

Attachment 1

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**Memorandum of Understanding
with City of Santa Barbara to
provide Parking Permits for use of
City Parking Lot 6, 1st District**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA BARBARA
AND THE COUNTY OF SANTA BARBARA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 8th day of February, 2022, by and between

CITY OF SANTA BARBARA, a municipal corporation
(hereinafter referred to as “CITY”);

and

COUNTY OF SANTA BARBARA, a political subdivision of
the State of California (hereinafter referred to as
“COUNTY”)

Whereas, homelessness is a crisis affecting the State of California, including the County and City of Santa Barbara; and

Whereas, homelessness is detrimental to the health and safety of both people experiencing it and the communities in which they live; and

Whereas, the CITY and COUNTY agree that transitional housing provides critical support services to people experiencing homelessness and a path to permanent housing; and

Whereas, the COUNTY has partnered with Dignity Moves, Inc., to provide transitional supportive housing in the COUNTY parking lot located on the 1000 block of Garden Street (“Parking Lot”); and

Whereas, this parking lot is currently used by Superior Court of California and County of Santa Barbara employees (“Employees”), who have use of dedicated and non-dedicated parking areas that will be displaced for the duration of the Transitional Supportive Housing Program (“Project”); and

Whereas the COUNTY has certain obligations to provide dedicated parking to the Superior Court of California employees and non-dedicated parking to Superior Court of California and County of Santa Barbara employees; and

Whereas, the CITY desires to further the public interest and community benefit provided by the Project though providing replacement parking, required by the COUNTY, for the Employees as provided in this MOU.

NOW, THEREFORE, CITY and COUNTY express their understanding as follows:

A. The initial term of this MOU between the CITY and the COUNTY shall commence on February 15, 2022, and run until June 30, 2025, with two COUNTY options to extend an additional five years each, provided that the Parking Lot continues to be used, including the demobilization and removal of any and all improvements for the Project. COUNTY shall give notice of its intent to extend at least 30-days prior to the expiration of the then-current term. It is anticipated the Project will be retained as available inventory for transitional supportive housing resources for homeless persons for at least a 10-year period after the initial term. This MOU shall remain in place regardless of the active operation of the Project.

B. CITY agrees to provide, at no cost to the COUNTY, 46 parking permits for use of CITY Parking Lot 6 (the Granada Garage, located at 1221 Anacapa Street) by the Employees. The permits will be provided at no cost to the COUNTY for eligible Employees receiving a permit.

C. COUNTY shall determine in its sole discretion which Employees are eligible to receive permits for the Granada Garage.

D. COUNTY's Fleet Manager ("Fleet Manager") or designee shall be the designated point-of-contact for all matters relating to the permits provided pursuant to this MOU. The point-of-contact will be responsible for designating Employees eligible to receive a permit and informing the CITY of Employees' eligibility. Fleet Manager will inform the CITY when and if any individual Employee is no longer eligible to hold a permit under this MOU.

E. Employees eligible to receive a permit must complete the CITY'S Parking Permit Application, for CITY to review and process, prior to CITY issuing and the Employees receiving a permit. Permits may be obtained by submitting applications to the Downtown Parking Office, located at 1221 Anacapa Street, or through the Downtown Parking website. Employees shall submit the completed permit application to the Fleet Manager and the Fleet Manager shall forward the Permit Application to the CITY.

F. Permits are subject to the standard terms and conditions for use. Permits are valid for use only by the individual named on the permit ("Permit Holder") and may not be transferred to other individuals without the Permit Holder notifying the CITY and Fleet Manager, in advance, and providing all required application materials. The Permit Holder, and not the Superior Court of California, or the Fleet Manager, will be responsible for knowing and complying with terms and conditions that are part of the parking permit application. The CITY may terminate a permit if the Permit Holder violates the terms and

conditions for use or is no longer eligible for a permit. Terminated Permit Holders may be eligible for reinstatement at the commencement of each new term.

G. Permits are intended for commuter use only and shall not be used to store vehicles overnight or for extended periods of time.

H. This MOU constitutes the entire agreement between CITY and COUNTY with respect to the subject matter contained herein and it supersedes all prior MOUs, discussions, and negotiations, either oral or written. This MOU may not be amended or modified in any respect whatsoever except by an instrument in writing and approved by the CITY and COUNTY

IN WITNESS WHEREOF, CITY and COUNTY have executed this MOU by the respective authorized officers as set forth below to be effective on February 15, 2022.

“CITY”
CITY OF SANTA BARBARA
a municipal corporation

By: _____
Rebecca Bjork
Acting City Administrator

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Daniel S. Hentschke
Assistant City Attorney

By: _____
Clifford Maurer
Public Works Director

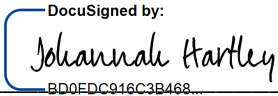
(COUNTY OF SANTA BARBARA *signatures continue on next page*)

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APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Joan Hartmann, Chair
Board of Supervisors

By:  _____
Johannah L. Hartley
Deputy County Counsel

Date: _____

APPROVED AS TO CONTENT:

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By:  _____
Janette D. Pell, Director
General Services Department

By:  _____
Terri Maus-Nisich
Assistant Executive Officer
County Executive Office

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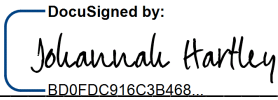
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Executive Officer County
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