

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA AND
AND THE SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT

This First Amendment to the Memorandum of Understanding is executed this 22 day of September, 2020 by and between the Housing Authority of the County of Santa Barbara (Licensor) and the Santa Barbara County Public Health Department (Licensee), as follows:

WHEREAS, on November 1, 2016, the Licensor entered into a Memorandum of Understanding, herein referred to as the "Agreement", with the Licensee, and

WHEREAS, the parties wish to amend the Agreement in accordance with Article XIII to include additional locations, and to expand terms of usage specific to any or all the Housing Developments listed in the Agreement and this First Amendment.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. This First Amendment makes the following amendments to the Agreement:

Article I: Premises, Section A,

Add the following locations while authorizing the inclusion of additional properties acquired after the execution of this First Amendment, that are owned or managed by the Licensor, without the necessity of an additional amendment:

Leland Park, 250-260 North Pacific Ave., Orcutt, CA

Depot Street, 201-205 N. Depot St., Santa Maria, CA

Casa de Familia, 403 W Morrison Ave., Santa Maria, CA

Golden Inn and Village, 890 Refugio Rd., Santa Ynez, CA

Valley Station, 190 Highway 246, Buelton, CA

Vintage Walk, 597 Ave., Buelton, CA

Homebase on G, 513 North G St., Lompoc, CA

Lompoc Gardens, 300 West College Ave. & 535 North I St., Lompoc, CA

Miller Plaza, 301 West Maple Ave., Lompoc, CA

Stanley Horn Homes, 640 North Q St., Lompoc, CA

Thompson Park, 505 North S St., Lompoc, CA 93436

College Park, 600s North G St., Lompoc, CA

The Braddock House, 5571 Armitos Ave., Goleta, CA

Aparicio Community Apartments, 301 & 332 Ellwood Beach Dr., 120 Magnolia Ave., 127- 145 Orange Ave., Goleta, CA

Sandpiper Apartments, 355-375 Ellwood Beach Dr., 370-390 Mathilda Dr., Goleta, CA

L.C. Grossman Homes, 5581-5595 Armitos Avenue, Goleta, CA

Parkview Apartments, 6682-6688 Picasso Road, Isla Vista, CA

Lassen Place, 10 Lassen Place, Goleta, CA

Villa Del Sol, 6680 Sueno Road, Isla Vista, CA

Article I, Section B, is deleted and replaced in its entirety with:

The term “Premises”, for purposes of this Agreement, shall include the following designated community space at any Licensor Housing Development(s):

Community Room, Computer Lab, Interior Common Areas, Conference Room, Parking Lot, and/or Exterior Common Space Surrounding the Properties

Article I, Section C is deleted and replaced in entirety with:

The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Agreement. Licensor hereby grants approval to Licensee to provide its own equipment, furnishings, etc. where necessary to carry out its agreed-upon programs or services. Licensee will remove these furnishings at the end of the program or service unless the Licensee has secured permission in advance from the Licensor to leave some or all the furnishings on the property.

Article V: Use of Premises, Section A is deleted and replaced in its entirety with:

Permitted Uses: Licensee shall use the Premises only for the purpose(s) of:
The Health Care for the Homeless (HCH) program personnel consisting primarily of one Public Health Nurse (PHN) which may occasionally be accompanied by a 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.

In addition, the Premises may be used to provide additional medical or educational services such as vaccines.

Licensee agrees to take responsibility for, and to supervise, any additional staff and personnel on the Premises associated with its programs and services in addition to the Public Health Nurse and the Health Services Assistant described in the MOU.

Article V: Use of Premises, Section D is deleted and replaced in its entirety with:

Resident Participation: Programs and activities conducted by the Licensee on the Premises shall be open to members of the community in addition to the primary target populations of people experiencing homelessness and residents of the Housing Authority of the County of Santa Barbara as described in the Agreement.

3. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures on the following pages)

IN WITNESS WHEREOF, the Licensee and the Licensor have executed this Agreement through their duly authorized officers this 22 day of September, 2020.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Mona Miyasato*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: *Gregg Hart*
Chair, Board of Supervisors

Date: 9-22-20

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Director / Deputy Health Officer

By: *Van Do-Reynoso*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
Risk Management

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County Executive Officer
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By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____


RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Director / Deputy Health Officer

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Robert Geis (Sep 10, 2020 14:50 PDT)
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Susan McKenzie (Sep 10, 2020 14:28 PDT)
Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management

IN WITNESS WHEREOF, the Licensee and the Licensor have executed this Agreement through their duly authorized officers this 22 day of September, 2020.

LICENSOR:

Housing Authority of the County of Santa Barbara

By:

Robert P. Havlicek Jr.

Authorized Representative

Name:

Robert P. Havlicek Jr.

Title:

Executive Director