

Project: Bridgehouse Third
Amendment
Folio: 003672
APN: 099-150-057

THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE 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

GOOD SAMARITAN SHELTER, a California public benefit corporation, hereinafter referred to as "LICENSEE,"

with reference to the following:

WHEREAS, the COUNTY is the fee owner of that certain real property and improvements commonly known as the "Bridgehouse," located at 2025 Sweeney Road, Lompoc, CA 93436, consisting of a portion of Assessor Parcel Number 099-150-057, and shown on the attached Exhibit "A" incorporated herein by this reference (hereinafter "Property"); and

WHEREAS, COUNTY and LICENSEE entered into a License Agreement (hereinafter "Agreement") dated March 24, 2015, for LICENSEE's use of a portion of the Property to operate an emergency homeless shelter and a transitional housing facility (hereinafter "Shelter"); and

WHEREAS, the Agreement was subsequently amended by the First Amendment to License Agreement (hereinafter "First Amendment"), dated October 16, 2018, for the purpose of constructing, operating and maintaining a new leach-field to accommodate the septic system's functionality; and

WHEREAS, the Agreement was subsequently amended by the Second Amendment to License Agreement (hereinafter "Second Amendment"), dated July 16, 2019, for the purpose of installing and operating a 560 square foot modular building to provide supportive services and serve as a navigation center; and

WHEREAS, LICENSEE is funded through separate agreements to maintain and operate the Shelter; and

WHEREAS, on June 4, 2019, the Board authorized the submittal of the County of Santa Barbara Department of Community Services' Fiscal Year 2019-20 Annual Action Plan (hereinafter "Action Plan") to the Federal Department of Housing and Urban Development, which included funding to the LICENSEE to maintain and operate the Shelter and/or provide services for homeless individuals and families; and

WHEREAS, in response to COVID-19, a Local Emergency Proclamation was made by the County of Santa Barbara Director of Emergency Services on March 12, 2020 and ratified by the County Board of Supervisors on March 17, 2020 (the “COVID-19 Local Emergency Declaration”); and

WHEREAS, on November 17, 2020, the County Board of Supervisors authorized execution of a subrecipient agreement with Good Samaritan Shelter to provide essential services and operation of a Temporary Emergency Shelter in Isla Vista; and

WHEREAS, the Temporary Shelter license in Isla Vista expires on June 30, 2021; and

WHEREAS, LICENSEE wishes to install twenty (20) pallet house shelter units on the Property in the area marked “Pallets” as shown on Exhibit “A” attached hereto and incorporated herein by this reference, and to operate the Pallets for the purpose of providing essential services and serving as emergency temporary shelter; and

WHEREAS, COUNTY and LICENSEE wish to extend the Agreement through June 30, 2026 with one five-year option to extend; and

WHEREAS, COUNTY and LICENSEE now wish to amend the Agreement to include twenty (20) Pallets in the Licensed Area, defined below, to specify LICENSEE’s additional responsibilities for the installation, operation, maintenance and eventual removal of the Pallets, to extend the term of the Agreement, with one option to extend the Agreement.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions contained herein, COUNTY and LICENSEE agree as follows:

1. **EXHIBITS:** Exhibit “A” is deleted in its entirety and replaced with the Exhibit “A” attached to this Third Amendment.
2. Section 2. **LICENSED AREA**, shall be revised with the addition of the following language at the end of the paragraph: “COUNTY authorizes LICENSEE to install, operate and maintain the Pallets, and portable sanitation facilities as described in Section 9 below, in an area consisting of approximately 8,800 square feet and depicted as “Pallets” in Exhibit A. The area identified as “Pallets,” along with the area marked “Licensed Area” in Exhibit A shall, for purposes of this Agreement, collectively be referred to as the “Licensed Area.” The Pallets shall be located within the Licensed Area adjacent to the east side boundary, as further described in this Section and identified in Exhibit A. The Pallets shall be clustered east of the existing structures and parking lot, and the new 15-foot wide driveway shall extend from the existing access road to Sweeney Road, around the east side of the clustered Pallets, to the existing parking lot.”
3. Section 3. **PURPOSE AND USE OF PROPERTY**, shall be revised with the addition of the following language at the end of the paragraph: “LICENSEE shall use the Pallets in accordance with any and all funding requirements as may be required by the County, including as may be required in connection with HEAP, Santa Barbara Community Development Block Grant (hereinafter “CDBG”), the Action Plan, Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), and/or Emergency Solutions Grant (ESG) CARES (ESG-CV) funds. Furthermore, LICENSEE shall incorporate the following requirements into its operation of the Bridgehouse Shelter and Pallets:

- a. LICENSEE shall work to discourage residents of the Shelter and Pallets from utilizing the Robinson Bridge as pedestrians due to the safety risks involved. LICENSEE shall educate residents about the availability of alternate forms of transportation, including but not limited to nearby City of Lompoc Transit bus service. LICENSEE shall actively advocate for the use of such transportation as an alternative to use of the Robinson Bridge as pedestrians.
 - b. LICENSEE shall ensure that residents of the Pallets comply with current Bridgehouse Shelter rules and standards, and are subject to the same enforcement protocols as current Bridgehouse residents.
 - c. LICENSEE will coordinate with local public agencies and non-profit organizations engaged in outreach efforts related to the Lompoc Riverbed and, in connection therewith, make good faith efforts to provide voluntary shelter in the pallet shelters to people presently living in and around the Lompoc Riverbed.
 - d. LICENSEE will coordinate with the City of Lompoc, law enforcement, and other non-profit organizations on Lompoc Riverbed clean-ups to identify and subsequently house residents in the pallet shelters.
 - e. To the extent permissible under applicable written agreements, state and federal law and regulations, and County and Continuum of Care programmatic guidelines, LICENSEE shall work with the City of Lompoc and other non-profit service providers to emphasize outreach to individuals residing in the Lompoc Riverbed and the Lompoc Valley.
4. Section 4. TERM, shall be deleted in its entirety and replaced with the following paragraph:

“TERM: The term of this Agreement shall commence upon COUNTY’s final execution of the Agreement, and shall expire on June 30, 2026, subject to the termination provisions contained herein.

A. OPTION TO EXTEND: Provided LICENSEE is in compliance with all terms and conditions of this Agreement, LICENSEE is hereby granted one (1) option to extend this Agreement for a term of five (5) years, upon mutual agreement of the parties. Written notice of intent to extend the Term shall be provided by LICENSEE at least six (6) months prior to expiration. COUNTY shall then provide written response to LICENSEE within ninety days (90) of receipt of said notice.”
5. Section 7. ABANDONMENT, shall be revised with the addition of the following language at the end of the paragraph: “For the purposes of this Agreement, the Pallets shall be deemed to be LICENSEE’s personal property and subject to the provisions of this Section and Section 27. TERMINATION.”
6. Section 9. UTILITY CHARGES, shall be revised with the addition of the following paragraph:

G. COUNTY shall provide electricity service to the Pallets, but shall not provide gas. COUNTY reserves the right to charge a fee to LICENSEE representing a proportionate share of expenses for electricity service to the Pallets. An existing, on-site transient non-community public water system (THE BRIDGEHOUSE) will provide potable water. Temporary sanitation facilities (portable shower and restrooms) will be provided by LICENSEE for up to one year on a temporary basis until permanent facilities are made available. Within one year of issuance of a Notice of Completion for the site improvements, permanent sanitation facilities must be made available for the Pallets. Permanent facilities may consist of either the use of existing showers and restrooms within the Bridgehouse structure, or a separate stand-alone permanent sanitation structure that will be designed and installed. The type of permanent sanitation facility will be determined based upon

the capacity of the existing Bridgehouse septic system as determined by the appropriate regulatory authorities. If the existing septic system lacks the adequate capacity, the septic system will either be expanded or a separate system may be designed and installed. In the event that permanent sanitation facilities as required by this Subsection are not provided within one year as contemplated herein, LICENSEE shall immediately cease occupancy and operation of the Pallets until COUNTY determines that applicable sanitation statutes, regulations, policies and other applicable requirements have been satisfied. At County's direction, LICENSEE shall secure the Pallets for storage until a further disposition for them can be arranged by the Parties. COUNTY reserves the right, in the event occupancy and operation are ceased pursuant to this Section, to terminate this Agreement insofar as it relates to the "Pallet Area" as marked on Exhibit A and to require the removal of the Pallets in accordance with Section 10 below upon reasonable notice.

7. Section 10. MAINTENANCE AND REPAIR, shall be revised with the addition of the following language at the end of the paragraph: "This Section is intended to apply equally to LICENSEE's responsibilities to maintain and repair the Pallets."

The following third paragraph shall be added: "INSTALLATION AND REMOVAL: LICENSEE is responsible for the installation of the Pallets and shall bear any and all costs associated with said installation, including but not limited to, permitting and consultant fees, site work, and associated costs. LICENSEE is also responsible for the removal of the Pallets, pursuant to Sections 7. ABANDONMENT and 27. TERMINATION, and shall also bear any and all costs associated with said removal, including, but not limited to, returning the Property to its original condition."

8. Section 20. COMPLIANCE WITH THE LAW, shall be revised with the addition of the following language at the end of the paragraph:

"20. COMPLIANCE WITH THE LAW, PERMITS AND CONSTRUCTION STANDARDS: LICENSEE shall comply with all applicable laws, rules, regulations, ordinances all as amended, affecting the Property now or hereafter in effect. In addition, LICENSEE shall comply with all applicable COUNTY security programs and policies regarding the Property. LICENSEE shall install, construct and maintain the Pallets in accordance with all procedures and requirements that the COUNTY may from time to time prescribe, in accordance with applicable National, State, County, City and/or industry regulations, laws and/or standards. LICENSEE shall obtain all necessary permits for such work prior to the installation of the Pallets on the Property. Any and all permits required shall be granted by COUNTY only on the merits of the application thereof, and nothing in this Agreement shall be construed to require COUNTY to grant such permits or clearances.

All construction, maintenance and improvements to the Pallets shall be made at LICENSEE's sole cost and expense.

LICENSEE shall provide written notice to COUNTY prior to the commencement of any installation or removal work on the Property."

9. It is expressly understood that in all other respects, said terms and conditions of the Agreement, dated March 24, 2015, and the First Amendment, dated October 16, 2018, and the Second Amendment, dated July 16, 2019, shall be in full force and effect.

5/11/21

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IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Third Amendment to License Agreement by the respective authorized officers as set forth below to be effective upon final execution by COUNTY.

ATTESTED:
MONA MIYASATO
CLERK OF THE BOARD OF SUPERVISORS

By: *Shirley de la Guena*
Deputy Clerk

“COUNTY”
COUNTY OF SANTA BARBARA

By: *Bob Nelson*
Bob Nelson, Chair
Board of Supervisors

Date: 5/11/2021

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Scott Greenwood*
Scott Greenwood
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: *C. Edie*
Deputy

APPROVED:
By: *Dinah Lockhart*
Dinah Lockhart, Deputy Director
Housing and Community Division

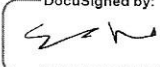
APPROVED:
By: *Ray Aromatorio*
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:
By: *Skip Grey*
Skip Grey, Assistant Director
GS/Support Services Division

003672

LICENSEE's Signatures

"LICENSEE"
GOOD SAMARITAN SHELTER

By:  DocuSigned by:

30A0156ACCF04BA...
Sylvia Barnard, Executive Director

By:  DocuSigned by:

E3F4BFF34E7F4CC
Hector Giron, Chief Financial Officer

EXHIBIT A

