



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services
Department No.: 063
For Agenda Of: October 21, 2014
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Matthew P. Pontes, Director (805) 560-1011
Contact Info: Greg Chanis, Assistant Director (805) 568-3096
SUBJECT: Santa Barbara Veterans Memorial Building Kitchen Lease and Management Agreement; Second District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence:

As to form: N/A

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the attached Kitchen Lease and Management Agreement to lease and manage a 430-square-foot portion of the Santa Barbara Veterans Memorial Building at 112 W. Cabrillo Boulevard, Santa Barbara, CA 93101 (County Assessor Parcel No. 033-101-013) to Organic Soup Kitchen, a California non-profit corporation, for a term of approximately five (5) years; and
- b) Determine that the recommended action is exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15323, Normal Operations of Facilities for Public Gatherings, and approve and direct staff to file and post the attached Notice of Exemption on that basis.

Summary Text:

On May 6, 2014, the Board voted unanimously to adopt the Consolidated Management Plan to allow the General Services Department to assume management responsibilities of the Santa Barbara Veterans Memorial Building (SBVMB), the Lompoc Veterans Memorial Building (LVMB), and the Santa Barbara County Courthouse (SBCC), effective July 1, 2014. The General Services Department proposes to enter into the attached Kitchen Lease and Management Agreement ("Kitchen Agreement") with Organic Soup Kitchen ("OSK") to facilitate the management and use of the SBVMB kitchen and the continued offering of meals and other services to benefit local veterans and the general public.

Background:

Military and Veterans Code Section 1262 enables the County to “provide and maintain buildings, memorial halls, meeting places, memorial parks or recreation centers for the use or benefit of one or more veterans’ associations.” Pursuant to this code, the County established the SBVMB at its present location in 1935. In January 1998, the County entered into a Management Agreement with the Veterans Coordinating Council (VCC), for management of the SBVMB. The Management Agreement was revised and extended in 2004, again in 2009, and subsequently expired on June 30, 2014.

As of July 1, 2014, the General Services Department has resumed management of the SBVMB and has combined that management with the existing management responsibilities of the LVMB and the SBCC.

Certain areas of the SBVMB have been dedicated to the use of Veteran Organizations pursuant to the Military and Veterans Code. The various Veteran Organizations using the building have been assigned office space or storage space within the SBVMB, and are responsible to provide appropriate veterans services to its members.

In order to ensure that the highest and best use of the kitchen space in the SBVMB is realized, the General Services Department proposes to have the kitchen managed by Organic Soup Kitchen (OSK). OSK has used the SBVMB kitchen regularly since 2009 to provide free meals to veterans and other community programs. By entering into the proposed Kitchen Agreement with OSK, the kitchen can be managed by a professional organization with the experience and expertise to best oversee the kitchen’s use, and maximize the use of the SBVMB and the benefits provided.

This arrangement is in accordance with Section 1264 of the California Military and Veterans Code, which states that the County may provide for the use of the SBVMB 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. The compensation set forth in the Kitchen Agreement consists of the services OSK will be providing to our local veterans. In addition, OSK’s management of the kitchen, as well as their maintenance responsibilities contained in the Kitchen Agreement, will aid in defraying the cost of maintenance of the kitchen.

Furthermore, such an arrangement will benefit local veterans and the general public. OSK will use the kitchen and building auditorium to provide meals to veterans as follows (all numbers are estimated):

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

OSK shall also provide culinary services off-site to the community as follows (all numbers are estimated):

- Every Monday, OSK shall serve lunch to low-income seniors through the Santa Barbara Housing Authority (SBHA) Shifco (240 meals monthly), and lunch to low-income, at-risk populations through Peoples' Self-help Housing (120 meals monthly).
- Every other Tuesday, OSK shall serve lunch to low-income seniors through SBHA Villa La Cumbre (80 meals monthly).
- Every Third Tuesday, OSK shall serve meals to at-risk families through Transition House (120 meals monthly).
- Every 2nd, 3rd, and 4th Friday, OSK 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, OSK shall serve soup meals (twice) to at-risk individuals through Common Ground Santa Barbara County (200 meals monthly).

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.

The total estimated annual value of OSK's services to veterans and the community is **\$86,400.00**.

In exchange for the benefits and services OSK provides to veterans and the community, OSK shall be entitled to an offset in monthly rent. The leased premises ("Premises") consist 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, OSK's proportionate share of the monthly operating costs is 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 OSK does not have exclusive use of the Premises, for the purposes of the Kitchen Agreement, the total sum comprising rent and operating costs is estimated to be approximately \$1,075.00 ("Monthly Rent").

By the fifth (5th) day of each month, OSK shall submit in writing to the General Services Department a report detailing OSK's services provided during the prior month, and the value thereof, as determined by Exhibit C to the Kitchen Agreement. In the event such calculation yields an amount that is less than \$1,075.00, OSK shall pay to the County the difference as Monthly Rent. In the event such calculation yields an amount that is equal to or more than \$1,075.00, OSK shall not be obligated to pay Monthly Rent for that month.

The offset of monthly rent is in accordance with California Government Code Section 26227, which states 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. Here, OSK will have exclusive use of the Premises Monday and Tuesday mornings, but otherwise will be sharing use of the Premises with other users, as well as coordinating and managing those other uses. The kitchen will

not otherwise be needed for County purposes during the term, and OSK will be using the Premises to carry out their programs and services, as set forth in Exhibit C of the Agreement.

Lastly, leasing a portion of the existing County-owned facilities to OSK does not involve any expansion of use or any significant physical changes that would have any potential effect on the environment. Therefore, approval and execution of the Kitchen Lease and Management Agreement is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15301 – Class 1, which provides an exemption for the “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.”

CEQA Determination:

The Santa Barbara Veterans Memorial Building was originally designed with a fully functioning kitchen used to provide intermit meals to veterans and expanded within the last 10 years to provide meals to the disadvantaged of the community through either contract services or volunteer organizations. The facility has been used consistently from the 1930s to present as a *public gathering location*, and the proposed action of the Board is consistent with that historic use, will not increase the use and has a reasonable expectation that the on-going use will not represent a change in the operation of the facility. Therefore the actions of the Board and project have been determined to the Categorically Exempt from additional environmental review under CEQA Section §15323: Normal Operation of Facilities for Public Gatherings.

Fiscal and Facilities Impacts:

The Board’s execution of the Kitchen Agreement will have no direct fiscal or facilities impacts. OSK requires no capital improvements to the building or kitchen for its use.

Key Contract Risks:

There is little, if any, risk to the County by entering into the Kitchen Agreement. If the value of the services OSK provides is less than the Monthly Rent, OSK shall pay the difference. If the Board finds OSK is no longer in compliance with applicable Military and Veterans Codes or Government Codes, the County may charge OSK market rent. The County may also terminate the agreement upon ninety (90) days written notice for any reason or no reason.

Special Instructions:

After Board action, please distribute as follows:

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| 1. Original Kitchen Agreement | Clerk of the Board Files |
| 2. Duplicate Original Kitchen Agreement | Real Property Office, Attn: H. Heyl |
| 3. Copy of Resolution and Minute Order | Real Property Office, Attn: H. Heyl |
| 4. Copy of Resolution and Minute Order | Auditor-Controller Financial Reporting Div.
Attn: Betsy Shaffer |

Attachments:

1. Original and Duplicate Original Kitchen Lease and Management Agreement
2. CEQA Notice of Exemption