



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services/
Community Services
Department No.: 063/057
For Agenda Of: March 24, 2015
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Matthew P. Pontes, Director (805) 560-1011
Community Renee Bahl, Interim Director (805) 568-3407
Services
Contact Info: Greg Chanis, Assistant Director (805) 568-3096
Dinah Lockhart, Assistant Director (805) 568-3523

SUBJECT: License Agreement for Bridgehouse Shelter at 2025 Sweeney Road, Lompoc,
Fourth District

County Counsel Concurrence

As to form Yes

Auditor-Controller Concurrence

As to form Yes

Other Concurrence: Risk Manager

As to form Yes

Recommended Actions:

That the Board of Supervisors:

- a) Determine that the shelter services provided by Good Samaritan Shelter, Inc., (“Good Samaritan”) a California non-profit corporation, are necessary to meet the social needs of the County, and the County-owned “Bridgehouse” property, located at 2025 Sweeny Road, in Lompoc, will not be needed for County purposes during the term, and therefore continue to make the Bridgehouse property available for Good Samaritan rent-free pursuant to California Government Code §26227 and Santa Barbara County Code §12A-10.3; and
- b) Approve and authorize the Chair to execute the attached original and duplicate original License Agreement between the County of Santa Barbara and Good Samaritan for the continued use of a portion of the property identified as APN 099-150-057, also known as the Bridgehouse Shelter, consisting of 10,546 square feet of building floor space on the County-owned property located at 2025 Sweeney Road, in Lompoc, rent-free, for a period of approximately seven (7) years; and
- c) Determine that the proposed actions are exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15301, finding that they consist of the licensing

of existing public structures or facilities involving negligible or no expansion of existing use, and approve and direct staff to file and post the attached Notice of Exemption on that basis.

Summary Text:

The Board's action to approve the License Agreement will allow Good Samaritan to continue to use a portion of the County-owned property located at 2025 Sweeney Road, in Lompoc, for a homeless shelter and transitional housing facility rent-free, for a period of approximately seven (7) years, through March 31, 2022, pursuant to California Government Code Section 26227 and Santa Barbara County Code Section 12A-10.3.

Background:

The County obtained title to the Bridgehouse property, identified as APNs 099-150-057 and 099-150-064, on June 16, 2012, through a deed-in-lieu of foreclosure from the Lompoc Housing and Community Development Corporation (LHCDC), who had ceased operations at the Bridgehouse Shelter. The County had applied \$150,000 in Supportive Housing Program funding from HUD in 2001. That funding required that the property continue to be operated as a shelter for 20 years, until March 31, 2022. Upon acquisition of the property, the County assumed responsibility for satisfaction of that condition, as well as other conditions imposed on the property by various funding agreements. To comply with those conditions, the County entered into a License and Services Agreement with Good Samaritan, to provide overnight shelter and transitional housing services from the 2025 Sweeney Road, Lompoc location.

The County has been assisting Good Samaritan by providing certain funding to help with the provision of the shelter services, and by facilitating and monitoring various funding through outside sources. The proposed License Agreement grants Good Samaritan a licensed use of the property that is independent of and not contingent upon the County's other funding agreements. The monitoring of funds used by Good Samaritan at the shelter will be administered and monitored by the County's Community Services Department. Good Samaritan's use of the property will be administered and enforced by the County's General Services Department, pursuant to the terms and conditions of this License Agreement.

The License Agreement restricts Good Samaritan's use of the property to the provision of services for homeless individuals and families. The term of the License Agreement is for a period of approximately seven years, through March 31, 2022, subject to either party's right to terminate the Agreement on ninety days written notice, which may be given at any time, with or without cause. Good Samaritan will be responsible for all maintenance and repair of the property, except that the County will maintain the water well system for so long as it is feasible to operate the well.

The Bridgehouse shelter consists of a 3,770 square foot two-story residential dormitory building used for transitional family housing, and a 6,776 square foot two-story multi-purpose building with a large gymnasium, large commercial kitchen and storage downstairs. Offices upstairs are used for overnight homeless shelter services, seven days a week. In accordance with the terms of the License Agreement, the County will provide and pay for, subject to County's right to reimbursement, electricity, gas, and trash, but will not provide water/sewer, telephone or cable TV.

Water is currently being supplied from a well with water storage and distribution facilities on the Bridgehouse property. The property is serviced by a septic system. The well, water distribution and septic systems are antiquated and the License Agreement makes no assurances that the well, water distribution and septic systems will provide adequate service for use by Good Samaritan. The County will advise Good Samaritan on the availability of water from the well. County reserves the right to charge for a proportionate share of all costs and expenses for operation, maintenance, improvement or

replacement of the well and water distribution system, including electricity for pumping, and repairs that may become necessary to provide water service. If the County provides an alternate, non-well water source for water, the County may require Good Samaritan to pay for the alternate water source.

If the well can no longer supply water, or substitute water supplies are unavailable or funding is insufficient to purchase substitute water supplies, the County is not obligated to provide water and may inform Good Samaritan that water service will terminate. Termination of water service may require closure of Bridgehouse. County will provide reasonable notice if closure is eminent. County reserves the right to restrict water usage during emergency situations i.e., failure of well water distribution system, unavailability of alternate, non-well water source, drought declaration, or other situation.

California Government Code Section 26227 and Santa Barbara County Code Section 12A-10.3 allow the Board of Supervisors to fund programs deemed necessary to meet the social needs of the population of the County and to make available any real property of the County which will not be needed for County purposes during the time of possession, to be used to carry out such programs. Therefore, if the Board of Supervisors determines that the activities performed by Good Samaritan are necessary to meet the social and public safety needs of the County, and that the facility will not be needed for other County purposes during the term, the County may provide the Bridgehouse Shelter to Good Samaritan rent-free.

Licensing the existing 10,546 square feet of County-owned facilities and surrounding property to Good Samaritan does not involve any expansion of use, or any significant physical changes that would have any potential effect on the environment. Therefore, approval and execution of the License Agreement is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15301 – Class 1, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.

Fiscal and Facilities Impacts:

Good Samaritan will provide and pay for general maintenance and repair to the property and the shelter. The County, through the General Services Department, will maintain the water well system on the property through Fund 001, Dept 063, Program 1220, LItem 7803.

Special Instructions:

After Board action, please distribute as follows:

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| 1. Original License Agreement | Clerk of the Board Files |
| 2. Dupl Orig License Agreement & Minute Order | GS/Real Property Division |
| 3. Copy of License Agreement
and copy of Minute Order | Auditor-Controller
Financial Reporting Division,
Attn: Betsy Schaffer |

Attachments:

1. License Agreement (Original and duplicate original)
2. Notice of Exemption