

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attention: City Clerk

APN 087-241-001

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

LEASE AGREEMENT

CITY OF LOMPOC AND NEW BEGINNINGS COUNSELING CENTER
428 NORTH I STREET, LOMPOC, CA 93436

This Lease Agreement (“**Lease**”) is made and entered into this ___ day of _____, 2021, by and between the **CITY OF LOMPOC**, a California municipal corporation (“**Landlord**”), and **NBCC**, a California public benefit nonprofit corporation (aka New Beginnings Counseling Center) (“**Tenant**”).

RECITALS:

A. Landlord owns that real property located at 428 North I Street, in the City of Lompoc, State of California, and legally described in Exhibit A, improved with a building (“**Building**”), gravel parking lot (“**Parking Lot**”), and grounds (collectively the “**Property**”).

B. Tenant is a nonprofit public benefit organization that provides supportive services to people without permanent housing. Tenant intends to use the Leased Premises to operate a Safe Parking Program that will provide safe overnight parking to individuals and families living in their vehicles (“**Safe Parking Program**”). Tenant will also provide laundry facilities, showers, and restrooms, and provide case-management services to individuals participating in the Safe Parking Program.

C. Tenant’s Safe Parking Program and related services will serve an important public purpose by providing for the safety and wellbeing of Lompoc residents who are experiencing homelessness. Landlord is leasing the Property to Tenant for below-market-value rent in order to support Tenant in the provision of these valuable public benefits.

NOW, THEREFORE, the parties agree as follows:

1.0 LEASED PREMISES; TERM.

1.1 Leased Premises. As of the Effective Date (defined in Section 1.3), Landlord leases to Tenant and Tenant hereby hires from Landlord, the Property (“**Leased Premises**”), in AS-IS condition and subject to the terms and conditions of this Lease.

(a) Possession. Tenant acknowledges that possession of the Leased Premises will begin as of the Effective Date.

(b) Condition. Tenant has had an opportunity to inspect the Lease Premises, is fully aware of the condition of the Lease Premises, and agrees to take possession of the Leased Premises in AS-IS condition as of the Effective Date. This Lease is subject to all existing easements, covenants, servitudes, licenses, rights-of-way and all matters of record. Landlord makes no representations or warranties regarding the suitability of the Leased Premises for the Programs and Services, as defined herein.

(c) Statutory Disclosure Notice. Pursuant to California Civil Code Section 1938, Landlord provides the following statutory notice to Tenant:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

1.2 Term; Renewal. The term of this Lease shall commence on the date this Lease is recorded in the Official Records of Santa Barbara County (“**Effective Date**”) and end one (1) year thereafter (“**Term**”). The Term shall automatically extend for two (2) successive one (1) year periods unless the Lompoc City Manager provides written notice of non-renewal to Tenant at least ninety (90) days prior to the expiration of the then-current Term. This Term may only be extended beyond three (3) years by an amendment approved by the Lompoc City Council.

1.3 Holding Over. Any holding over after the expiration of the Term, with or without the consent of Landlord, express or implied, shall be construed to be a tenancy from month to month, cancellable upon thirty (30) days written notice and Tenant shall pay to Landlord the Default Monthly Rent (defined in Section 2.1(a)) per month until Tenant vacates the Leased Premises. Nothing in this Section shall imply any right of Tenant to hold over or relieve Tenant for such holding over or any damages to Landlord as a result of such holding over.

2.0 RENT; OTHER CONSIDERATION; TAXES; UTILITIES

2.1 Annual Rent & Other Consideration.

(a) Annual Rent. For each year of the Lease (“**Lease Year**”), Tenant shall pay to Landlord the sum of One Dollar (\$1.00) as annual rental (“**Annual Rent**”), which sum shall be paid in advance on the first (1st) day of each Lease Year. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice, or demand.

However, in the event that Tenant shall cease to be a Tax Exempt Entity (as defined below) or if Tenant is in Default (as defined in Section 8.1), the Annual Rent (which shall be payable

monthly) shall, at Landlord's election and notice to Tenant, increase to the fair market rental value (as determined by Landlord) for the balance of the Term which shall be, in no event, less than Two Thousand Dollars (\$2,000) per month ("**Default Monthly Rent**") and shall be payable to Landlord on the first day of each month without demand, offset, or notice. Notwithstanding the cure of any Default, the Default Monthly Rent shall be payable for the balance of the Term.

(b) **Charitable Lease.** Tenant represents and warrants to Landlord that (i) Tenant is exempt from federal income taxation pursuant to Internal Revenue Code Sections 501(c)(1) and/or 501(c)(3) and applicable California law ("**Tax Exempt Entity**"); and (ii) Tenant's use of the Leased Premises to operate a Safe Parking Program and related services is a tax exempt activity.

(c) **Programs and Services.** Tenant has represented to the City that its purpose in leasing the Leased Premises is to use the Lease Premises to operate a Safe Parking Program and provide related services (as described in Recital B) to benefit the City of Lompoc vehicular homeless population ("**Programs and Services**") and Tenant is relying on this representation in leasing the Leased Premises at a below-market-rate rental amount. In order to keep Landlord apprised of the status of Tenant's Programs and Services, Tenant agrees to provide quarterly monitoring reports to Landlord, on the form provided in Exhibit B ("**Monitoring Reports**"). Tenant's provision of the Programs and Services, and Monitoring Reports, is material consideration for this Lease.

(d) **No Security Deposit.** The parties acknowledge that Landlord does not hold any security deposit under this Lease.

(e) **Rent.** All monetary obligations of Tenant under this Lease, including, but not limited to, insurance premiums, property taxes, maintenance expenses, late charges, and utility costs shall be deemed "**Rent**" for purposes of this Lease.

2.2 Real and Personal Property Taxes.

(a) **Mandatory Disclosure Regarding Possessory Interest Taxes.** Notice is hereby given to Tenant pursuant to California Revenue and Taxation Code Section 107.6 and Health and Safety Code Section 33673 that the interest of Tenant created in the Leased Premises pursuant to this Lease may be subject to real property taxation and accordingly Tenant may be subject to the payment of property taxes levied on said possessory interest unless Tenant otherwise qualifies for an exemption. It is Tenant's obligation to secure any such exemption.

(b) **Payment of Taxes.** To the extent that any *ad valorem* tax is imposed, or sought to be imposed, on the Leased Premises (either in the form of a possessory interest tax or otherwise), Tenant shall pay, at the election of Landlord, either directly to the taxing authority or to Landlord, annual real estate taxes and assessments levied upon the Leased Premises (including any possessory interest taxes), as well as taxes of every kind and nature levied and assessed in lieu of, in substitution for, or in addition to, existing real property taxes. Such amount shall be paid on the date that is twenty (20) days prior to the delinquent date or, if Landlord receives the tax bill, ten (10) days after receipt of a copy of the tax bill from Landlord, whichever is later.

Upon termination of this Lease, Tenant shall immediately pay to Landlord any final amount of Tenant's share of such taxes and assessments as determined by Landlord.

(c) **Personal Property Taxes.** During the Term, to the extent that any personal property tax is assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Leased Premises, Tenant shall pay prior to delinquency all such taxes, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the Leased Premises.

2.3 Utilities. Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, sewer, telephone service, trash removal and all other services and utilities used in, upon, or about the Leased Premises during the term of this Lease.

3.0 USE OF THE LEASED PREMISES.

3.1 Permitted Use. The Leased Premises shall only be used for the operation of a Safe Parking Program and related services, including provision of laundry facilities, showers, and bathrooms for Safe Parking Program users, and offices for Tenant employees engaged in operation of the Safe Parking Program or providing case management or counseling services to Safe Parking Program users. The Safe Parking Program shall comply with all City of Lompoc requirements (including permitting requirements), including those which take effect after the Effective Date, and shall comply with the special restrictions listed in Exhibit C. Tenant shall not use the Leased Premises for any other purposes without the prior written consent of Landlord.

3.2 Prohibitions.

(a) **General.** Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other parties, injure or annoy them or use or permit the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Leased Premises, or commit or suffer to be committed any waste in or upon the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Leased Premises, or part thereof, or the contents of the Leased Premises, or cause cancellation of any insurance policy covering the Leased Premises, or part thereof, or its contents. Tenant shall not operate any retail operations on the Leased Premises without the prior written consent of Landlord.

(b) **No Fees or Charges.** Tenant shall not impose or collect any fee, charge, or other payment for entrance onto or use of the Leased Premises by participants in the Safe Parking Program.

(c) **Use of Premises for Program Participants Only.** Overnight parking on the Lease Premises shall only be available for participants in the Safe Parking Program and on-duty Tenant employees.

3.3 Compliance with Laws. Tenant shall, at its sole cost and expense, comply

with all applicable laws, ordinances and regulations of any governmental agency having jurisdiction in force on the Effective Date as may thereafter be modified. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between Landlord and Tenant.

3.4 Signs. The placement or construction of signs on the Leased Premises shall comply with Chapter 17.316 of the Lompoc Municipal Code, including any revision thereof and shall also be subject to the discretionary approval by Landlord.

3.5 Continuous Operations. Tenant shall commence operations of the Programs and Services within six (6) months of the Effective Date and shall thereafter continuously operate the Lease Premises for the benefit of the public with standard operational hours to be established by Tenant and approved by Landlord throughout the duration of the term (“**Continuous Operation Covenant**”).

4.0 ALTERATIONS; REPAIRS; MAINTENANCE.

4.1 Alterations & Improvements. Tenant shall not make, or suffer to be made, any alterations or improvements to the Leased Premises, or any part thereof, without the prior written consent of Landlord, which may be withheld or conditioned in Landlord’s sole discretion. Any alterations to the Leased Premises, except movable furniture and trade fixtures, shall automatically be a part of the Leased Premises and, at the expiration or earlier termination of this Lease, shall belong to Landlord. As a condition to such approval, Landlord may require that any such alterations be removed at termination of the Lease. Any removal of alterations or furniture and trade fixtures shall be completed in a good and workmanlike manner at Tenant’s sole cost and expense. Any damage occasioned by removal shall be repaired at Tenant’s expense so that the Leased Premises will be surrendered in a good, clean and sanitary condition. Any and all trade fixtures, equipment, or appurtenances installed by Tenant shall conform with the requirements of all municipal, state, federal, and governmental authorities including requirements pertaining to the health, welfare, or safety of employees or the public.

4.2 Maintenance and Repair. During the Term, Tenant, at Tenant’s sole cost and expense, shall be responsible for day-to-day cleaning of the Building and janitorial services, the sweeping of sidewalks adjacent to the Building, the maintenance of landscaping on the Leased Premises, the repair of any damage to the Leased Premises caused by Tenant or Tenant’s employees or invitees, and the maintenance and repair of the Parking Lot (including as described in Section 4.3), to the reasonable satisfaction of Landlord. Landlord, at Landlord’s sole cost and expense, shall be responsible for all other maintenance and repair of the Building and grounds. Tenant waives all right to make repairs at the expense of Landlord, and Tenant shall obtain any required governmental permits for any maintenance or repair work required under this Lease. Tenant agrees on the last day of the Term or sooner termination of this Lease, to surrender the Leased Premises, with appurtenances, in the same condition as when originally received by Tenant, with the addition of any improvements authorized or made by Landlord and not required to be removed, and in a good, clean and sanitary condition, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Landlord reserves the right, under Section

10.1, to inspect the Leased Premises to assure that Tenant is in compliance with its obligations under this Lease.

4.3 Contamination. Notwithstanding any provision in the previous paragraph, Tenant shall be responsible to prevent the dumping, draining, or seepage of vehicle-related liquids, human waste, or any hazardous material on or into the Leased Premises (including the Parking Lot) caused by Tenant or Tenant's invitees or permittees ("Contamination"), and shall be responsible for cleaning and remediating any Contamination at its sole expense before or upon demand from Landlord. Failure to do so shall be grounds for termination of this Lease and may result in fines being levied by Landlord for violation of local laws. If Tenant fails to completely clean or remediate Contamination within thirty (30) days' notice from Landlord (or does not commence cleaning or remediation within thirty (30) days after notice if such cleaning or remediation will reasonably take longer than thirty (30) days), then Landlord may enter the Leased Premises and clean or remediate the Contamination and any costs incurred by Landlord in so doing (including attorney's fees) shall be reimbursed by Tenant within fifteen (15) days of receiving an invoice from Landlord.

4.4 No Claims Against Leased Premises. Tenant shall not suffer or permit to be enforced against the Leased Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any claim for any work of construction, repair, restoration, replacement or improvement of or to the Leased Premises or any other claim or demand however the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Leased Premises. Tenant agrees to indemnify and hold Landlord and the Leased Premises free and harmless of all liability for any and all such claims and demands, together with Landlord's reasonable attorneys' fees and all costs and expenses in connection with any such claims or liens.

5.0 INSURANCE AND INDEMNIFICATION.

5.1 Insurance Provided by Tenant.

(a) Personal Property Insurance. Tenant, at its expense, shall maintain fire and extended coverage insurance written on a per occurrence basis on its trade fixtures, equipment, personal property and other materials within the Leased Premises from loss or damage to the extent of their full replacement value.

(b) Liability & Property Insurance. Tenant shall, at Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, maintain comprehensive general liability insurance insuring against claims for bodily injury, death or property damage occurring in, upon or about the Leased Premises and on any sidewalks directly adjacent to the Leased Premises written on a per occurrence basis in an amount not less than a combined single limit of TWO MILLION DOLLARS (\$2,000,000) for bodily injury, death, and property damage. Tenant shall also provide fire and property damage insurance to Landlord in the amount of the fair market value of the Leased Premises.

(c) Workers' Compensation Insurance. Tenant shall, at Tenant's sole cost and expense, maintain a policy of workers' compensation insurance in an amount as will

fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Tenant and Landlord against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Tenant in the course of conducting Tenant's business in the Leased Premises.

(d) General Provisions. All of the policies of insurance required to be procured by Tenant under this Lease shall be primary insurance and shall name Landlord, its elected or appointed officers, employees, and agents as additional insureds. The insurers shall waive all rights of contribution they may have against Landlord, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to Landlord. Prior to the Effective Date and at least thirty (30) days prior to the expiration of any insurance policy, Tenant shall provide Landlord with copies of all applicable policies evidencing the required insurance coverages written by insurance companies acceptable to Landlord, licensed to do business in the State of California and rated A:VII or better by Best's Insurance Guide. In the event the City Manager of Landlord, or his/her designee ("**Risk Manager**") determines that (i) Tenant's activities in the Leased Premises creates an increased or decreased risk of loss to Landlord, (ii) greater insurance coverage is required due to the passage of time, or (iii) changes in the industry require different coverages be obtained, Tenant agrees that the minimum limits of any insurance policy required to be obtained by Tenant may be changed accordingly upon receipt of written notice from the Risk Manager; provided that Tenant shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of Landlord within ten (10) days of receipt of notice from the Risk Manager.

(e) Failure to Maintain Insurance; Proof of Compliance. If Tenant fails or refuses to procure or maintain insurance required by this Lease, or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in full force and paid for, Landlord shall have the right but not the obligation, at Landlord's election and on five (5) days' notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at the rate of ten percent (10%) per annum or the maximum allowable legal rate in effect in the State of California on the date when the premium is paid, whichever is higher, to be paid on the first day of the month following the date on which the premium was paid. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the day of the notice. Notwithstanding that Landlord may secure policies under this Section, the failure of Tenant to obtain and maintain insurance under this Lease shall also constitute a material default by Tenant.

5.2 Indemnification. Tenant shall defend, indemnify, and hold Landlord harmless from, and reimburse Landlord for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of the Leased Premises in connection with or related to, the use by Tenant or any third party (including Tenant's officers, directors, employees and invitees) of the Leased Premises or any facilities located thereon in connection with the activities being conducted by Tenant. In addition, Tenant shall defend, indemnify, and hold Landlord harmless from any breach or default in the performance of any obligation to be performed by Tenant under this Lease, any violation of governmental law or regulation, or any intentional misconduct or negligence of Tenant, or any officer, agent,

employee, guest, or invitee of Tenant, regardless of whether such intentional misconduct or negligence was active or passive.

In the event of the occurrence of any event which is an indemnifiable event pursuant to this Section, Tenant shall notify Landlord promptly and, if such event involves the claim of any third person, Tenant shall assume all expenses with respect to the defense, settlement, adjustment, or compromise of any claim; provided that Landlord may, if it so desires, employ counsel at its own expense to assist in the handling of such claim. Tenant shall obtain the prior written approval of Landlord before entering into any settlement, adjustment or compromise of such claim. Tenant shall reimburse Landlord or any third party (including officers, directors, and employees of Landlord) for any legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided. All indemnification obligations hereunder shall survive the expiration or termination of this Lease. Notwithstanding the generality of the foregoing, Tenant's obligation to indemnify Landlord shall not extend to liability solely caused by the gross negligence or willful misconduct of Landlord, its officers, employees or agents on the Leased Premises, or events or activities conducted by Landlord.

6.0 ABANDONMENT AND SURRENDER; DAMAGE.

6.1 Abandonment. Tenant shall not vacate or abandon the Leased Premises at any time during the Term; and if Tenant shall abandon, vacate or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of Landlord. Tenant shall be deemed to have abandoned the Leased Premises if it fails to maintain the required business hours established pursuant to Section 3.5.

6.2 Surrender of Lease. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing authorized subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all of such subleases or subtenancies.

6.3 Damage. In the event the Leased Premises are destroyed or damaged by fire or other casualty or act of God as to be rendered uninhabitable ("**Casualty**"), this Lease may be terminated by either party in its sole discretion upon written notice to the other party within thirty (30) days of such occurrence. Tenant agrees to promptly notify Landlord in writing of any damage to the Leased Premises resulting from a Casualty.

7.0 ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet all or any portion of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld or conditioned in the sole discretion of Landlord. For purposes of this Lease, an assignment shall be deemed to include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Tenant, taking all transfers into account on a cumulative basis. Landlord shall be under no obligation to consider a request for Landlord's consent to an assignment until Tenant shall have submitted in writing to Landlord a request for Landlord's consent to such assignment together with audited financial statements of the proposed assignee, evidence that the proposed assignee is a Tax

Exempt Entity, a history of the proposed assignee's business experience, and such other information as required by Landlord.

8.0 DEFAULT AND REMEDIES.

8.1 Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) Tenant fails to pay Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice by Landlord to Tenant.

(b) Landlord determines that Tenant has failed to provide the Programs and Services, or fails to submit quarterly Monitoring Reports, as set forth in Section 2.1.c.

(c) Tenant violates the Continuous Operations Covenant set forth in Section 3.5.

(d) Tenant fails to provide the insurance policies in compliance with Section 5.1.

(e) A failure by Tenant to observe or perform any other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice by Landlord to Tenant; provided, however, that if the nature of the default involves such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes said cure to completion.

(f) Tenant makes any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located in or about the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located in or about the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

Any repetitive failure by Tenant to perform its obligations, though intermittently cured, may, at the sole election of Landlord, be deemed an incurable default.

Any notice required to be given by Landlord under this Section 8.1 shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

8.2 Remedies. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, without notice or demand, and without limiting Landlord in the exercise of a right or remedy Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Leased Premises by any lawful means, and terminate this Lease, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation and alteration of the Leased Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. Unpaid installments of Rent or other sums shall bear interest from due date thereof at the rate of ten percent (10%) per annum or at the maximum legal rate then in effect in California, whichever is higher. In the event Tenant shall have abandoned the Leased Premises, Landlord shall have the option of (1) taking possession of the Leased Premises and recovering from Tenant the amount specified in this subparagraph, or (2) proceeding under the provisions of the following subparagraphs.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by Landlord as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon Landlord until the time of trial of any such action or proceeding.

(d) Take custody of all personal property owned by Tenant on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease.

8.3 No Waiver. The waiver by Landlord of any term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition in this Lease. Acceptance of late payment of Rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease.

8.4 Landlord's Default. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Leased Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be deemed in default if Landlord commences performance within a (30) day period and thereafter diligently prosecutes the same to completion. Tenant shall have the right to terminate this Lease as a result of Landlord's default but not to any damages.

8.5 Sale of Leased Premises. In the event of the sale of the Leased Premises, Landlord shall be entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Leased Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of Landlord under this Lease.

9.0 CONDEMNATION. In the event a condemnation or a transfer in lieu thereof results in a taking of any portion of the Leased Premises, Landlord may, or in the event a condemnation or a transfer in lieu thereof results in a taking of twenty-five percent (25%) or more of the Leased Premises, either party may, upon written notice to the other party given within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award and Tenant expressly waives any right or claim to any part thereof. Tenant shall, however, have the right to claim and recover, only from the condemning authority (but not from Landlord), any amounts necessary to reimburse Tenant for the cost of relocation and removing fixtures.

10.0 MISCELLANEOUS.

10.1 Entry and Inspection. Tenant shall permit Landlord and its agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same for compliance with applicable municipal or other laws, rule, and regulations, for the purpose of assuring that Tenant is complying with the terms and conditions of this Lease, for the purpose of confirming maintenance of the Leased Premises as required by this Lease, and/or to evaluate the completion of work requested and undertaken by Tenant (including compliance with correction notices, if any), or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the Leased Premises any usual or ordinary signs or any signs for public safety as determined by Landlord. Landlord shall be permitted to do any of the above without any liability to Tenant for any loss of occupation or quiet enjoyment of the Leased Premises. Tenant shall permit Landlord, at any time within six (6) months prior to the expiration of this Lease, to place upon the Leased Premises any usual or ordinary "For Lease" signs, and during such six (6) month period Landlord or his agents may, during normal operating hours, enter upon said Leased Premises and exhibit same to prospective tenants.

10.2 Estoppel Certificate. Tenant agrees, within ten (10) days after written request, to deliver to Landlord such estoppel certificate in the form provided by Landlord together with Tenant's current financial statements. Tenant shall be liable for any loss or liability resulting from any incorrect information in the estoppel certificate.

10.3 Time of the Essence. Time is of the essence of this Lease and each and all of its provisions.

10.4 Jurisdiction and Venue. The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Lease, and service mailed to either party as set forth herein shall be adequate service for such litigation. The parties further agree that Santa Barbara County, California, is the proper venue for any litigation.

10.5 Successors in Interest. All covenants shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

10.6 Entire Agreement. This (i) Lease covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this Lease, (ii) supersedes any and all previous obligations, agreements and understandings between the parties, oral or written; and (iii) merges all preliminary negotiations and agreements of whatsoever kind or nature herein. Tenant acknowledges that no representations or warranties of any kind or nature not specifically set forth herein have been made by Landlord or its agents or representatives.

10.7 Construction. This Lease shall be construed according to its fair meaning as if prepared by both parties. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

10.8 Authority. Tenant represents that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms. Tenant represents and warrants to Landlord that the entering into this Lease does not violate any provisions of any other agreement to which Tenant is bound.

10.9 Relationship of Parties. The relationship of the parties is that of Landlord and Tenant. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's activities, programs, services, or charitable purposes or activities.

10.10 Nondiscrimination. Tenant herein covenants for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises herein leased, nor shall Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Leased Premises.

10.11 Notices. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("U.S. Mail"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

Tenant: New Beginnings Counseling Center
3769 Constellation Road, Suite B
Lompoc, CA 93436

Landlord: City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attention: City Manager

With Copy to: City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attention: City Attorney

10.12 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

10.13 Attorney's Fees. In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

10.14 Force Majeure. If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of all obligations under this Lease.

10.15 Quiet Enjoyment. As long as Tenant is not in default under this Lease, Tenant shall have quiet enjoyment of the Leased Premises during the Term.

10.16 Recordation of Lease. In accordance with Government Code Section 37393, this Lease shall be recorded in the Official Records of Santa Barbara County. Upon termination of the Lease, Tenant shall execute and acknowledge any documents reasonably requested by Landlord in order to terminate the Lease of record. This obligation shall survive termination of this Lease for any reason.

10.17 Exhibits Incorporated. Exhibits A, B, & C attached to this Lease are made a part hereof as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year specified below.

TENANT

NBCC, a California public benefit nonprofit corporation

By: _____
Its: _____

By: _____
Its: _____

LANDLORD

CITY OF LOMPOC, a California municipal corporation

By: _____
James Throop, City Manager

ATTEST

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Jeff Malawy, City Attorney

[END OF SIGNATURES]

EXHIBIT A

LEGAL DESCRIPTION

Lots 33, 34, 35, 36, 37, 38, 39, 40 of Block 21 of the City of Lompoc in the County of Santa Barbara, State of California as per map thereof recorded in Book 1, page 45 of Maps and Survey of Official records of Santa Barbara County, State of California.

APN: 087-241-001

Address: 428 North I Street, Lompoc, CA 93436

EXHIBIT B

QUARTERLY MONITORING REPORT

Instructions: Submit this status report to the City no later than the **15th** of the month following the end of each quarter. Reports may be submitted via email to c_alarcon@ci.lompoc.ca.us and copy the City Clerk s_haddon@ci.lompoc.ca.us

<input type="checkbox"/> 1st Quarter January 1 – March 31	<input type="checkbox"/> 2nd Quarter April 1 – June 30	<input type="checkbox"/> 3rd Quarter July 1 – September 30	<input type="checkbox"/> 4th Quarter October 1 – December 31
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Agency: New Beginnings Counseling Center
Email: _____

Contact: _____
Phone: _____

Reporting Period Narrative

Briefly describe major quarterly activities/accomplishments/incidents and/or concerns, and depict the status of program objectives. If the program is not performing as planned, provide an explanation.

--

Direct Benefit Data

Total # of Vehicles (unduplicated) during reporting period:	
Total # of persons (unduplicated) assisted during reporting period:	
Total # of nights of shelter (i.e. 1 vehicle stayed 3 nights, 3 vehicles stayed 75 night = 78 nights of shelter)	

Accomplishment Data

Number of persons who transitioned into housing during the reporting period:	
Number of persons who obtained benefits during the reporting period:	
Number of persons who obtained employment during the reporting period:	

EXHIBIT C

SPECIAL RESTRICTIONS

Tenant shall comply with the following Special Restrictions when providing the Programs and Services; provided, that in the event any of these Special Restrictions conflicts with requirements of any ordinance, resolution, policy, or regulation adopted by the City of Lompoc, whether in existence on or adopted after the Effective Date (“**City Regulations**”), the City Regulations shall prevail and Tenant shall comply with all such City Regulations.

1. Participant Agreement. Tenant shall require individuals who wish to participate in the Safe Parking Program (“**Participants**”) to enter into a written agreement with Tenant, requiring Participants to comply with the following requirements, at a minimum:

- a. No drugs or alcohol may be contained in the vehicle or consumed on Lease Property.
- b. No cooking or food preparation may be performed outside of the Participant’s vehicle. No shelters of any kind shall be set up outside of the Participant’s vehicle.
- c. All trash, including human waste, must be disposed of properly.
- d. No music may be played that is audible on the surrounding sidewalk or in surrounding buildings.
- e. Parking is limited to the program hours and days as agreed with City.
- f. At least one Participant per vehicle must possess a current driver’s license, vehicle registration, and insurance for the vehicle that will be parked in the designated space. Tenant will keep a copy of all three documents in its records.
- g. Vehicle may only be occupied by designated Participants and approved registered household members. Guests are not allowed.
- h. Participants must comply with all applicable local, state, and federal laws, rules, and regulations.
- i. Failure to follow all rules will result in termination from the program and expulsion from the Leased Premises.
- j. Participants and household members waive any relocation benefits in the event the Safe Parking Program is terminated.
- k. Participants acknowledge and agree that they will have no rights to enter onto the Leased Premises following termination of this Lease.

Tenant shall provide Landlord with a draft copy of the Participant Agreement before commencing operation of the Safe Parking Program and shall revise the Agreement as directed by City.

2. Authorized Vehicles Only. Tenant will use reasonable efforts to ensure that only one vehicle owned by the Participant is parked in the designated space during program hours. Tenant will supply the Participant, who is authorized to use the designated space, a “permit” to be displayed in the Participant’s vehicle window. Only authorized Participants (and on-duty staff members) will be allowed to park overnight on the Lease Premises.

3. Removal of Vehicles. Subject to the California Vehicle Code, upon notification by Landlord, Tenant will remove any vehicle parked on the Leased Property after 7:00 a.m., including but not

limited to any abandoned and inoperable vehicle. Upon notification by Landlord, Tenant will also remove any vehicle that is owned by a Participant that is parked anywhere on the Leased Premises other than in a designated space and any unauthorized vehicle parked on the Leased Premises.

4. Security and Lighting. Tenant shall be solely responsible for the security of the Leased Premises and shall provide sufficient security and lighting on the Lease Premises during operating hours to comply with all laws and ensure the safety of Participants.