

**HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA
USE OF SPACE AGREEMENT**

In consideration of the obligations to be undertaken hereunder, the Housing Authority of the County of Santa Barbara (HACSB), hereinafter called the "Licensor", hereby agrees to permit use of the designated community space, hereinafter defined as the "Premises," to Santa Barbara County Public Health Department hereinafter called "Licensee", upon the following terms and conditions:

GENERAL PROVISIONS

Article I: PREMISES

- A. The Premises may be located at any Licensor owned or managed property, as designated and specified under Exhibit A, which may be updated from time to time as a direct result of Licensor acquisition or disposition of property. At time of initial Agreement, the premises may be located at any or all of the following Housing Development/s/, which are commonly known as:

Evans Park Housing Development, 200 W. Williams Street, Santa Maria, CA

Resident Services Center, 204 W. Williams Street, Santa Maria, CA

Central Plaza Apartments, 200 N. McClelland Street, Santa Maria, CA

Ted Zenich Gardens Apartments, 1034 E. Chapel Street, Santa Maria, CA

Rancho Hermosa Apartments, 235 E. Inger Drive, Santa Maria, CA

Guadalupe Ranch Acres Development, 1050 Escalante Street, Guadalupe, CA

Creekside Village, 260 Gonzalez Drive, Los Alamos, CA

Weitzel Community Center, 640 N. Q Street, Lompoc, CA

Palm Grove Apartments, 31 Palm Drive, Lompoc, CA

Parkside Garden Apartments, 240 W. Pine Street, Lompoc, CA

Santa Rita Village, 924 W. Apricot Avenue, Lompoc, CA

Cypress Court, 125 S. Seventh Street, Lompoc, CA

Lompoc Terrace, 901 W. Apricot Avenue, Lompoc, CA

Miller Community Center, 5579 Armitos Avenue, Goleta, CA

Pescadero Lofts, 761 Camino Pescadero, Isla Vista, CA

B. The term "Premises", for purposes of this Agreement, shall be limited to the following designated community space at any Licensor Housing Development/s/:

Community Room, Computer Lab, Common Areas and/or Conference Room

C. The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Agreement. Licensee shall supply its own equipment, furnishings, etc., where applicable, and upon written approval of Licensor.

D. A visual inspection of each Premise may be conducted by both parties prior to the commencement of activities at the Premises, to agree upon the condition and contents of the Premises. Upon completion of an inspection, an addendum describing the condition and contents of each Premise shall be signed and dated by both parties and shall be attached to this Agreement as Exhibit "A".

E. Licensee shall _____ shall not X be fully responsible for cleaning the Premises for the duration of this Agreement and will return the Premises in the same condition as it existed at the commencement of the Agreement. If Licensee elects not to be responsible for cleaning the Premises, Licensor shall clean said Premises during the term of the Agreement. Licensor shall submit periodic bills for the actual cost of cleaning the Premises to Licensee to be paid with the next periodic payment of monthly license fees.

Article II: TERM

The term of this Agreement shall begin on the 1st day of November, 2016, and remain in full effect until terminated by either party according to the terms as specified herein under Article VI:

A. The specific days and times for use of the Premises by Licensee shall be:

Specified in writing and agreed upon in advance by both parties. Parties acknowledge that schedules are subject to change due to unforeseen circumstances by either party based upon the needs and resources available at a given point in time. Both parties herein agree to provide as much advance notice as possible to the other, regarding any changes to agreed upon scheduling.

Article III: LICENSE FEE/UTILITY PAYMENTS

A. License Fee

Licensee shall pay a license fee in the amount of \$ 0 for each and every N/A. License fee, where applicable, is due on the first of each month. Payment shall be made to the Housing Authority, N/A. Cleaning fees incurred pursuant to Article I (E) shall be billed within 30 days of such cleaning fees being incurred.

B. Utilities

Licensee shall _____ shall not X be responsible for the payment of utilities directly to the utility supplier.

Telephone bills for any charges for installation or service are the full responsibility of the

Licensee.

Article IV: PURPOSE

Licensee understands and agrees that the use of the Premises shall be reserved for programs and activities where the primary objectives are to provide programs or services that contribute to the health, education, employment or welfare of the residents of the Housing Development(s) and to the general community experiencing homelessness.

Article V: USE OF PREMISES

- A. Permitted Uses:** Licensee shall use the Premises only for the purpose(s) of;
The Health Care for the Homeless (HCH) program personnel consist primarily of one Public Health Nurse (PHN) and will occasionally be accompanied by one Health Services Assistant (HSA). The PHN will perform outreach to the residents, providing triage and health screens such as blood pressure checks and TB tests. The PHN will also provide case management and will help set appointments as applicable and available to the appropriate clinic, dental provider, substance abuse services, mental health outreach workers or treatment facilities.
- B. Non-Discrimination:** In the performance of this Agreement, the Licensee shall not discriminate in the provision of services because of race, color, sex, age, religion, national origin, ancestry, handicap, disability, sexual identity/orientation or familial status.
- C. Prohibited Uses:** The Licensee understands and agrees that the Premises shall not be used for illegal purposes, for any activity of a commercial nature, nor for the private use of residents or others.

Licensee further understands and agrees that the Premises shall not be used for the purpose of raising funds for any purpose nor used for any activity where a fee is charged except as may be approved by Licensor, in writing, pursuant to the rules, regulations and policies established by Licensor.

- D. Resident Participation:** Programs and activities conducted by Licensee on the Premises shall be open to all residents of the Housing Authority of the County of Santa Barbara with the understanding that the Licensee has primary responsibility to provide services to people experiencing homelessness and as such will focus visits accordingly. To maintain continued use for the same or similar purposes, Licensor desires a minimum of 50% of the participants of the program or activity to be residents of the HACSB with a special consideration for those who are or recently were experiencing homelessness.
- E. Activity Reports:**
Licensee shall maintain the information which supports its reporting requirements. Both parties will periodically review progress regarding this collaborative endeavor to ensure that the mutual efforts are responsive to the clients being served.
- F. Oral Presentations to the Board of Commissioners:** Licensee is required, upon request of the Licensor, to make periodic oral presentations regarding the Licensee's

activities in the Premises to the Licensor's Board of Commissioners.

- G. Rules and Regulations:** Licensee shall abide by all rules, regulations, and policies established by Licensor governing the use of the Premises. Such rules, regulations and policies are incorporated into this Agreement by this reference, and are attached hereto as Exhibit "B".

The rules, regulations, and policies may be modified from time to time at the discretion of Licensor. Licensor shall give written notice to Licensee of any modifications to the rules, regulations and policies, and such modifications shall be incorporated into this Agreement by way of amendment.

- H. Advertising Displays:** Signs, placards or advertising displays of any kind by Licensee or its agents shall not be attached or affixed to the exterior of the Premises or on any property of Licensor without prior written consent of the Manager of the Housing Development.
- I. Permits and Licenses:** Licensee warrants that it has or will obtain all necessary permits and licenses for the work to be performed under this Agreement, as applicable.
- J. Annual Inspections/Extermination of Pests:** Licensee shall permit the inspection of the Premises, or the extermination of pests on the Premises, by the Licensor. Except in emergencies, Licensor will give the Licensee a minimum of seven (7) calendar days notice.
- K. Damage to Premises:** Licensee shall pay to the Licensor for any damage caused by Licensee and their guests/clientele to cover the actual costs of damage for which the Licensee is found liable.

Article VI: EXPIRATION/TERMINATION

- A. Termination by Either Party:** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice, except that the Licensor may revoke this Agreement upon 24 hours notice in case Licensee breaches any term, provision or condition hereof, or fails to observe any of the rules and regulations of this Agreement.
- B. Licensee's Duty to Surrender:** At the expiration or earlier termination of this Agreement, Licensee shall surrender the Premises to Licensor. Licensee shall leave the Premises and any other property surrendered in the same condition as existed at the commencement of the Agreement, reasonable wear and tear excepted.
- C. Final Inspection:** A joint inspection of the Premises may be conducted by both parties at the termination of this Agreement to agree upon the condition and contents of the Premises. Upon completion of the inspection, an inspection report describing the condition and contents of the Premises shall be signed and dated by both parties.
- D. Additional Remedies:** In addition to the right to terminate this Agreement as set forth herein. Either Party may pursue any other remedies available at law or in equity.
- E. Landlord/Tenant:** Nothing in this Agreement shall be deemed to have created the

existence of a landlord/tenant relationship between the Licensor and Licensee.

- F. Notice:** Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same at the following address:

If to the Licensor:

NAME: Housing Authority of the County of Santa Barbara
ADDRESS: 235 E. Inger Dr., Ste 102-A, Santa Maria CA 93454
ATTN: Jenny K. Grimsley, Resident Services Coordinator

If to the Licensee:

NAME: Santa Barbara County Public Health Department
ADDRESS: 300 N. San Antonio Road, Santa Barbara, California 93110
ATTN: Ralph Barbosa

Notices addressed as provided above shall be deemed delivered when mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof.

The Licensee and the Licensor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

Article VII: INDEMNIFICATION

- A.** Licensor shall defend, indemnify, and hold Licensee, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Licensor, its officers, officials, employees or agents.
- B.** Licensee shall defend, indemnify, and hold Licensor, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Licensee, its officers, officials, employees or agents.

Article VIII: INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Article IX: LIMITATIONS

It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the conditions of the Agreement for the purpose of conducting the permitted activities.

Article X: ASSIGNMENT

This Agreement is personal to Licensee, and Licensee shall have no right or ability to assign the whole or any part of the Premises. In the event Licensee shall attempt to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

Article XI: AUTHORITY TO CEASE ACTIVITIES

In the event that an authorized representative of Licensor finds that the activities being held on the Premises endanger the health or safety of persons on or near Premises, the representative may require that this Agreement immediately terminate forthwith until said endangering activities cease.

Article XII: HOLDOVER

In the event of Licensee holdover beyond the term of this Agreement, with or without the express written consent of Licensor, such holding over shall be subject to the terms and conditions contained herein.

Article XIII: WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Article XIV: DISPUTES

This Agreement is made, entered into and executed in Santa Barbara County, California, and any action filed in any court for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Santa Barbara County, California.

This Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California. Pending the final resolution of a dispute hereunder, the Licensee shall proceed diligently with the performance of its obligations under this Agreement and in accordance with the Licensor's instructions.

Article XIII: ENTIRE AGREEMENT

This Agreement including all exhibits and other documents incorporated herein or made applicable by reference, constitute the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether

oral or written. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

Article XX: NO PUBLICITY OR ENDORSEMENT

Licensor shall not use Licensee's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Licensor shall not use Licensee's name or logo in any manner that would give the appearance that the Licensee is endorsing Licensor. Licensor shall not in any way contract on behalf of or in the name of Licensee. Licensor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Licensee or its projects, without obtaining the prior written approval of Licensee.

Article XXI: RECORDS, AUDIT, AND REVIEW

Both Parties shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Each Party shall have the right to audit and review all such documents and records at any time during either Parties regular business hours or upon reasonable notice.

Article XXII: SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

Article XXIII: SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Article XXV: AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

Article XXVI: SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, the Licensee and the Licensor have executed this Agreement through their duly authorized officers this 1st day of November , 2016 .

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

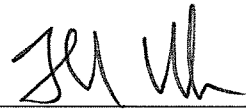
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: _____

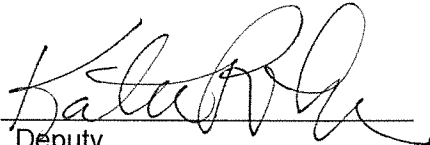
RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: 
Department Head

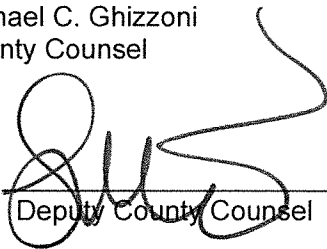
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

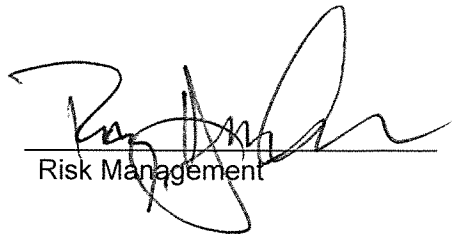
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel


APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

LICENSOR:

Housing Authority of the County of Santa Barbara

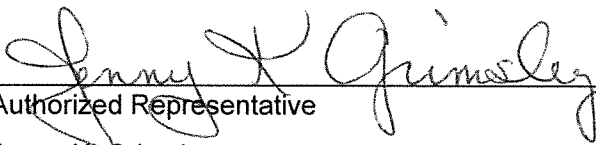
By: 
Authorized Representative

Name: Robert P. Havlicek Jr.

Title: Executive Director

LICENSOR:

Housing Authority of the County of Santa Barbara

By: 
Authorized Representative

Name: Jenny K. Grimsley

Title: Resident Services Coordinator

EXHIBIT A:

SITE USAGE AND/OR INSPECTION ADDENDUM

- Inspection () - Evans Park Housing Development, 200 W. Williams Street, Santa Maria, CA
- Inspection () - Resident Services Center, 204 W. Williams Street, Santa Maria, CA
- Inspection () - Central Plaza Apartments, 200 N. McClelland Street, Santa Maria, CA
- Inspection () - Ted Zenich Gardens Apartments, 1034 E. Chapel Street, Santa Maria, CA
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- Inspection () - Santa Rita Village, 924 W. Apricot Avenue, Lompoc, CA
- Inspection () - Cypress Court, 125 S. Seventh Street, Lompoc, CA
- Inspection () - Lompoc Terrace, 901 W. Apricot Avenue, Lompoc, CA
- Inspection () - Miller Community Center, 5579 Armitos Avenue, Goleta, CA
- Inspection (X) - Pescadero Lofts, 761 Camino Pescadero, Isla Vista, CA

EXHIBIT B

RULES AND REGULATIONS FOR THE USE OF COMMUNITY SPACE

1. All trash, garbage and other debris resulting from the use of the premises described herein shall be removed and properly disposed.
2. All premises for which use has been permitted herein, including floors, walls, restrooms, and kitchen shall be left in a clean, sanitary condition.
3. All chairs and equipment shall be returned to the property storage space.
4. All doors and windows shall be securely locked and unit alarmed, (if applicable), before leaving the building.
5. Lights shall be turned off or left burning in accordance with instructions.
6. All music and noise shall be stopped by 9:00 p.m.
7. The premises shall be vacated by 10:00 p.m.
8. Serving or drinking intoxicating liquors, or the presence of intoxicated persons on the premises shall not be permitted. The term "intoxicated" shall also refer to drug and/or alcohol intoxication.
9. Keys shall be returned upon request of Licensor, or upon termination of this Agreement.
10. The use of this community space generally shall be reserved for programs and activities whose primary objective is to provide programs or services that contribute to the health, education, recreation and welfare of the tenants and community. This community space may not be used for illegal, immoral, partisan political purposes, candidates running for elected offices, nor any activity which, in the opinion of the Authority, may be detrimental to the best interests of the project and community. No group will be permitted to use this community space for the purpose of raising funds for any purpose, or for any activity where an admission fee is charged.
11. All notices or advertising of the use for which this community space is requested shall be presented to the Manager prior to the use of such publicity and same shall not be disseminated or posted, except on approval of the Manager of the project.
12. No signs, placards or advertising displays of any kind may be displayed in this community space without permission of the Manager of the project.
13. Group programs and activities conducted in this community space shall be open to all families who reside in a public housing development or Authority subsidized housing.