

## EXHIBIT B

### FIRST AMENDED SERVICE AGREEMENT

Pursuant to Section 3.b. of the AGREEMENT TO MAINTAIN A PUBLIC PARK executed on June 7, 2004, the CHANNEL ISLANDS YMCA, a nonprofit organization (“YMCA”) and the COUNTY OF SANTA BARBARA (“County”) hereby amend the provisions of the existing Operator Agreement, which is Exhibit “B” to the aforementioned AGREEMENT TO MAINTAIN A PUBLIC PARK, to reflect the mutually agreed obligations of these two parties. Therefore, in consideration of the mutual promises herein, and other good and valuable consideration, receipt of which is hereby acknowledged, this FIRST AMENDED SERVICE AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007 with reference to the following:

1. County Responsibility: The County will be responsible for the repair and maintenance of the facilities within the Park as reflected in the attached budget, attached hereto as Exhibit “B-1” and incorporated herein by this reference, including but not limited to, the athletic fields and courts, irrigation equipment, sidewalks and paths, security lighting, concession stand, office, bathrooms, picnic facilities, water fountains, trash receptacles, trails, parking lots, and any other physical improvements. The County agrees to repair, replace, or improve all facilities within the Park to assure that the facilities and grounds are attractive, useful and safe.

The financial and other obligations of County under this Agreement are limited to the available net proceeds of the special tax assessments collected by and on behalf of the Providence Landing Community Facilities District. Nothing in this agreement shall obligate the County to expend any sums beyond those proceeds or from any other County Fund, including but not limited to the County General Fund or Parks Fund.

2. YMCA Responsibility: The YMCA will be responsible for the daily upkeep of the Park’s landscaping, playing fields and courts, trails, sidewalks and paths, picnic facilities, and parking lots as well as janitorial and housekeeping services associated with the concession stand, office, and bathrooms. The YMCA agrees to keep the park in an attractive, clean, and useful condition to the satisfaction of the County. The YMCA shall provide and pay for all utilities and trash collection at the Park, as well as annual weed abatement service, on behalf of the county.

3. Staffing: The YMCA shall provide onsite staff to oversee the Park’s day-to-day operation, assist in scheduling use of the Park’s facilities, and provide supervision for all contract personnel reporting to the YMCA. Staff shall be in the Park for approximately 30 hours per week, during park hours, pursuant to a schedule approved by the County. Neither the YMCA nor individual staff members are responsible for providing security service for the Park.

4. Park Hours: Unless otherwise agreed to by the County's Director of Parks, the Park will be open to the public every day between 8:00 a.m. and sunset. The YMCA shall keep the Park open during the regular hours of operation, pursuant to County ordinance, provided, however, that the Park may be closed for periodic maintenance of the facilities and for certain occasions approved in advance by the County's Director of Parks.

5. Scheduling: The YMCA shall provide scheduling services for group recreational leagues and both league and non-league use of the playing fields and courts, provided however, that neither the County nor the YMCA shall not be obligated to provide funding for such activities. The YMCA will be responsible for a reservation system for use of the fields and group picnic areas and the collection of any user fees in amounts not to exceed the actual cost to administer and operate the programs. In addition, any user fee charged may not exceed the fees for similar use at other County parks. The YMCA will schedule its own usage of the Park in accordance with County policy.

6. Use of the Park: The YMCA will ensure that the Park facilities are available to all members of the public, regardless of whether they reside in the adjacent housing development or are members of any organization or group (including the YMCA).

7. Payment to the YMCA: Subject to the Board of Supervisors' discretion over its budget, the County will pay the YMCA the sum of \$243,750.00 annually, divided into two yearly distributions of \$121,875.00 to be paid on January 15 and July 15 of each calendar year for the term of this Amended Service Agreement, subject to annual adjustments for inflation and other cost increases.

8. Term: Unless otherwise terminated or extended, this Agreement shall begin on October 1, 2007 and expire on October 1, 2010. At any time, the County or the YMCA can terminate this Amended Service Agreement without cause upon three months written notice to the other party.

9. Insurance. YMCA shall maintain in full force and effect for the term of this Amended Service Agreement the insurance described in Exhibit "C" attached hereto and incorporated herein by this reference. The YMCA's liability shall be limited only to those damages, injuries or occurrences arising out of or directly related to the services provided by this Amended Service Agreement and shall not extend to losses, damages, or injuries resulting from the public's use of the Park not related to the services provided by the YMCA.

During the hours when the Park is closed to the public, and notwithstanding the provisions of Exhibit "C," the YMCA shall have no responsibility under this agreement for any damage, injury or other occurrence at the Park, except for those responsibilities set forth in Paragraph 2 hereof.

10. Subcontracting: The YMCA may subcontract some or all of its operational responsibilities with the prior approval of the County, which approval shall not be unreasonably withheld. YMCA shall require any subcontractor to maintain insurance in the same amounts and under the same terms and condition as are set forth in Exhibit C, or such other insurance as may be acceptable to the County.

11. Supersedes Previous Agreements: This First Amended Service Agreement integrates, replaces and supersedes all previous agreements between the parties with respect to the matters set forth herein, including but not limited to Exhibits "B" ("Service Agreement") and "C" ("Insurance and Indemnity Requirements for Service Provider") to the above-mentioned AGREEMENT TO MAINTAIN A PUBLIC PARK executed on June 7, 2004.

IN WITNESS WHEREOF, the parties have executed this First Amended Service Agreement on the date first written above.

CHANNEL ISLANDS YMCA  
A nonprofit organization

COUNTY OF SANTA BARBARA

By \_\_\_\_\_  
President

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to Content:

Approved as to Form:  
STEPHEN SHANE STARK,  
COUNTY COUNSEL

\_\_\_\_\_  
Director of Parks

By: \_\_\_\_\_  
Deputy County Counsel