

**FIRST AMENDMENT TO THE 2010 COOPERATIVE AGREEMENT  
FOR ISLA VISTA COMMUNITY IMPROVEMENTS**

This First Amendment to the 2010 Cooperative Agreement for Isla Vista Community Improvements (herein "First Amendment") is entered into and effective as of the date last signed below, by and between the County of Santa Barbara ("County") and the University of California, Santa Barbara Campus ("UCSB" or "University"), acting through the Regents of the University of California.

**RECITALS**

WHEREAS, County and University entered into a cooperative agreement entitled the "2010 Cooperative Agreement for Isla Vista Community Improvements" effective October 14, 2010 with respect to the parties' agreement regarding improvement programs and projects in Isla Vista, referred to herein as "Agreement", a true and correct copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the County and University desire to amend certain of the provisions in the Agreement as follows:

**AMENDMENTS**

1. Article I, Section 1.3 of the Agreement is hereby replaced with the following:

1.3 University shall make available to the County within five (5) years of the date of this First Amendment \$2,000,000 to be disbursed to County as described below. This contribution shall not exceed 50% of the total costs for various improvements to facilitate pedestrian, bicycle, street lighting and vehicle circulation and safety within the Isla Vista area (Projects). Annual distributions of these funds will not be less than \$400,000 per year and as provided for in subsection (e). If student enrollment reaches 25,000 on campus headcount prior to the 5 year term of this payment schedule, the full \$2,000,000 will be due and payable to the County.

- a) County will be responsible for fulfilling CEQA and/or NEPA as required for the Projects.
- b) University funds shall be used only for Projects mutually identified and agreed upon by the University and County.
- c) The County shall provide the University advance written notice of its intent to undertake any agreed to Projects, the estimated cost and proposed schedule for completion.
- d) County and University may mutually agree to utilize alternative individual project funding percentages as described in subsection (e).
- e) Agreement between University and County on Projects scopes, funding percentages, and schedules shall be made and recorded at meetings of an ad-hoc Transportation Committee (composed of University and County personnel).

Notwithstanding any other provision of this Agreement, the University shall pay its share of Projects implemented pursuant to this Agreement 60 calendar days prior to advertisement for construction bids, or such payment schedule as may be mutually agreed to by all parties as provided for in subsection (e) in order to expedite development of the Projects.

The University and the County agree that the University's funding commitment is in furtherance of the public purpose of both the University and the County because it will provide for various improvements to facilitate pedestrian, bicycle, street lighting, and vehicle circulation and safety within the Isla Vista area and between Isla Vista and the UCSB campus. The funding provided by the University under this Agreement shall be applied towards the costs of such improvements in Isla Vista that would be the University's share resulting from LRDP implementation.

2. Article 16, TERM is hereby replaced with the following:

**Article 16      TERM**

The term of this Agreement shall be from the date of execution by all Parties to and including the date when a successor LRDP is adopted which replaces the 2010 LRDP.

3. Attachment B, Map of the Proposed Transportation Improvements in Isla Vista, is hereby deleted.

Except as specifically amended herein, the Agreement shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the County and University have caused this First Amendment to be effective as of the date last signed below.

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
COUNTY EXECUTIVE OFFICE

APPROVED AS TO FORM:  
RISK MANAGEMENT

By: \_\_\_\_\_  
County Executive Officer

By: \_\_\_\_\_  
Risk Management

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

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

By: \_\_\_\_\_  
Deputy

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

By: \_\_\_\_\_

Marc Fisher  
Vice Chancellor

APPROVED AS TO FORM:

Counsel to The Regents

By: \_\_\_\_\_

DRAFT