

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF CALIFORNIA SANTA BARBARA
and the
COUNTY OF SANTA BARBARA

I. PARTIES

This Memorandum of Understanding (“MOU”) is made and entered into by and between The Regents of the University of California (“University”) on behalf of the University of California Santa Barbara (“UCSB”), and the County of Santa Barbara (the “County”).

II. PURPOSE

This MOU is entered into for the purposes of facilitating the County’s prompt installation of permanent fencing along the oceanside cliffs of County-owned and Isla Vista Recreation and Park District land in Isla Vista, California, the location of which is more specifically described and depicted in Exhibit A which is attached hereto and incorporated herein (herein “the Fence Location”).

WHEREAS, UCSB would like increased community safety with respect to the Fence location since many UCSB students live in close proximity to the Fence Location and

WHEREAS, University does not own, maintain or control the Fence Location.

WHEREAS, the County would like to install a fence at the Fence Location, but lacks the immediate funding source to do so.

WHEREAS, UCSB wants to provide the County with one-time funding so that County may promptly install permanent fencing at the Fence Location.

III. ROLES OF THE PARTIES

THEREFORE, the parties agree as follows:

UCSB agrees to provide one-time funding to the County in the amount of Seventy Thousand Dollars (\$70,000) (“One-Time Funding”) within 15 days of the mutual execution of this MOU so that the County may promptly install a fence at the Fence Location.

Upon the receipt of the One-Time Funding, the County agrees to promptly install a fence at the Fence Location. The County agrees that it will own the fence and be solely responsible for the selection, installation and maintenance of the fence at the Fence Location.

If any part of the \$70,000 contribution remains after the installation of the fence, excess monies shall be used by the County for future fence maintenance. If the installation of the fence exceeds the \$70,000 contribution, the County shall be responsible for funding additional costs.

UCSB agrees that the County, as the party responsible for the installation and maintenance of the fence at the Fence location, may enter into any agreements with third parties that the County deems necessary, to install or maintain the fence.

IV. INDEMNITY AND LIMITATION OF LIABILITY

A. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA shall defend, indemnify and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA's officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages or violations of law, are caused by or result from the negligent or intentional acts or omissions of COUNTY OF SANTA BARBARA its officers, employees or agents.

B. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

C. NOTIFICATION

The REGENTS OF THE UNIVERSITY OF CALIFORNIA shall give the County prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

D. CONTINUING OBLIGATION

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

E. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

V. RELATION TO OTHER LAWS AND SEVERABILITY

The parties agree that the MOU is subject to all federal, state and local laws. If any provision of this MOU is in conflict or is inconsistent with such or otherwise unenforceable, the remaining provisions of the MOU shall remain in effect.

VI. EFFECT OF AGREEMENT

This MOU supersedes any prior agreement between the parties with the respect to the installation of a fence at the Fence Location.

VII. EFFECTIVE DATE

This MOU shall be effective when it is signed by both parties. No waiver, alteration, or modification of this MOU shall be valid unless made in writing and signed by both Parties; however either party may terminate the agreement with 30 days notice in writing.

VIII. NOTICE

Any communication required with respect to this MOU, including, but not limited to, amendment or notice of termination, shall be given by regular mail, postage pre-paid, to the following:

Office of Budget & Planning
University of California, Santa Barbara
Cheadle Hall, 1st Floor
Santa Barbara, California 93106
ATTN: Chuck Haines
Director of Capital Development

County Executive Office
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, California 93101
ATTN: Renée Bahl
Assistant CEO, Interim Community Services Director

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers as set forth below:

REGENTS OF THE UNIVERSITY OF
CALIFORNIA
(UCSB)

By: Todd G. Lee 2/24/15
Todd G. Lee
Assistant Chancellor, Budget & Planning
UCSB

COUNTY OF SANTA BARBARA
("COUNTY")

By: Renée E. Bahl 24 Feb 2015
Renée E. Bahl
Interim Community Services Director

County of Santa Barbara Planning and Development

Glenn S. Russell, Ph.D., Director

Dianne Black, Assistant Director



NOTICE OF FINAL ACTION

November 13, 2014

On October 29, 2014 Santa Barbara County took final action on the appealable development described below:

- Appealable Coastal Development Permit [14CDP-00000-00058] following discretionary case [14DVP-00000-00010]
- Appealable Coastal Development Permit [14CDH-00000-00021]

Project Applicant:

Paddy Langlands
Community Services Department
123 E. Anapamu Street
Santa Barbara, CA 93101
(805) 568-2475

Project Description: The project includes erection of safety fencing along the bluffs of Isla Vista within public open space and park space parcels owned by Santa Barbara County and the Isla Vista Recreation and Parks District (IVRPD). The fencing would be approximately 4 ½ feet in height (54 inches) and would consist of a three-rail wooden pole fence covered with small-space coated diamond chain link on the landward side to prevent climbing. The top wood rail would be approximately 49 inches high, the posts would be approximately 53 inches high, and the chain link stringer wire would extend to the height of the posts to prevent sitting. A total of approximately 1,400 linear feet of fencing would be installed along the bluff edge across six non-contiguous ocean front parks and open space areas. This fencing would replace any existing fencing currently in place along the alignment. No grading or tree removal would be required to erect the fencing. The fence on APN 075-181-035 (westernmost parcel) would extend from the east end of the parcel westwards for a distance of approximately 220 ft., in line with the eastern property line of parcel 075-181-029.

Location: The application involves AP Nos. 075-181-035, -040, 075-193-003, -018, -036, -037, -026, -024, -008, -009, -010, -005, -013, -012, 075-223-003, -005, -006, 075-192-006, -005, 075-193-034, -035, 075-202-039, -004, -041, located along Del Playa Drive, in the Isla Vista area, Third Supervisorial District, Santa Barbara County, California.

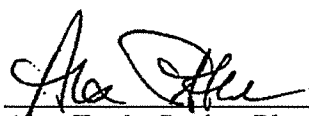
The receipt of this letter and the attached materials start the 10 working day appeal period during which the County's decision may be appealed to the Coastal Commission. Appeals must be in writing to the appropriate Coastal Commission district office.

Please contact Alex Tuttle, the case planner at (805) 884-6844 if you have any questions regarding the County's action or this notice.

123 E. Anapamu Street, Santa Barbara, CA 93101 • Phone: (805) 568-2000 • FAX: (805) 568-2030

624 West Foster Road, Santa Maria, CA 93455 • Phone: (805) 934-6250 • FAX: (805) 934-6258

www.sbcountyplanning.org


Alex Tuttle, Project Planner

11/13/14
Date

Attachments:

Final Action Letter dated October 31, 2014

cc: Paddy Langlands, Community Services Department, 123 E. Anapamu Street,
Santa Barbara, CA 93101