

Project: Bridgehouse Second
Amendment
Folio: 003672
APN: 099-150-057
Agent: SF

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND 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 (hereinafter "Licensed Area") 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, LICENSEE is funded through separate agreements to maintain and operate the Shelter; and

WHEREAS, on April 2, 2019, the Santa Barbara County Board of Supervisors (hereinafter "Board") approved, ratified and authorized a sub-recipient agreement for the distribution of the State of California Homeless Emergency Aid Program (hereinafter "HEAP") in the amount of \$653,852 to LICENSEE to provide rental assistance, supportive services and "modular navigation centers" as part of the Homeless Housing Navigation Project, 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, LICENSEE wishes to purchase an approximately 560 square foot modular building, as shown on Exhibit “B” attached hereto and incorporated herein by this reference (hereinafter “Modular”), and to install and operate the Modular within the Licensed Area, as shown on Exhibit A, for the purpose of providing supportive services and serving as the aforementioned modular navigation center; and

WHEREAS, COUNTY and LICENSEE wish to extend the Agreement through June 30, 2025, and add one five-year option to extend; and

WHEREAS, COUNTY and LICENSEE now wish to amend the Agreement to include the Modular in the Licensed Area, to specify LICENSEE’s additional responsibilities for the installation, operation, maintenance and eventual removal of the Modular, to extend the term of the Agreement, and to add 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 Second Amendment. Exhibit “B” attached to this Second Amendment is incorporated into the Agreement by this reference.
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 Modular, consisting of approximately 560 square feet and identified in Exhibit B, within the boundary of the Licensed Area.”
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 Modular in accordance with any and all funding requirements as may be required by HEAP, Santa Barbara Community Development Block Grant (hereinafter “CDBG”), and/or the Action Plan.”
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, 2025, 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 Modular 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 Modular, but shall not provide gas, water, sewer or septic service. COUNTY reserves the right to charge a fee to LICENSEE representing a proportionate share of expenses for electricity service to the Modular.

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 Modular.”

The following second paragraph shall be added: “INSTALLATION AND REMOVAL: LICENSEE is responsible for the installation of the Modular 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 Modular, 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 deleted and revised as follows:

“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 Modular 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 Modular 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 Modular 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, shall be in full force and effect.

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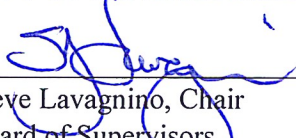
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IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Second Amendment to License Agreement by the respective authorized officers as set forth below to be effective upon final execution by COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTESTED:
MONA MIYASATO
CLERK OF THE BOARD OF SUPERVISORS


By: 
Steve Lavagnino, Chair
Board of Supervisors

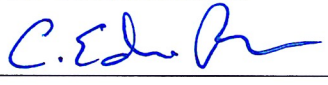
By: 
Deputy Clerk

Date: 7-16-19.

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

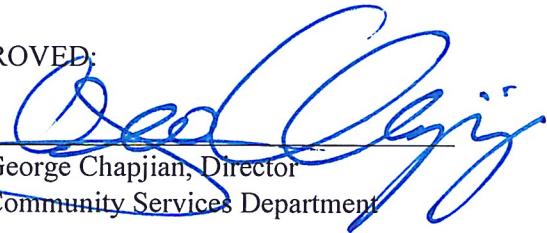
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

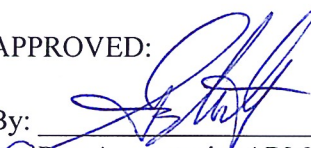
By: 
Scott Greenwood
Deputy County Counsel

By: 
Deputy

APPROVED:

APPROVED:

By: 
George Chapjian, Director
Community Services Department


By: 
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

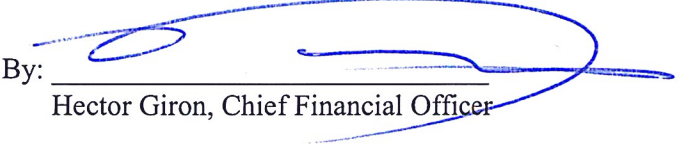
By: 
Skip Grey, Assistant Director
GS/Support Services Division

LICENSEE's Signatures

"LICENSEE"
GOOD SAMARITAN SHELTER

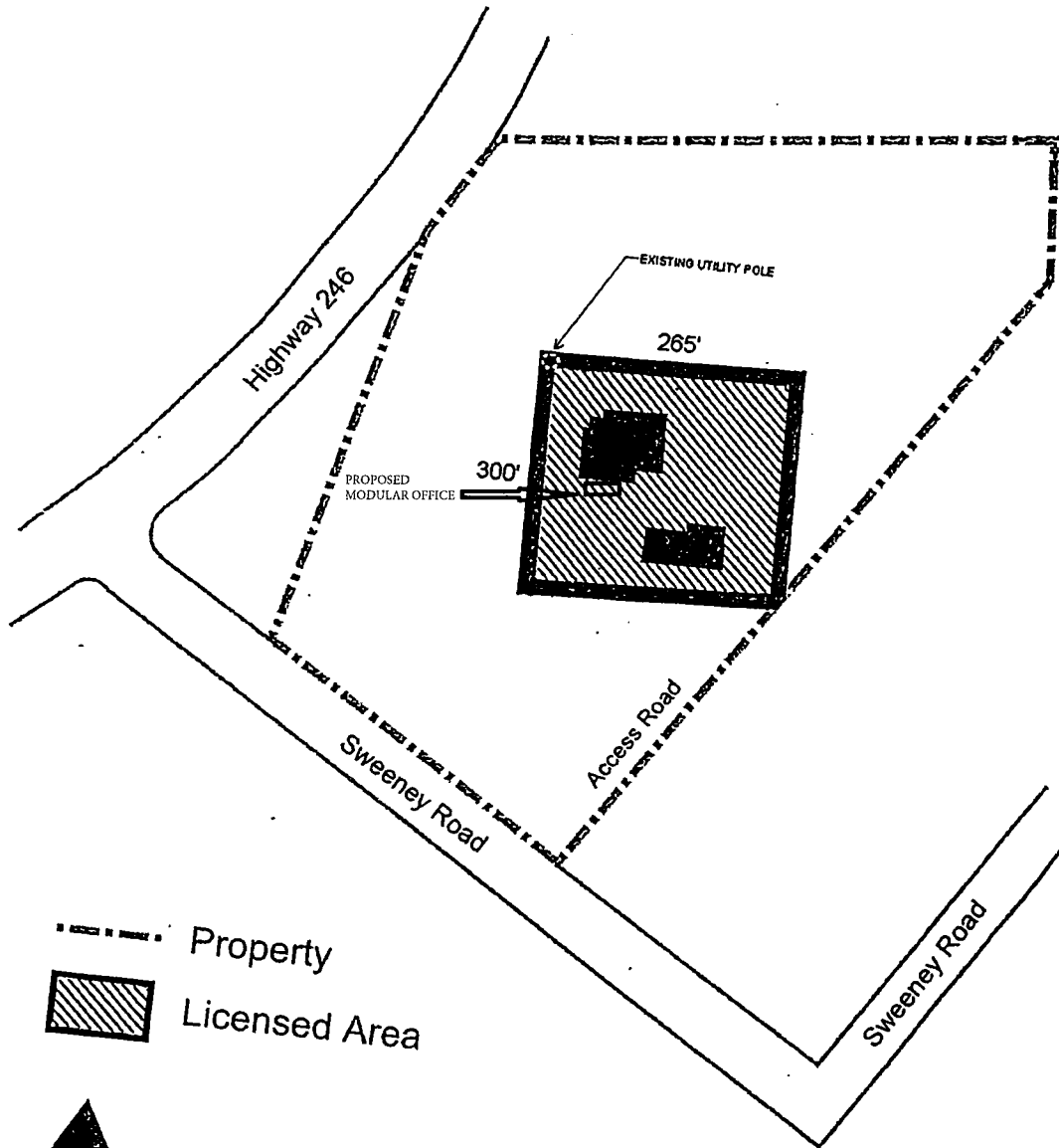
By: 

Sylvia Barnard, Executive Director

By: 

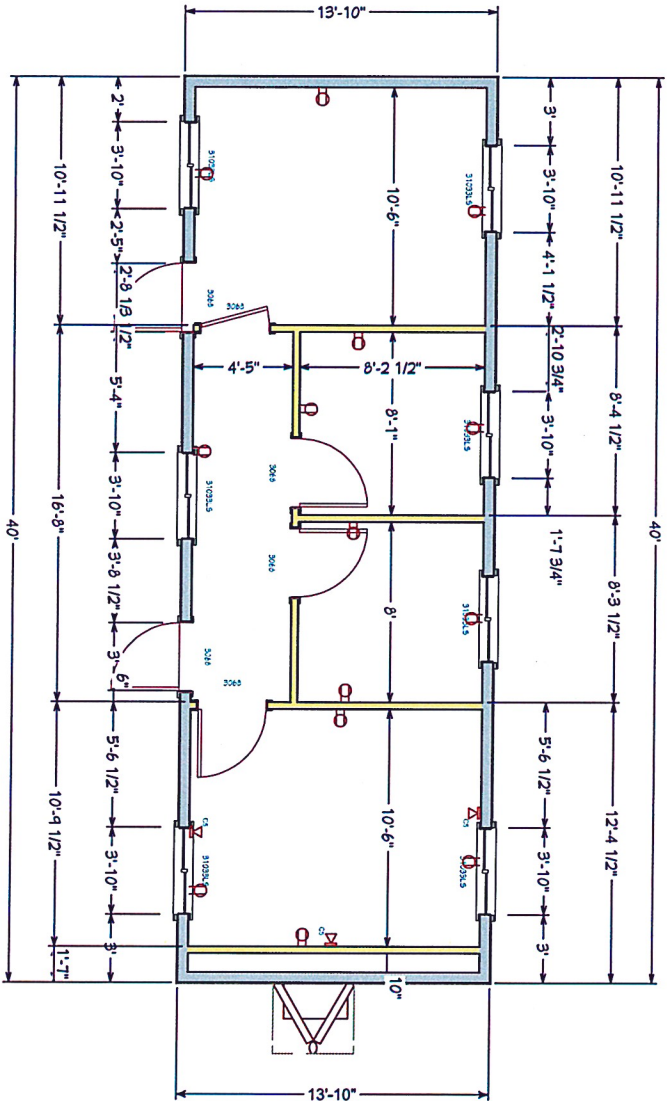
Hector Giron, Chief Financial Officer

EXHIBIT A
APN 099-150-057



--- Property
▨ Licensed Area





**EXHIBIT B
MODULAR**

| | | |
|--|------------------------------------|--|
| Modular Building size: 14x40 | Floor Cover: Vinyl Plank | HVAC: Bard wall mount 2ea@11ton ea |
| Electrical: 100-125 amp sub-panel, single phase, 110-220volt | Base Cover: 4" Vinyl Charcoal Gray | Code: Commercial Modular Department of Housing |
| Interior wall Finish: Hampton Gray | Windows: Vinyl Milgard | Body Paint: Sherwin Williams Gloss Latex, Color: Taupe |
| Roofing: EPDM | | Trim Paint: Sherwin Williams Gloss Latex, Color: White |
| Sliding: Smart Panel | Ceiling: 1-Bar 2x4 suspended | |
| Exterior Doors: 3'-0" x 6'-6" Metal | Lighting: 2x4 Recessed Fluorescent | |

Atlas Performance Industries, Inc. Phone: 800 394-9217 e-mail: sales@apitrailers.com www.apitrailers.com



Attachment:
Scale: 3/16"=1' @ 11x17
Last Revision Date: 9/18/2017

e-mail: sales@apitrailers.com

Web Site: www.apitrailers.com

Phone: 800 394-9217

Fax: 805 928-9190



Notes

ALL DOOR LOCATIONS, WINDOW LOCATIONS, & MEASUREMENTS ARE APPROXIMATE.
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