

Project: CAC Cafeteria & Deli at Calle Real
Campus
APN: 059-140-029 (portion of)
Folio: 002914
Agent: CS

LEASE AGREEMENT

THIS LEASE 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

COMMUNITY ACTION COMMISSION OF SB, a
non-profit corporation, hereinafter referred to as
"LESSEE";

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property known as the Calle Real Campus, Santa Barbara, CA 93105, in the County of Santa Barbara, more particularly described as Santa Barbara County Assessor Parcel Number 059-140-029 (hereinafter "Property") and shown on Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the Property includes an approximate 6,892 square foot ground floor portion of a building identified as 345 Camino Del Remedio (Building 4) consisting of a large kitchen, a large dining/lounge/office area with restrooms, storage closets and loading dock adjacent to a parking lot and outdoor patio/garden area and landscaping (hereinafter "Premises") shown on Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, California Government Code Section 26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs; and

WHEREAS, LESSEE has been preparing food for distribution to low-income food services programs for children and adults, and preparing hot and cold foods for a cafeteria and deli from the Premises since August 24, 1993, under a Lease and Service Agreement that expires on April 30, 2015; and

WHEREAS, the COUNTY desires to continue the food service kitchen and cafeteria and provide LESSEE with a suitable facility to operate such a program, rent-free, with LESSEE being responsible for on-going maintenance of the facility as well as payment for utilities serving the facility; and

WHEREAS, LESSEE desires to continue to lease the Premises for the purpose of providing its services to the population of COUNTY.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions contained herein, the parties 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.

2. **LEASED PREMISES:** For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, the Premises consisting of 3559 square feet of kitchen space, 3333 square feet of dining/lounge/office/storage space, 3621 square feet of parking lot area, together with a patio/garden and landscaping areas shown on Exhibit "B", attached hereto and made a part hereof by this reference.

3. **PURPOSE AND USE:** LESSEE shall have the exclusive use of the Premises for food preparation and distribution to low-income food service programs including, but not limited to those serving children and adults, and will operate and maintain a cafeteria for employees of the COUNTY and the general public during the hours of 8:00 a.m. to 2:00 p.m. on normal business days. LESSEE may change the hours of operation or the name of the cafeteria, subject to approval by the COUNTY'S Director of General Services. LESSEE will prepare and sell hot and cold foods, and have available for sale food products and items generally sold at convenience stores and fast-food restaurants, with the exception of tobacco products and alcoholic beverages. LESSEE shall not sell lottery tickets or place electronic game machines on the Premises. LESSEE shall maintain the Premises in a clean and safe condition at their sole cost and expense and shall not use the Premises for any other purposes without the express written consent of COUNTY.

LESSEE shall comply with all COUNTY security programs and policies regarding the Property.

4. **TERM:** The term of this Agreement shall commence May 1, 2015, and shall continue for five (5) years, through April 30, 2020, subject to such provisions for extension and termination as contained herein; so long as the Premises is used only for LESSEE'S operations, those operations are consistent with the purposes and uses set forth in this Agreement.

This Agreement may be terminated by mutual consent of both parties. LESSEE or COUNTY may provide ninety (90) days written notice of its request to terminate this Agreement to the other party, with or without cause. In the event the other party consents to termination, the consenting party shall provide written confirmation thereof within thirty days of receipt of the request, and the Agreement shall terminate ninety days from the date of the consenting party's written confirmation of consent, or upon such other date as may be agreed to by the parties. The Director of General Services, or designee, may provide such request or consent on behalf of the County.

5. **EXTENSION OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is in good standing at the end of the above-referenced term, such term may be extended for three (3) additional terms of five (5)-years each upon mutual agreement of LESSEE and COUNTY. LESSEE shall request all extensions in writing at least sixty (60) days prior to the termination of the then-current term and the Director of General Services, or designee, may approve the extensions on behalf of COUNTY.

The extension periods shall be as follows:

Extension Period One, 5 years	May 1, 2020 through April 30, 2025
Extension Period Two, 5 years	May 1, 2025 through April 30, 2030
Extension Period Three, 5 years	May 1, 2030 through April 30, 2035

6. **RENT**: In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of LESSEE are a benefit to the community and in consideration of LESSEE'S maintenance of the Premises and payment of utilities, base rent shall be waived during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LESSEE are no longer a benefit to the community, or, should the afore-mentioned Government Code Section be repealed or replaced such that LESSEE no longer qualifies for the rights granted hereunder, LESSEE shall pay fair market rent for the Premises, or terminate this Agreement upon SIXTY (60) days written notice to COUNTY.

7. **PROPERTY SUITABILITY**: LESSEE has investigated the Premises and has determined that it is suitable for LESSEE'S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Premises, as described in Exhibit B hereof, in its existing condition.

LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.

8. **EQUIPMENT**: LESSEE retains ownership of the equipment listed on EXHIBIT "C", attached hereto and incorporated herein by this reference. LESSEE shall be responsible for maintenance and repair of LESSEE'S equipment and any kitchen equipment on the Premises belonging to COUNTY. COUNTY will not be responsible for repairing or replacing any kitchen equipment located on the Premises. LESSEE will submit to COUNTY an updated list of equipment any time equipment is replaced or new equipment is purchased by LESSEE.

9. **SIGNAGE**: LESSEE shall not place any exterior or interior signage on the Premises until signage and its placement location has been approved by COUNTY.

10. **PARKING**: LESSEE shall not store its service vehicles, nor allow its employees to store their personal vehicles anywhere on the Property or the Premises. Any vehicles with expired registration, flat tires, and/or inoperable, found stored anywhere on the Property or the Premises for more than 72 hours shall be removed/towed immediately at the owner's expense. Only operational service vehicles with valid registration can be parked on the Premises overnight.

11. **UTILITY CHARGES**: COUNTY shall provide utilities to LESSEE, subject to reimbursement from LESSEE. Upon commencement of this Agreement, LESSEE shall pay COUNTY a monthly utility charge of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00), in advance, as reimbursement for LESSEE'S proportionate share of utility charges.

COUNTY reserves the right to review the utility usage for the Premises prior to the commencement of any extension of the Agreement, and adjust LESSEE'S utility charges accordingly.

Payment of the utility charges will be made by check payable to: COUNTY OF SANTA BARBARA, and delivered, postage prepaid, by U.S. mail, or hand delivered to:

Attn: Suzanne Jacobson
County of Santa Barbara
Public Health Administration
300 North San Antonio Road
Santa Barbara, CA 93110

12. MAINTENANCE AND REPAIR:

COUNTY's Responsibilities: COUNTY, at COUNTY's cost, agrees to perform all maintenance and repair to the Property and Premises as said responsibilities are set forth in EXHIBIT "D", attached hereto and incorporated herein by reference, except that LESSEE shall be responsible for the cost of maintenance and repair when damage is due to the negligence of LESSEE, its agents, officers, employees, and/or invitees. Notwithstanding, LESSEE shall inform COUNTY of the need for such maintenance and repair so that COUNTY may perform, or cause to be performed all repair and maintenance performed on the Property and/or Premises.

LESSEE's Responsibilities: LESSEE shall, at its sole cost and expense, keep and maintain in good condition and repair the interior of the Premises, any landscaping within the Leased Area, as shown on EXHIBIT A, and those items listed as LESSEE's responsibility in EXHIBIT D. Upon termination or expiration of this Agreement, LESSEE shall return the Premises to COUNTY with those items in good order, reasonable wear and tear excepted. To the extent that there is conflict between this Section and EXHIBIT D, EXHIBIT D shall prevail.

In the event of an emergency such that the Premises requires immediate maintenance or repair, or such that LESSEE'S operations thereon will be negatively impacted by any delay, LESSEE may independently contract for such maintenance or repair, at its sole cost and expense. In such an event, LESSEE shall ensure that any maintenance or repair will conform to COUNTY maintenance standards, to be determined by COUNTY.

COUNTY Emergency Contact Numbers:	Monday-Friday 7:30AM-4:00PM	(805) 681-4703
	On Call After Hours and holidays	(805) 896-2916
	Alternate emergency number	(805) 896-2902

13. IMPROVEMENTS AND ALTERATIONS: Any exterior or interior construction of improvements or alterations proposed by LESSEE in, on, or about LESSEE'S portion of the Property shall be presented to COUNTY in written form with proposed plans and specifications prior to any construction or alterations. COUNTY, through its General Services Department, shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this Section.

Any such COUNTY approval shall be deemed conditional upon LESSEE acquiring all necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of the work, and LESSEE'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. LESSEE shall give COUNTY'S General Services Department, or designee, not less than ten (10) days written notice prior to the commencement of any such work in, on, or about the Property; and COUNTY shall have the right to post Notices of Nonresponsibility, as provided by law.

During any such construction or alteration, LESSEE shall keep the leasehold and Improvements free and clear of liens for labor and materials expended by or for LESSEE or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by LESSEE under the provisions of this Agreement, LESSEE shall inform COUNTY of the date of completion of such improvements.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake construction of any alterations or improvements without complying with all permitting required by COUNTY in its governmental capacity.

14. **TITLE:** During the term of this Agreement, title to the Premises shall remain vested in COUNTY. LESSEE shall have no right to waste, destroy, or demolish the Premises or any improvements thereon.

15. **ENTRY BY COUNTY:** COUNTY may enter upon the Premises at all reasonable times to examine the condition thereof, and request repairs as COUNTY may deem necessary, and to inspect for compliance with the applicable rules and regulations. COUNTY will make every effort to notify LESSEE prior to entering upon the Premises, unless the entry is required on an emergency basis. LESSEE shall provide the COUNTY General Services Department with keys for access to all areas of the Premises.

16. **ABANDONMENT OF THE PREMISES:** LESSEE shall not abandon, vacate, surrender or assign use of the Premises at any time during the term of this Agreement. If LESSEE does abandon, vacate, surrender or assign use of the Premises, this Agreement and all of LESSEE'S rights thereto shall terminate at the option of COUNTY. In the event of such termination, the Premises and any personal property belonging to LESSEE and left on the Premises more than thirty (30) days shall be deemed abandoned at the option of COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to property left after the termination, or other expiration of this Agreement.

17. **NONINTERFERENCE:** LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, invitees, agents and/or contractors, to use any portion of the Premises in any way which interferes with other COUNTY operations in the vicinity. Such interference shall be deemed a material breach, and LESSEE shall terminate said interference immediately upon notice from COUNTY. In the event LESSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

18. **ASSIGNMENT/ SUBLEASES AND HYPOTHECATION:** LESSEE shall not assign, license, or sublease the Premises without COUNTY'S written consent. Consent by COUNTY to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment made contrary to this Section shall be null and void. In the event LESSEE is not utilizing or occupying the entire Premises and chooses to sublease or allow occupancy of the unused portion, then COUNTY shall have first right to use that unused portion without charge. If COUNTY chooses not to occupy and the unused portion is subleased, the revenue generated thereby shall be paid entirely to COUNTY.

Hypothecation: LESSEE shall not involuntarily encumber its interest under this Agreement and shall take all reasonable steps to avoid any and all involuntary encumbrances. Any involuntary encumbrances shall be promptly and expeditiously removed by LESSEE.

19. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which LESSEE may be merged.

20. **INDEMNIFICATION:** LESSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and

for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LESSEE's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

A. Notification Of Accidents And Survival Of Indemnification Provisions:

- i. 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."

21. **INSURANCE:** LESSEE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE 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:

- i. **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.
- ii. **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.
- iii. **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.
- iv. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. 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:

- i. **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).
- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

- iv. **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 affect 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.
- v. **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.
- vi. **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”.
- vii. **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.
- viii. **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 contract.
- ix. **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.

22. **NONDISCRIMINATION**: 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

23. **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 due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (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.

24. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on the Premises unless specifically 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 manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on the Premises 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, substances, 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 wastes, substances or materials.

25. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all applicable laws, rules, and regulations affecting the Premises now or hereafter in effect.

26. **TAXES AND ASSESSMENTS, POSSESSORY INTEREST:** LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S operations, may be levied upon the Premises during the term of this Agreement.

Possessory Interest: LESSEE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LESSEE may be required to pay any tax levied on such interest.

27. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara
General Services Department
Courthouse East Wing, 2nd Floor
Santa Barbara, CA 93101
Tel. (805) 568-3070
Fac. (805) 568-3249

LESSEE: Community Action Commission of SB
Attn: Executive Director
5638 Hollister Avenue, Suite 230
Santa Goleta, CA 93117-3475
Tel. (805) 964-8857 ext. 154

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

28. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

29. **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 including but not limited to the following:

- A. The nondefaulting party may waive the default or breach in accordance with Section 30, WAIVER, herein below.
- B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
- C. Where LESSEE is the nondefaulting party, LESSEE may terminate this Agreement and surrender use of the Premises.
- D. Where COUNTY is the nondefaulting party, COUNTY may terminate this Agreement and LESSEE shall vacate within THIRTY (30) days of written notice from COUNTY.

30. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

31. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties. Amendments to the Agreement that do not alter the purpose of the Agreement may be approved and executed on behalf of COUNTY by the Director of General Services, or designee.

32. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession of the Premises:

- A. Upon expiration of the term, or any extensions thereof; or
- B. Upon ninety (90) days termination by mutual consent as provided in Section 4, TERM; or
- C. As provided in Section 6, RENT; or
- D. Upon abandonment of the Premises as provided in Section 16, ABANDONMENT OF THE PREMISES; or

- E. As provided in Section 21, INSURANCE; or
- F. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 28, DEFAULT; or
- G. As provided in Section 33, DESTRUCTION.

33. **DESTRUCTION**: If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of LESSEE, shall terminate. If LESSEE chooses to terminate the Agreement then LESSEE, at COUNTY'S option, shall return the Premises to its original condition as near as is practical.

34. **HOLDING OVER**: Should LESSEE occupy the Premises after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month.

35. **AGENCY DISCLOSURE**: LESSEE acknowledges that the General Services Department, Facilities Services Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.

36. **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.

37. **CAPTIONS**: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

38. **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.

39. **CERTIFICATION OF SIGNATORY**: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.

40. **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.

41. **CONSTRUCTION**: The parties have negotiated the terms of this Agreement. They have consulted an attorney as deemed necessary. The terms of this Agreement reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

42. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that

documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

43. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart 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.

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Project: CAC Café & Deli at Calle Real
Campus (002914)

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASOTO
CLERK OF THE BOARD

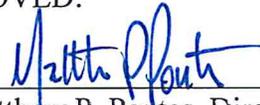
Chair, Board of Supervisors

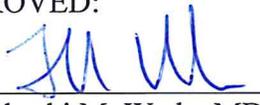
By: _____
Deputy Clerk

Date: _____

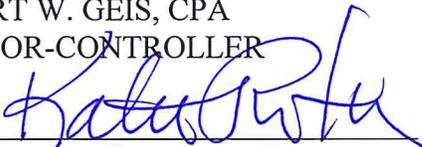
“LESSEE”
COMMUNITY ACTION COMMISSION
OF SB

By: 
Fran Forman, Executive Director

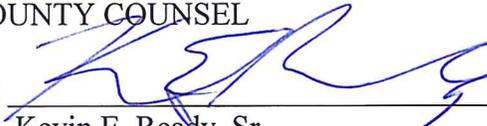
APPROVED:
By: 
Matthew P. Pontes, Director
General Services Department

APPROVED:
By: 
Takashi M. Wada, MD MPH
Director, Public Health Department

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

By: 
Deputy Auditor-Controller

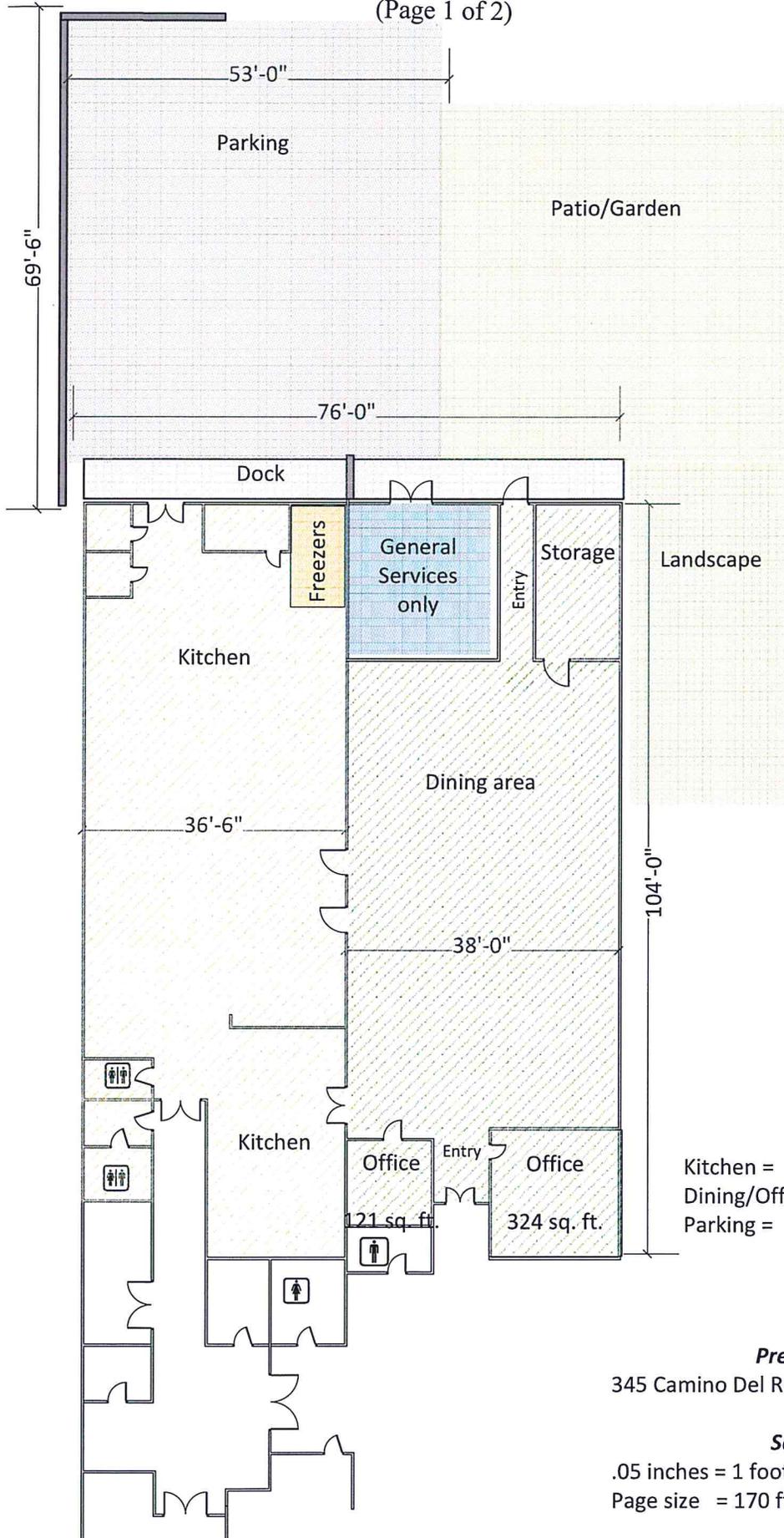
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

APPROVED:
By: 
Don Grady, Esq., Manager
Real Property Division

APPROVED:
By: 
Ray Aromatorio, ARM AIC
Risk Manager

EXHIBIT B: Premises
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Premises
345 Camino Del Remedio (Building 4)

Scale:
.05 inches = 1 foot
Page size = 170 ft. x 220 ft.

EXHIBIT B: Premises

(Page 2 of 2)

345 Camino Del Remedio, Bldg. 4

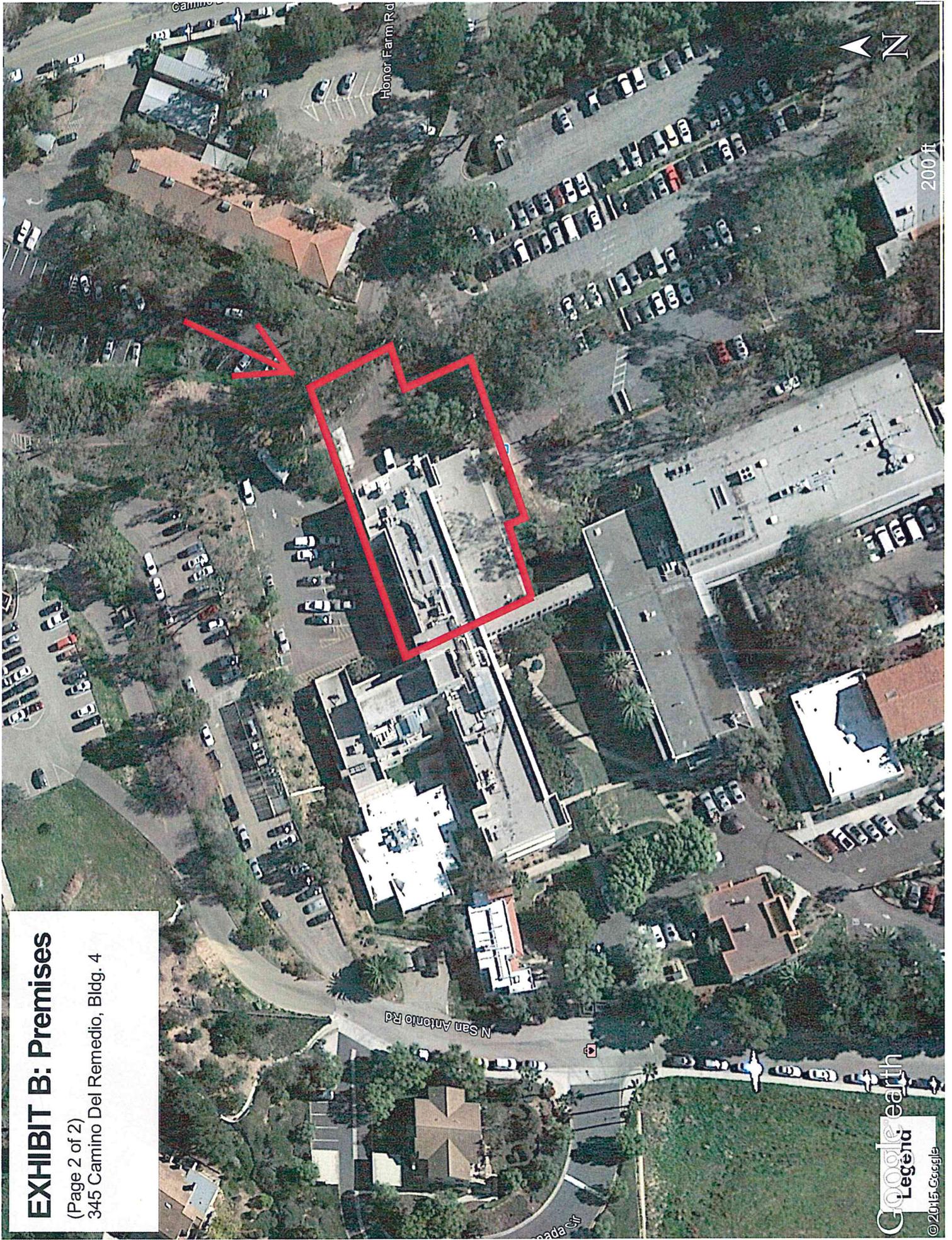


EXHIBIT C: LESSEE'S Equipment

Fixed Asset Analysis by Location Code

08Community Action Commission of Santa Barbara Co

Run Date: 03/06/2015
Run Time: 8:25:09 am
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Period Ending Date: 1/31/2015

Analysis by Location		Tag#	Acquired	Disposed	Acquisition	Cur Month	Year to Date	Total to Date	Book Value
Status:	Active								
80	FD SRV MGMT,315 CAM DE RE								
4	93 Nissan Pick Up		09/29/93		10,897.00	0.00	0.00	0.00	10,897.00
5	93 Nissan Pick Up		07/26/93		10,897.00	0.00	0.00	0.00	10,897.00
6	93 Nissan Pick Up		07/26/93		8,063.00	0.00	0.00	0.00	8,063.00
7	93 GMC Van		09/15/93		16,101.00	0.00	0.00	0.00	16,101.00
8	95 Ford Van		05/15/99		17,103.71	0.00	0.00	0.00	17,103.71
10	97 Ford Cargo Van		11/13/97		17,812.78	0.00	0.00	0.00	17,812.78
11	97 Ford Wagon		11/13/97		17,187.22	0.00	0.00	0.00	17,187.22
55	2005 Ford Ranger		01/28/05		30,929.24	515.49	0.00	0.00	30,929.24
56	2005 Ford Ranger		08/02/05		30,929.24	515.49	0.00	0.00	30,929.24
189	486SX Computer		12/31/96		3,000.00	0.00	0.00	0.00	3,000.00
190	Okidata Laser Printer		12/31/96		725.00	0.00	0.00	0.00	725.00
356	Refrigerator Door		12/31/96		1,670.00	0.00	0.00	0.00	1,670.00
381	Bulky Storage-2Tier		12/31/96		500.00	0.00	0.00	0.00	500.00
382	Dry Storage-5 Tier		12/31/96		500.00	0.00	0.00	0.00	500.00
383	Top Trace System		12/31/96		1,745.00	0.00	0.00	0.00	1,745.00
384	Spice Storage		12/31/96		537.00	0.00	0.00	0.00	537.00
385	Walk-In Cooler #1		12/31/96		1,426.00	0.00	0.00	0.00	1,426.00
386	Walk-In Cooler/Freezer		12/31/96		1,213.00	0.00	0.00	0.00	1,213.00
387	Zinc Shelving		12/31/96		916.00	0.00	0.00	0.00	916.00
388	Refrigerator		12/31/96		527.00	0.00	0.00	0.00	527.00
389	Convection Oven		12/31/96		6,916.00	0.00	0.00	0.00	6,916.00
390	Refrigerator T23		12/31/96		1,640.00	0.00	0.00	0.00	1,640.00
391	Refrigerator T23		12/31/96		1,640.00	0.00	0.00	0.00	1,640.00
392	Dishwasher		12/31/96		2,200.00	0.00	0.00	0.00	2,200.00
393	Dishwasher		12/31/96		2,581.00	0.00	0.00	0.00	2,581.00
394	20 Qt Mixer		12/31/96		2,839.00	0.00	0.00	0.00	2,839.00
395	Braising Pan		12/31/96		5,273.00	0.00	0.00	0.00	5,273.00
396	Convection Oven		12/31/96		2,920.00	0.00	0.00	0.00	2,920.00
397	Convection Oven		12/31/96		6,856.00	0.00	0.00	0.00	6,856.00
398	Lang Oven		12/31/96		6,939.00	0.00	0.00	0.00	6,939.00
399	Floor Cleaning Machine		12/31/96		3,103.00	0.00	0.00	0.00	3,103.00
400	Beverage Cooler		12/31/96		2,121.00	0.00	0.00	0.00	2,121.00
401	Selectronic II Oven		12/31/96		6,587.00	0.00	0.00	0.00	6,587.00
736	Walk-In Freezer		12/31/96		16,361.00	0.00	0.00	0.00	16,361.00
738	Wolf Range		01/27/98		1,845.04	0.00	0.00	0.00	1,845.04
740	Groen Kettle Steam S/S St		03/12/98		13,935.74	0.00	0.00	0.00	13,935.74
741	Pending Alliant Foodservi		07/23/98		3,312.05	0.00	0.00	0.00	3,312.05
754	Stockpot Range w/Casters		10/29/98		1,788.00	0.00	0.00	0.00	1,788.00
759	AmeriPak Model 245 S/S F		07/17/99		35,724.00	0.00	0.00	0.00	35,724.00
889	BLAST CHILLER		08/17/00		19,083.00	0.00	0.00	0.00	19,083.00
925	COMPUTER		06/19/05		1,512.39	25.21	0.00	0.00	1,512.39
927	HAND SEALER		06/19/05		1,829.39	30.49	0.00	0.00	1,829.39
928	54 QT. COOLER (20)		06/19/05		517.76	8.63	0.00	0.00	517.76
930	GAS RANGE		06/20/05		1,845.04	30.75	0.00	0.00	1,845.04
931	STEAM GAS KETTLE		06/20/05		10,000.00	166.67	0.00	0.00	10,000.00
932	BOOSTER		06/20/05		1,776.02	29.60	0.00	0.00	1,776.02
940	IDX270 SEALING MACH		08/01/06		43,950.00	732.50	0.00	0.00	43,950.00
5003	Y/E '96 Building Improven		12/31/96		0.01	0.00	0.00	0.00	0.01
5038	BUILDING RENOVATIO		12/31/95		61,585.09	0.00	0.00	0.00	61,585.09
6034	Ford Ranger Hotshot		12/04/07		32,309.44	0.00	0.00	0.00	32,309.44

**EXHIBIT D
MAINTENANCE AND REPAIR RESPONSIBILITIES**

Any new installations by LESSEE, including but not limited to: wiring, enhanced data lines, phone lines, etc., made to the Premises or Property subsequent to the Commencement Date shall be maintained wholly by LESSEE. COUNTY shall not be liable for any maintenance, repair, or other charges of said installation.

ITEM NO.	ITEM	COUNTY	LESSEE
1.	Building Exterior		
	Repair Walls	X	
	Painted Surfaces	X	
	Door and Window Trim	X	
	Doors, Hardware	X	
	Windows: Hardware and Screens	X	
	Locks	X	
	Roof	X	
	Rain Gutters	X	
	Flashing	X	
	Down Spouts	X	
	Lighting	X	
	Bulbs	X	
	Fixtures	X	
	Transformers	X	
	Fluorescent Lights	X	
	Ballast	X	
	Handrails	X	
	Signs (with prior COUNTY approval)		X
	Timers	X	
	Gutters	X	
	Stairs	X	
	Roof Drains	X	
	Gas/Water Lines	X	
	Elect. Lines	X	
	Phone/ Computer Lines		X
	Sewer Lines	X	
	Building Foundation	X	
	Elevator	X	
	Utility mains & appurtenances	X	

ITEM NO.	ITEM	COUNTY	LESSEE
2.	Building Interior		
	Walls		X
	Painted Surfaces		X
	Door Hardware	X	
	Locks	X	
	General Cleaning		X
	Floor, Sweeping and Cleaning		X
	Carpet, Vacuum and Cleaning		X
	Window Coverings		X
	Lighting		
	Bulbs		X
	Fixtures	X	
	Transformers	X	
	Fluorescent Lights		X
	Ballast	X	
	Handrails	X	
	Signs		X
	Timers		X
	Ceiling		X
	Toilet/Urinals (Replacement)	X	
	Toilet/Urinals (Maintenance)		X
	Sink & Faucets (Replacement)	X	
	Sink & Faucets (Maintenance)		X
	Gas Lines (<i>within leased space</i>)		X
	Water Lines (<i>within leased space</i>)		X
	Sewer Lines/Drains To Mains		X
	Phone Lines & Jacks		X
	Computer Lines & Jacks		X
	T.V. Cable & Jacks		X
	Phones		X
	Garbage Disposal		X
	Refrigerator/ Microwave		X
	Counter Tops, replacement		X
	Cabinets, replacement		X
	Kitchen Equipment		X

ITEM NO.	ITEM	COUNTY	LESSEE
3.	Grounds		
	Fences	X	
	Trash Bins		X
	Trash Enclosures	X	
	Litter Pick-up		X
	Lighting		
	Parking Lot	X	
	Timers (external)	X	
	Timers (internal)		X
	Cleaning, Sidewalks, Walkways, Parking Lot		X
	Trees	X	
	Shrubs	X	
	Flowers	X	
	Lawn	X	
	Watering	X	
	Plant Trimming	X	
	Plant Removal	X	
	Plant Replacement	X	
	Tree Care & Trimming	X	
4.	Mechanical Systems		
	Electrical Panels, Breaker, Interior	X	
	Electrical Fuses, Interior		X
	Electrical Receptacle, Switches, Interior		X
	Electrical Central Switches		X
	Heating	X	
	Air Conditioning	X	
	Water Heater		X
5.	Fire Equipment		
	Extinguisher (3ea. interior only)	X	
	Alarm Systems	X	
	Smoke Detectors	X	
	Kitchen Hood System	X	