

**MEMORANDUM OF UNDERSTANDING
FOR A PARKING COMPLIANCE PROGRAM IN ISLA VISTA**

This MEMORANDUM OF UNDERSTANDING FOR A PARKING COMPLIANCE PROGRAM IN ISLA VISTA (this “Agreement”), dated for reference purposes as of this ____ day of _____, 2025, is made and entered into by and between the COUNTY OF SANTA BARBARA (“County”) and the Isla Vista Community Services District’s (“IVCSD,” collectively “Parties”).

Recitals

A. WHEREAS, Government Code § 61250 authorizes the establishment of the IVCSD and grants the IVCSD certain enumerated powers, including to exercise the powers of a parking district in the same manner as a parking district formed pursuant to the Parking District Law of 1951 (Part 4 (commencing with Section 35100) of Division 18 of the Streets and Highways Code) and to contract with the County of Santa Barbara for supplemental police protection services and code enforcement services;

B. WHEREAS, the County has authority pursuant to Vehicle Code § 22507 and its general police power to adopt ordinances restricting parking on County rights of way and to enforce County ordinances;

C. WHEREAS, the IVCSD has developed a parking compliance program it seeks to implement on County right of ways in the community of Isla Vista as defined in subdivision (f) of Government Code § 61250;

D. WHEREAS, the IVCSD has requested the County enter into a Memorandum of Understanding with the IVCSD to facilitate the IVCSD’s parking compliance program and to provide the IVCSD with a one-time startup loan from the Isla Vista In-Lieu Parking Fee Program to be repaid to the County from ticket fees, which will be repaid in full by April 1, 2028; and

E. WHEREAS, the County finds that the proposed Isla Vista parking compliance program is in the best interests of the community of Isla Vista.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and IVCSA agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. To the extent permitted by law, the IVCSA is delegated authority to enforce existing parking restrictions on County rights of way in the community of Isla Vista for a period not to exceed five years, unless terminated earlier upon 30-days written notice by either party for any reason. The IVCSA's services shall be non-exclusive and shall be in addition to, and shall not replace or supplant, the level of services provided by the County or any other service provider. Ticket pricing, enforcement procedures, warnings, and other operational policies shall be established and may be adjusted at the sole discretion of the IVCSA, subject to applicable law, including the California Vehicle Code and subject to the provisions in this MOU. The IVCSA shall provide the County with a copy of the operational policies implementing the program upon request.
3. The Agreement may be extended for up to two (2) additional terms of five (5) years each, subject to mutual written agreement of the Parties.
4. The IVCSA may not create new parking restrictions and may only enforce those restrictions the County has already enacted or that the County may enact in the future at its sole discretion.
5. The County shall retain any and all authority to exercise its police powers in the County rights of way and the parking enforcement program shall not conflict with any County needs or priorities in the area.
6. Each Party shall indemnify, defend, and hold each of the other Party harmless from and against all liability, including but not limited to demand, claims, causes of action, damages, injuries, liabilities, losses, actions, fees, costs, and expenses (including attorneys' and expert witness

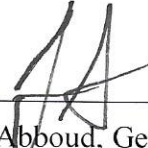
fees), (collectively, "Claims") to the extent arising from, pertaining to, or related to the negligent, reckless or willful acts or omissions of that Party or its officers, agents, or employees in the performance of this MOU, except to the extent caused by the gross negligence or willful misconduct of the indemnified party.

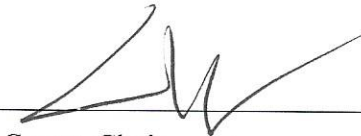
7. This MOU shall be governed, interpreted, construed and enforced in accordance with the law of the State of California. If litigation arises, the venue shall be in the Superior Court of Santa Barbara County. The Parties hereto shall be bound by all federal, state and local laws, ordinances, regulations, and directives pertaining to the services to be performed hereunder.
8. If any provision of this MOU shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
9. Contingent upon approval of the respective governing boards, each person executing this MOU on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body, and (iii) said entity has full authority to enter into this MOU.
10. The Parties acknowledge that the IVCSD's authority to engage in specific enforcement actions related to the IVCSD's parking compliance program, including but not limited to the implementation of towing services, may require separate agreements between the Parties and/or third parties, which shall be negotiated if and when necessary.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding and agree to be bound by its terms as of the date and year written above.

ISLA VISTA COMMUNITY SERVICES
DISTRICT

COUNTY OF SANTA BARBARA

By: 
Jonathan Abboud, General Manager

By: 
Laura Capps, Chair
Board of Supervisors