FIRST AMENDMENT
TO COUNTY COURTHOUSE ANNEX BUILDING FOOD AND BEVERAGE
CONCESSION CONTRACT, 1050 MONTEREY STREET, SAN LUIS OBISPO

WHEREAS, the County of San Luis Obispo (hereinafter referred to as "County") and Neighborhood Neighbor's Food, Inc., a California corporation (hereinafter referred to as "Concessionaire") have entered into a County Courthouse Annex Building Food and Beverage Concession Contract, 1050 Monterey Street, San Luis Obispo dated January 27, 2009 ("Contract") ; and

WHEREAS, the term of this Contract shall expire on January 12, 2014; and

WHEREAS, County and Concessionaire desire to amend the terms of this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree that the aforesaid Contract is hereby amended as follows:

1. Section 3. **Term** is deleted and replaced with the following sentence:
   "**Term:** The term of this Contract shall expire on January 12, 2019."

2. The following paragraph is added at the end of Section 10. **Maintenance and Repairs**:
   "Concessionaire shall adhere to the requirements of the permit issued to the County of San Luis Obispo by the Regional Water Quality Control Board (RWQCB) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the permit, and Concessionaire shall adhere to Best Management Practices (BMPs) attached as Exhibit C and/or to future BMPs required by the RWQCB. Concessionaire shall allow County to inspect the Premises to verify compliance with BMPs and will cooperate with County to fulfill the reporting requirements of the RWQCB."

3. The first sentence of Section 18. **Hours of Operation, Quality of Service, and Control of Rates and Charges** is deleted and replaced with the following sentence:
   "Concessionaire shall conduct and carry on its business in the Premises continuously during the term of this Contract and shall keep the Premises open for business during the minimum hours of 7:30 A.M. to 3:00 P.M. Monday through Thursday and 7:30 A.M to 2:00 P.M. on Friday, excluding holidays of the San Luis Obispo County Government."

4. Section 20. **Hold Harmless Agreement** of the Contract is deleted and replaced with the following:
   "**Indemnification**: Concessionaire shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, the agreement created under this Contract, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
   The preceding paragraph applies to any theory of recovery relating to said act or omission by the Concessionaire, or its agents, employees or other independent contractors directly responsible to Concessionaire, including, but not limited to, the following:

A. Violation of statute, ordinance, or regulation.
B. Professional malpractice.
C. Willful, intentional or other wrongful acts, or failures to act.
D. Negligence or recklessness.
E. Furnishing of defective or dangerous products.
F. Premises liability.
G. Strict liability.
H. Inverse Condemnation.
I. Violation of civil rights.
J. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting sales or payroll taxes, when the Concessionaire is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

5. Paragraph 21. **Insurance** is deleted and replaced with the following:
"**Insurance**: Concessionaire shall obtain and maintain insurance for the entire term of the Contract and Concessionaire shall have no access to the property under this Contract until after it has obtained insurance complying with the provisions of this paragraph, delivered a certified copy of each insurance policy to the County, and obtained County approval of all such policies. Said policies shall be issued by companies authorized to do business in the State of California, or otherwise approved by the County Risk Manager. Concessionaire shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Comprehensive Liability Insurance: Concessionaire shall maintain in full force and effect for the period covered by this Contract, comprehensive liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Concessionaire's operations in the performance of this Contract, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollar ($1,000,000). The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
(2) The policy must cover personal injury as well as bodily injury.
(3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 of the California Labor Code, et seq., if Concessionaire has any employees, Concessionaire is required to be insured against liability for workers' compensation or to undertake self insurance for the entire term of this Contract.

C. Additional Insureds to be Covered: The professional liability and comprehensive liability policies shall name the "County of San Luis Obispo, its officers and employees" as

additional insureds. The policy shall provide that the Concessionaire's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

D. Certification of Coverage: At Contract Commencement, Concessionaire shall furnish County with the following for each insurance policy required to be maintained by this Contract:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) A copy of the Concessionaire 's Workers' Compensation policy need not be provided, but a copy of proof of coverage does need to be provided.

(3) Upon further written request, the Concessionaire shall provide a copy of the entire insurance policy and not just the "face sheet" or proof of coverage.

(4) Approval of Insurance by County shall not relieve or decrease the extent to which the Concessionaire may be held responsible for payment of damages resulting from Concessionaire 's services or operations pursuant to this Contract. Further, County's act of acceptance of an insurance policy does not waive or relieve Concessionaire's obligations to provide the insurance coverage required by the specific written provisions of this Contract.

E. Effect of Failure or Refusal: If Concessionaire fails or refuses to procure or maintain the insurance required by this Contract, or fails or refuses to furnish County with the certifications required by subparagraph (D) above, County shall have the right, at its option, to forthwith terminate the Contract for cause.

Concessionaire shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises, as set forth above.

6. The following sentence is added to the end of the first paragraph of Section 26. **Assignment of Contract:**
"The Director is authorized by the County to approve the assignment of this contract."

7. In the second to last paragraph of Section 26. **Assignment,** the dollar amount of the letter of credit is changed from "Ten Thousand Dollars ($10,000.00)" to "Two Thousand Dollars ($2,000.00)."

////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____, 2013.

COUNTY OF SAN LUIS OBISPO

By: _____
Acting Chairperson of the Board of Supervisors

APPROVED BY THE BOARD OF SUPERVISORS

THIS _____ day of _____, 2013.

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Chief Deputy County Counsel

Date: 8/30/13

CONCESSIONAIRE: Neighborhood Neighbor's Food, Inc.

By: Young O. Kim
Young Kim, President

Date: 8.30.2013

By: Paula
Paula Kim, Treasurer

Date: 8.30.2013

Exhibit C

Protect Our Coast and the Ocean

Did you know that …
Every time you wash down storage areas, wash kitchen mats in an alley or sidewalk , or dump mop water outside—food particles, grease, cigarette butts, cleaners and other wastes flow into storm drains and end in our local Creeks and the Ocean. These wastes contaminate our local waterways and are hazardous to humans, fish and other wildlife.

Remember You are The Solution to Stormwater Pollution!

DON'TS:

Don't
Wash floor mats, hood filters , and other equipment outdoors.

Don't:
Hose down trash/recycle bins, grease storage or parking areas unless storm drains are blocked and water is vacuumed or pumped to the sanitary sewer.

Don't:
Dump grease into trash bins or sinks. Disposing of grease into sanitary sewers is prohibited because it clogs sewer lines. Never pour grease into gutters or storm drains.

Don't:
Power wash roof exhaust equipment, building exteriors, or other outside areas unless the storm drains are blocked and wash water is vacuumed or pumped to the sanitary sewer.

DOS:

Do!
Wash mats indoors near a kitchen floor drain connected to a sanitary sewer or in the mop sink.

Do!
Use dry clean methods such as sweeping or vacuuming to keep waste storage areas, parking lots, and other outside areas clean. Use a kitty litter type absorbent on grease and oil spots and to clean up

Do!
Collect grease in containers and contact a licensed recycling company to haul them away. The grease will be recycled into useful products like soaps, animal feed, or biodiesel fuel.

Do!
Contract with a mobile cleaning company who agrees to collect all wash water for proper disposal. Sidewalks may be rinsed sparingly using water only if trash and debris are first swept up and grease is removed.

Water that runs off sidewalks, alleys, and street gutters flows into storm drains. Anything entering storm drains flows directly to our Creeks and the Ocean. Unlike sanitary sewers (sinks, toilets etc.) which flow to a wastewater treatment plant, storm drains flow directly to local water ways without treatment of any kind!

A special thanks to the Alameda Countywide Clean water Program and the City of Pleasanton for poster concept and design.