

Revised and Restated
**Memorandum of
Understanding**

By and Between

The Isla Vista Recreation and Park District,

The County of Santa Barbara,

**The Redevelopment Agency of the County of
Santa Barbara**

&

The Regents of the University of California

Revised and Restated January 2003

PARTIES

This revised and restated agreement is made and entered into as of _____ 20030 by and between the County of Santa Barbara, a political subdivision of the State of California, the Redevelopment Agency of the County of Santa Barbara, a public body corporate and politic, the Isla Vista Recreation and Parks District, a political subdivision of the State of California, and the Regents of the University of California, on behalf of the University of California at Santa Barbara.

1) DEFINITIONS

- a) “**County**” means the County of Santa Barbara, a political subdivision of the State of California.
- b) “**Agency**” means the Redevelopment Agency of the County of Santa Barbara.
- c) “**District**” means the Isla Vista Recreation and Park District, a political subdivision of the State of California.
- d) “**University**” means The Regents of the University of California, on behalf of the University of California at Santa Barbara.
- e) “**MOU**” means this Memorandum of Understanding.
- f) “**Master Plan**” for Isla Vista means a plan and related studies for the Isla Vista area of Santa Barbara County addressing, at a minimum, issues of housing rehabilitation, mixed use, parks and recreation, circulation and pedestrian linkages, residential and commercial parking, density increases for residential uses and related amendments to county zoning ordinances, and blufftop housing retention and potential relocation. It will include a Downtown Improvement Plan, an Program-Environmental Impact Report, ~~and~~ an economic analysis of Isla Vista properties, and other plans and reports necessary to prepare the Master Plan. -more particularly described in the document titled Proposed Isla Vista Master Plan, dated August 26, 1999, attached as Attachment A to this MOU and incorporated herein by this reference.

2) PURPOSE

- a) The purpose of the MOU is to clarify the role, scope of planning efforts and the resource commitments of the County, Agency, District and University in a comprehensive planning effort and the development of a Master Plan for Isla Vista.

3) GENERAL UNDERSTANDING

- a) The County, Agency, District and University believe that if meaningful improvements to Isla Vista’s built environment do not begin soon, problems will escalate and the cost of corrective action will continue to increase. The goal of the proposed Master Plan is to develop planning strategies, and to identify and to scope public and private projects that will improve the quality of life in Isla Vista.

- b) The County, Agency, District and University further agree that a comprehensive planning effort for Isla Vista can improve the commercial downtown area and strengthen the quality of life for both campus and Isla Vista residents.
- c) It is understood by the parties that the development of a Master Plan and a comprehensive planning effort for Isla Vista may take at least three years, and subject to the County's discretion over its annual budget appropriations, the parties agree to commit a reasonable level of resources during the period to the planning process.
- d) It is further understood that the opinions of each party carried equal weight with those of each other party, and that each party had an equal opportunity to influence the others, in the negotiations leading to this MOU.

4) TERM OF MEMORANDUM

- a) This MOU is effective upon execution by the governing bodies or authorized individuals of the District, County, Agency, and the University and terminates on June 30, 200~~5~~³ or on completion of the planning process described in the MOU, whichever occurs last. However, any party may terminate this MOU upon six months notice to all parties to the MOU. [This MOU replaces the Memorandum of Understanding between the parties dated July 18, 2000.](#)

5) PUBLIC HEARINGS AND PLAN APPROVALS

- a) It is generally understood that public participation will be a vital element to the planning process and workshops; night meetings have been held and ~~ultimately~~ a Project Area Committee/General Plan Advisory Committee has ~~citizen advisory group may been~~ formed to assist in the development and implementation of a Master Plan.
- b) The parties agree that the Board of Supervisors of the County of Santa Barbara will have final approval of the proposed plan and the discretion to amend or modify the plan prior to its adoption. Each party agrees to provide their recommendations regarding the Master Plan prior to final approval. Entering into this MOU does not in any way obligate the County to approve the Master Plan or the Agency, the District or University to recommend its approval to the County.

6) AGREEMENT

- a) Subject to the County's and the Agency's discretion over their annual budget appropriations, the County, Agency, District and University agree to provide reasonable cooperation in a collaborative comprehensive planning effort with the community of Isla Vista that will include (but will not be limited to):
 - i) Organizing, promoting, staffing and coordinating a comprehensive Master Planning effort for Isla Vista.

- ii) Participating in seminars, meetings and other activities with the goal of developing a Master Plan for Isla Vista.
- iii) Making special efforts, individually and in concert to secure appropriate financing from private, state and federal sources to support the comprehensive planning efforts contemplated in this MOU.
- iv) Investigating specific sources of outside funding for ongoing public works development/redevelopment projects.
- v) Identifying potential stakeholders from among the diverse population of Isla Vista (UCSB student residents, SBCC student residents, ethnic minorities, rental management companies, single families, local businesses, etc.) and to consider mechanisms for including them in the planning process.

7) ADDITIONAL AGREEMENTS

a) Subject to its discretion over its annual budget and appropriations, the District specifically agrees to designate a staff member for the committee and public meetings and \$50,000 over 3 years towards the associated costs of preparing a comprehensive Master Plan and a Program Environmental Impact Report for Isla Vista.

b) Subject to its discretion over its annual budget and appropriations, the University specifically agrees to provide staff support and up to \$100,000 per year through June 30, 2005 with a total contribution of up to \$390,000. The funds will be used \$50,000 to \$75,000 per year for 3 years toward the associated costs of preparing a comprehensive Master Plan and a Program-Environmental Impact Report for Isla Vista.

c) Subject to its discretion over its annual budget and appropriations, the County and Agency specifically agrees to provide the remaining balance, estimated to be \$860,000, of staff and funds towards the associated costs of preparing a comprehensive Master Plan and a Program Environmental Impact Report for Isla Vista.

d) If the need arises, each party shall attempt to prepare more detailed joint agreements to clarify the logistical arrangements for any specific activity contemplated.

e) When the County, the Agency, the District, and the University receive a cost estimate for the preparation of a master plan and the required environmental analysis, the above parties may agree to amend the contributions made by them. Such agreement shall be in writing executed by all parties.

f) Nothing in this MOU is intended to effect, alter or amend any party's legal rights or obligations with respect to the other party or other existing agreements. This MOU shall only serve to memorialize each party's desire to cooperate in a joint comprehensive planning effort and to develop a Master Plan for Isla Vista.

8) INDEMNIFICATION AND INSURANCE

- a) The parties mutually agree that each party shall defend, indemnify and hold harmless the other party from all claims, demands, damages, costs, expenses, judgments or liability relating to the performance of this MOU and resulting from the negligent acts or omissions to act of the indemnitor, its officers, employees or agents. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the partial, joint, or concurrent negligence of County, Agency, District and/or University, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction or as by mutual agreement.
- b) The County, Agency, District and University shall carry worker's compensation coverage to the extent and as required by law.
- c) The County, Agency, District, and University shall each carry and maintain, at their own cost and expense, for the period of this agreement MOU, a policy or policies of general liability and auto liability insurance or self-insurance. To the extent applicable, they agree that the respective agencies' officer, directors, employees, and agents shall be named as additional insured on each other's policy or policies. The limit of liability of said policy or policies shall not be less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. Said policy or policies shall contain a provision that such insurance as is afforded by the policy shall be primary and contributory to the full limits stated in the declarations. Said policy or policies shall provide that the County, Agency, District and University shall be given thirty (30) days written notice prior to cancellation or expiration of any policy or reduction in coverage of each respective agency.

9) NOTICES

- a) Notices and or correspondence pursuant to this MOU shall be given by deposit in the United States mail, postage pre-paid, addressed as follows or to such other address as may be provided by written notice by a party:
 - i) County of Santa Barbara and Santa Barbara County Redevelopment Agency
 - (1) ~~John Buttny~~Mark Chaconas
Executive Assistant – Third District
123 East Anapamu Street
Santa Barbara, Ca 93101
 - (2) ~~Dan Gira~~Susana Montana
Deputy Director of Planning and Development
123 East Anapamu Street
Santa Barbara, Ca 93101 ~~and~~
 - (3) ~~John Patton~~Dianne Meester
Director of Planning and Development
123 East Anapamu Street
Santa Barbara, Ca 93101

(4) Scott Ullery
Deputy County Administrator
123 East Anapamu Street
Santa Barbara, Ca 93101

ii) Isla Vista Recreation and Park District:

(1) Derek Johnson
General Manager
Isla Vista Recreation & Park District
961 Embarcadero Del Mar
Isla Vista CA 93117

iii) University of California at Santa Barbara

(1) Henry T. Yang
Chancellor
Office of Chancellor
Santa Barbara, Ca 93106

(2) Todd Lee
Acting Assistant Chancellor
Office of Budget and Planning
Santa Barbara, CA 93106

~~Robert W. Kuntz~~
~~Assistant Chancellor~~
~~Office of Budget and Planning~~
~~Santa Barbara, Ca 93106~~

(3) Duncan Mellichamp
Assistant to the Chancellor for Long Range Planning
Office of the Chancellor
Santa Barbara, Ca 93106

“DISTRICT”
ISLA VISTA RECREATION AND PARK DISTRICT

ATTEST:
SECRETARY OF THE BOARD
DEREK JOHNSON

CHAIRPERSON

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:
THOMAS F. STONE
GENERAL COUNSEL

(signature page 1 of 3)

“COUNTY”
COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM
ROBERT W. GEIS CPA
AUDITOR-CONTROLLER

By: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
AGENCY COUNSEL

By: _____

REDEVELOPMENT AGENCY OF THE COUNTY
OF SANTA BARBARA

By: _____
Chair, Redevelopment Agency

(signature page 2 of 3)

“UNIVERSITY”
UNIVERSITY OF CALIFORNIA
AT SANTA BARBARA

ATTEST:

~~TODD G. LEE~~ — DUNCAN A. MELLICHAMP
SPECIAL ASSISTANT TO
CHANCELLOR FOR
LONG-RANGE PLANNING

By: _____
HENRY T. YANG
CHANCELLOR

By: _____
Secretary

Date: _____

APPROVED AS TO FORM:
DAVID M. BIRNBAUM
UNIVERSITY COUNSEL
OF THE REGENTS

APPROVED AS TO ACCOUNTING FORM:
~~ROBERT KUNTZ~~ TODD G. LEE
BUDGET AND PLANNING
ACTING ASSISTANT CHANCELLOR
BUDGET AND PLANNING

By: _____

By: _____

(signature page 3 of 3)