

Project: Bridgehouse First
Amendment
Folio: 003672
APN: 099-150-057
Agent: CS

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST 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 "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 LICENSEES continued use of the Property and improvements for an emergency shelter and a transitional housing facility ("Shelter"); and

WHEREAS, LICENSEE is funded through separate agreements to maintain and operate the Shelter; and

WHEREAS, COUNTY may provide funding such as General Fund contributions and federal funds, subject to availability and at the discretion of the Santa Barbara County Board of Supervisors, to the LICENSEE to maintain and operate the Shelter and/or provide services for homeless individuals and families; and

WHEREAS, California Government Code Section 26227 allows the COUNTY 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; and

WHEREAS, COUNTY and LICENSEE now wish to amend the Agreement to enable the construction of a new leach-field to accommodate the septic system's functionality and allow the new leach-field to extend over the lease boundary without LICENSEE having responsibility for any maintenance of the land over the extended area and to specify LICENSEE'S responsibility for the annual service, inspections and associated costs for maintaining the complete septic system and leach-field.

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

1. Section 2. LICENSED AREA, shall be revised with the addition of the following language at the end of the paragraph: "For the purposes of the installation of a new leach field, and the maintenance thereof, LICENSEE is granted the use of an extended area beyond the current boundary, but will not be responsible for any maintenance of the land above the leach field."

2. Section 9. UTILITY CHARGES, shall be revised as follows:

The second paragraph shall be deleted and replaced with the following language:
 "Currently, the Property is supplied water from a well with water storage and distribution facilities and is served by a septic system. LICENSEE understands and accepts that the septic system is antiquated and COUNTY makes no assurances that it will provide adequate service for use by LICENSEE."

The addition of Subsection H as follows:

"H. LICENSEE shall bear responsibility for the annual service, inspections and all costs related to the maintenance of the complete septic system and leach-field."

3. Section 10. MAINTENANCE AND REPAIR, shall be revised by the addition of the following language after the third sentence: "Additionally, LICENSEE shall not be responsible for any maintenance to the ground over the extended area of the new leach field."

4. It is expressly understood that in all other respects, said terms and conditions of the License Agreement, dated March 24, 2015, shall be in full force and effect.

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IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this First 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: _____
Das Williams, Chair
Board of Supervisors

By: _____
Deputy Clerk

Date: _____

“LICENSEE”
BRIDGEHOUSE

By: _____
Name/Title Sylvia Barnard,
Executive Director

By: _____
Name/Title

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED:

By: _____
George Chapjian, Director
Community Services Department

APPROVED:

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: _____
Don Grady, Manager
Real Property Division