 20683
04/08/1924 R.M. Bk. 15, Pg. 44-45, Tract "Ambassador"

The "Property"

City of Santa Barbara
Assessor's Map Bk, 033—Pg, 10
County of Santa Barbara, Calif.

NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

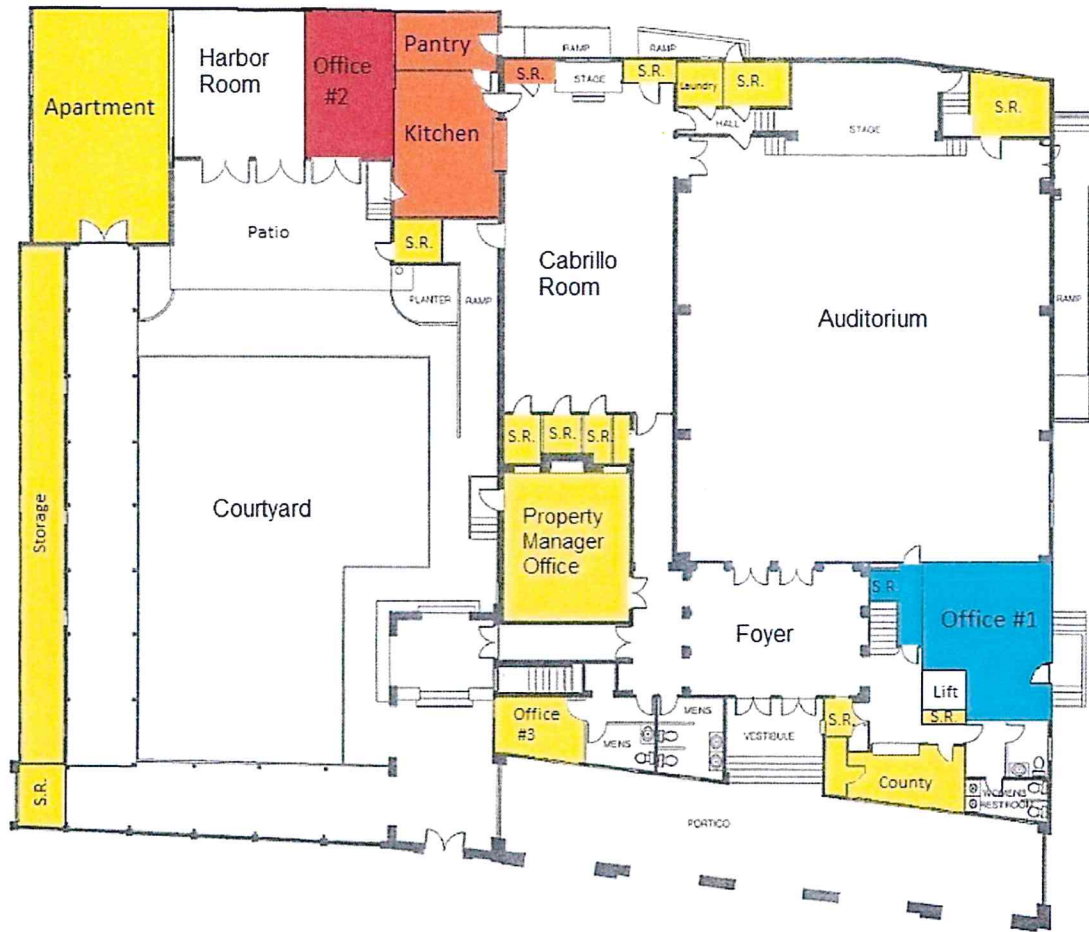
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POR. PUEBLO LANDS

033-10

Exhibit "A"

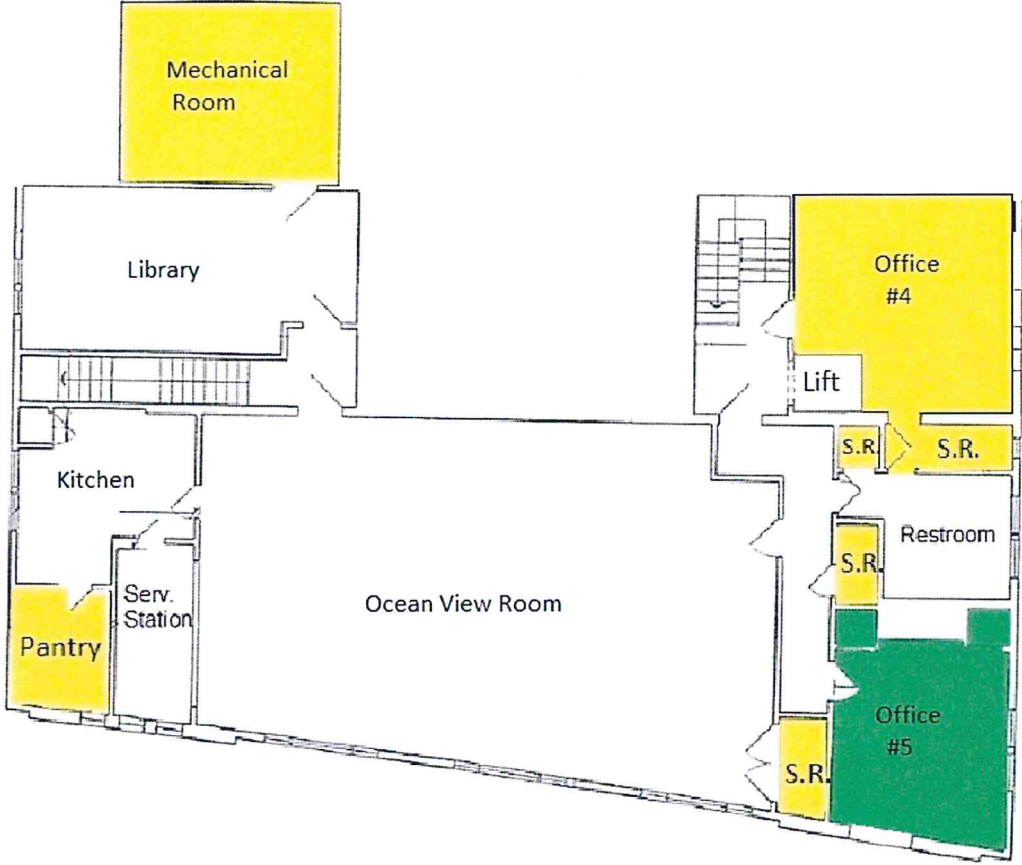
Page 2 of 3



1ST FLOOR

- Disabled American Veterans
- Korean War Veterans
- American Legion Post 49
- American Veterans (AM Vets) Post 3
- County of Santa Barbara
- Proposed Organic Soup Kitchen
- Veterans of Foreign Wars (VFW) Post 1649
- Marine Corp League

Exhibit "A"



2ND FLOOR

- Disabled American Veterans
- Korean War Veterans
- American Legion Post 49
- American Veterans (AM Vets) Post 3
- County of Santa Barbara
- Proposed Organic Soup Kitchen
- Veterans of Foreign Wars (VFW) Post 1649
- Marine Corp League

Exhibit "B"

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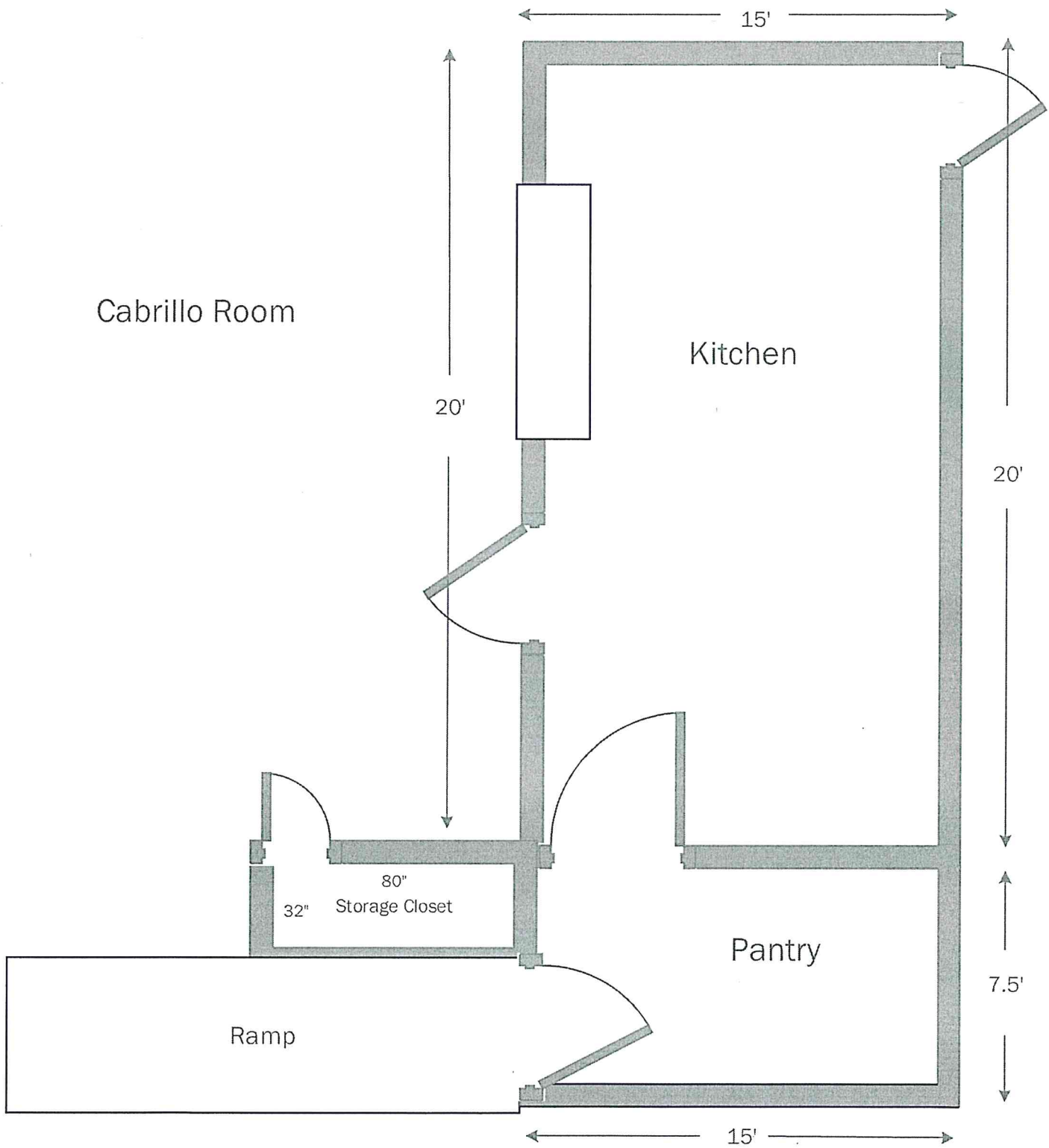


EXHIBIT C
SERVICES TO BE PERFORMED BY LESSEE
SUBJECT TO CHANGE
NUMBER OF MEALS ARE ESTIMATES ONLY

Services LESSEE shall provide at the Building for veterans and the community:

LESSEE shall use the Premises and Building Auditorium to provide meals to veterans every Veterans Day Sunday, Memorial Day, Thanksgiving, Christmas, and Easter (“LESSEE’S Holidays”).

- Sunday of Veterans Day Weekend (following Veterans Day Parade): 450 meals.
- Memorial Day: 450 meals.
- Thanksgiving: 800 meals.
- Christmas: 800 meals.
- Easter: 500 meals.

Services LESSEE shall offer off-site to the community:

Every Monday, LESSEE shall serve:

- Lunch program to low-income seniors through the Santa Barbara Housing Authority (SBHA) Shifco. 240 meals monthly.
- Lunch program to low-income, at-risk populations through Peoples’ Self-help Housing. 120 meals monthly.

Every other Tuesday, LESSEE shall serve lunch to low-income seniors through SBHA Villa La Cumbre. 80 meals monthly.

Every Third Tuesday, LESSEE shall serve meals to at-risk families through Transition House. 120 meals monthly.

Every 2nd, 3rd, and 4th Friday, LESSEE shall serve lunch to at-risk women through Doctors without Walls SB Street Medicine. 180 meals monthly.

Every 2nd or 3rd Friday and Saturday of each month, LESSEE shall serve soup meals (twice) to at-risk individuals through Common Ground Santa Barbara County. 200 meals monthly.

Every Saturday, LESSEE shall receive flowers, prepare banquets, and deliver them to low-income seniors.

Weekly meals total 940 meals/month @ \$5.00 per meal = \$4,700.00/month = \$56,400.00/year
Annual holidays = 3,000 meals/year @ \$10 per meal = \$30,000.00/year

TOTAL ESTIMATED ANNUAL VALUE OF LESSEE’S SERVICES = \$86,400.00

EXHIBIT D
EQUIPMENT REPAIR SCHEDULE

<u>Item</u>	<u>Ownership</u>	<u>Location</u>	<u>Responsibility for Cost to Repair</u>
Stove	COUNTY	Kitchen	COUNTY
Hood	COUNTY	Kitchen	COUNTY
Fire Suppression System	COUNTY	Kitchen (hood)	COUNTY
Refrigerator	COUNTY	Kitchen	COUNTY
Freezer	COUNTY	Kitchen	COUNTY
Sinks	COUNTY	Kitchen	COUNTY
Counters	COUNTY	Kitchen	COUNTY
Grease Trap	COUNTY	Exterior	COUNTY
Refrigerator	LESSEE	Pantry	LESSEE
Freezer	LESSEE	Pantry	LESSEE

EXHIBIT E
Indemnification and Insurance Requirements
(For Lease Agreements)

INDEMNIFICATION

The COUNTY shall defend, indemnify, and hold LESSEE, its officers, employees, volunteers, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, or willful misconduct on the part of the COUNTY, its officers, employees or agents.

LESSEE shall defend, indemnify, and hold COUNTY, its officers, employees, volunteers, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, or willful misconduct on the part of the LESSEE, its officers, employees or agents.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

LESSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if LESSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. As of the date of execution of this Agreement, LESSEE has no employees, and therefore COUNTY does not require such workers' compensation insurance. In the event LESSEE hires an employee, LESSEE shall notify COUNTY and obtain such worker's compensation insurance.
4. **Property insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. As of the date of execution of this

Agreement, LESSEE has no plans to install any tenant improvements or betterments in the Premises, and therefore COUNTY does not require such property insurance. In the event LESSEE installs tenant improvements or betterments, LESSEE shall notify COUNTY and obtain such property insurance.

If the LESSEE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE's insurance at least as broad as ISO Form CG 20 10.
2. **Primary Coverage** – For any claims related to this Agreement, the LESSEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LESSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – LESSEE shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE's obligation to provide them. The LESSEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of the Agreement.

9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.