

**FIFTH AMENDMENT TO THE RENTAL AGREEMENT BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND  
SENIOR NUTRITION PROGRAM**

This **FIFTH AMENDMENT** is to that Rental Agreement dated February 24, 2004, by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County", and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, hereinafter referred to as "Tenant."

**WHEREAS**, Tenant currently occupies approximately 3,644 square feet of improved space ("Premises") within a County owned building (known as the "Health Campus") located on County owned land, which consists of an improved commercial kitchen (approximately 2,377 square feet), dining room area (approximately 997 square feet) and office space (approximately 270 square feet),

**WHEREAS**, Tenant occupies the Premises, pursuant to the Rental Agreement, as amended, for the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo and secondary purpose of maintaining the dining room area and providing food services to Health Campus employees and general public; and

**WHEREAS**, since commencement of the Rental Agreement, there have been four executed Amendments to the Rental Agreement; and

**WHEREAS**, the First and Second Amendments to the Rental Agreement redefined paragraph 4. Rent; and

**WHEREAS**, the Third and Fourth Amendments to the Rental Agreement addressed, in part, the addition of office space to the Premises and redefined Tenant's food service responsibilities; and

**WHEREAS**, over the term of the Rental Agreement, the Tenant has managed and maintained the Premises in first rate order, however the demand and practicality of maintaining the dining room area and providing food services (e.g., an assortment of prepared items, dairy products, fresh perishable items, and hot lunch entrees) to the Health Campus employees and general public has not been justified other than by vending machines; and

**WHEREAS**, Tenant desires and staff concurs that the dining room area should be

removed from the Premises, and that Tenant should be relieved of all food service responsibilities at the Premises, thus allowing the Tenant to direct all of its energy and resources to the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo; and

**WHEREAS**, the purposes of this Fifth Amendment to the Rental Agreement are: (1) to remove the dining area from the Premises thereby reducing the Premises to approximately 2,647 square feet; and (2) to remove all of Tenant’s food service obligations to the Health Campus employees and general public at the Premises and

**WHEREAS**, pursuant to California Government Code section 25372 it is in the best interest of the public for the Tenant to continue to occupy the reduced square footage Premises of County owned space within a County owned building to provide meals to senior citizens throughout the County of San Luis Obispo.

**NOW THEREFORE**, the parties hereto agree to the following terms and conditions:

That the Rental Agreement between the County of San Luis Obispo and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, dated February 24, 2004, as amended, be and is hereby amended as follows:

1. Paragraph 1. “Premises” is amended to read: “County hereby provides to Tenant those certain premises located in a portion of a County owned building located at 2180 Johnson Avenue in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, consisting of approximately 2,647 square feet of kitchen area and office space, as shown on Exhibit “A”, attached hereto and incorporated herein by this reference.”

2. Paragraph 6 “Uses” is amended by deleting sub-paragraph 7 (which was added by the Fourth Amendment to Rental Agreement), thereby relieving the Tenant of any and all obligation to provide food services to the Health Campus employees and general public at the Premises.

All other provisions of said Rental Agreement, as amended, shall continue in full force and effect.

//////////////////////////////////**NOTHING FURTHER PAST THIS POINT**//////////////////////////////////

IN WITNESS WHEREOF, County and Lessor have executed this Fifth Amendment effective on \_\_\_\_\_, 2014.

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

LESSEE: Senior Nutrition Program of San Luis Obispo County, a 501(c) 3 private nonprofit corporation.

Approved by the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2014

I, **Elias Nimeh**, certify that I am authorized to sign as Executive Director of the **Senior Nutrition Program of San Luis Obispo County** the within instrument in my stated capacity and that said execution of the same shall be binding.

ATTEST:



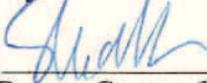
\_\_\_\_\_  
Clerk of the Board of Supervisors

Elias Nimeh, Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Date: 12/16/2013

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Date: 12/19/2013

EXHIBIT A

