

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 7/20/05
Department Name: County Executive Office
Department No.: 990
Agenda Date: 8/16/05
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Redevelopment Agency Board of Directors

FROM: Michael F. Brown, County Executive Officer

STAFF CONTACT: Terri Maus-Nisich, Assistant County Executive Officer
Jamie Goldstein, Redevelopment Agency Deputy Director (x 8050)

SUBJECT: Contract authorization for Isla Vista Community Center

Recommendation(s):

That the County of Santa Barbara Redevelopment Agency Board of Directors:

1. Find that the Project is exempt from CEQA pursuant to Cal. Code of Regs., Title 14, Section 15262, as it involves only planning studies for possible future actions that the Agency has not approved, adopted, or funded.
2. Authorize the Agency Chair to execute an agreement with Isla Vista Parks and Recreation District for \$30,000 towards the preparation of a master plan for the Isla Vista Community Center site as set forth in Attachment 1.

Alignment with Board Strategic Plan:

Approval of a contract to fund site plans for the Isla Vista Community Center is consistent with our organizational values regarding collaboration, partnering and the following adopted Strategic Goals:

- Goal #6: A County Government that is Accessible, Open and Citizen Friendly,
- Goal #5: A High Quality of Life for All Residents

Executive Summary and Discussion:

Since the late 1970's efforts to develop a community center in Isla Vista have been on-going. Between 1987-1992 a small community center was located in Isla Vista; however the structure was both undersized (950 square feet) and structurally unsound. The facility was ultimately closed and demolished in 1996, and the Isla Vista Teen Center was relocated to a temporary portable trailer.

Santa Barbara County included a new community center in Isla Vista Redevelopment Plan's Public Improvement List (Attachment 2). That Plan, adopted by the Board in 1990, remains the principle legally guiding document for the Redevelopment Agency (RDA).

The Isla Vista Recreation and Park District (IVRPD) has also identified a commitment to facilitate the development of a new community center at Estero Park. In an effort to implement park and community center improvements in a phase approach, IVRPD developed a master plan for the community center site. However, recent revisions to the community center program needs have changed community center space requirements. As a result, in order to ensure that the preliminary improvements, such as the skate-park, soccer fields and basketball courts, are properly located, IVRPD is proposing to refine that master plan for the community center site.

Authorization of this board letter will provide funds to refine the community center site plan through a contract between the Redevelopment Agency and IVRPD. Specifically the contract is intended to:

- Revise community center site master plan
- Update project cost estimates
- Finalize skate-park and ancillary facility locations
- Consider environmental factors involved in development of a community center

Mandates and Service Levels:

Provision of a community center is not mandated. State law allows for local agencies to provide recreational services. Provision of a community center is consistent with the following goals listed in the 1990 Redevelopment Plan for the Isla Vista Redevelopment Project:

- Enhance the livability of the residential areas throughout the project area and the community as a whole.
- To promote public improvement facilities which are sensitive to the unique environmental qualities of the project area and improve deficient infrastructure conditions.

A community center is also included in the Isla Vista Redevelopment Plan public improvements list (Attachment 2). The Isla Vista Project Area Committee/General Plan Advisory recommended this allocation of RDA funds to this project at their April 27, 2005 meeting. There are no anticipated changes in County services.

Fiscal and Facilities Impacts:

The \$30,000 Agency contribution has been included in the FY 05/06 Agency work plan, which your board will also consider on August 16, 2005. That work plan includes a budget revision to the adopted FY 05/06 Agency budget (page D-444-445) to fund this project.

Special Instructions:

Clerk of the Board to forward copy of the minute order to RDA: Attn: Jamie Goldstein.

Concurrence:

County Counsel

ATTACHMENT 1

AGREEMENT FOR COMMUNITY CENTER STUDY CONTRIBUTION

THIS AGREEMENT (hereafter Agreement) is made by and between the Redevelopment Agency of the County of Santa Barbara, a public body corporate and politic (hereafter AGENCY) and Isla Vista Parks and Recreation District (hereafter IVRPD) wherein IVRPD agrees to provide and AGENCY agrees to provide funds for certain services specified herein.

RECITALS

WHEREAS, the Isla Vista Redevelopment Project Area lacks a community center facility in which members of the Isla Vista community can meet and engage in community activities; and

WHEREAS, the development of a capitol fundraising feasibility study, and a demand/marketing study, and the refinement of architectural plans for a public community center for the Isla Vista Redevelopment Project Area constitute planning and development activities under Health and Safety Code Section §33020; and

WHEREAS, studies and plans for an Isla Vista Community Center would primarily benefit the Isla Vista Redevelopment Project Area because the Community Center, if approved, would be located within that Project Area and would be most accessible to residents of the Isla Vista Project Area.; and

WHEREAS, under CEQA Guideline, Title 14. California Code of Regulations Section 15262 planning and feasibility studies do not require preparation of environmental impact reports or negative declarations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** For the purposes of this Agreement, Jamie Goldstein at phone number (805) 884-8050 is the representative of AGENCY and will administer this Agreement for and on behalf of AGENCY. Derek Johnson at phone number (805) 968-2017 is the authorized representative for IVRPD. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To AGENCY: Santa Barbara County Redevelopment Agency
Attn: Jamie Goldstein
105 East Anapamu Street 4th floor
Santa Barbara, CA 93101

With Copy to: Office of the County Counsel
Attn: Mary McMaster

105 East Anapamu Street, #201
Santa Barbara, CA 93101

To IVRPD: Derek Johnson
Isla Vista Parks and Recreation District
901 Embarcadero Del Mar
Isla Vista, CA 93117

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF FUNDING.** IVRPD agrees to apply funds from the AGENCY in accordance with Exhibit A attached hereto and incorporated herein by reference and only for the specific purposes set forth therein.

4. **TERM.** IVRPD shall complete all of the tasks set forth in Exhibit A no later than June 30, 2006 unless otherwise agreed to by AGENCY in writing.

5. **FUNDING FOR IVRPD.** Agency shall pay to and IVRPD agrees to accept funding in the total amount of Thirty Thousand Dollars (\$30,000) as payment for preparation of an Isla Vista Community study for the Isla Vista Redevelopment Project Area all as set forth in Exhibit A.

6. **INDEPENDENT IVRPD.** IVRPD shall perform all of its services under this Agreement as an independent agency and is in no respects an agent or employee of AGENCY or of the County of Santa Barbara. IVRPD may contract out all or some of the services set forth in Exhibit A with the prior written approval of AGENCY's representative.

7. **STANDARD OF PERFORMANCE.** IVRPD represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, IVRPD shall ensure that all contracted services purchased with the funds shall occur in the manner and according to the standards observed by a competent practitioner. All of the products to be prepared under this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed.

8. **CONFLICT OF INTEREST.** IVRPD covenants that IVRPD presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. IVRPD further covenants that in the performance of this Agreement, no person having any such interest shall be employed by IVRPD.

The term "organizational conflict of interest" means that a relationship exists whereby IVRPD has interests which may diminish the capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage.

IVRPD agrees that if an organizational conflict of interest is discovered with respect to this CONTRACT, IVRPD shall make an immediate and full disclosure in writing to AGENCY which shall include a description of the action which the IVRPD has taken or proposes to take to avoid, eliminate or

neutralize the conflict. AGENCY may, however, terminate the CONTRACT if it could be in the best interests of the AGENCY.

9. **RESPONSIBILITIES OF AGENCY.** Upon request by IVRPD, AGENCY shall provide background information in its possession and which is reasonably accessible which may assist IVRPD in the performance of the work described in Exhibit A.

10. **OWNERSHIP OF DOCUMENTS.** IVRPD shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Notwithstanding the above, at AGENCY's request, IVRPD shall release any materials under this section for AGENCY review and reproduction.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. AGENCY shall have unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

11. **INDEMNIFICATION AND INSURANCE.** As an essential part of the consideration for this Agreement, IVRPD agrees to abide by and be subject to all of the provisions set forth in Attachment B including but not limited to those provisions concerning indemnity and insurance. For the purposes of consistency between this Agreement and Exhibit B, the term "Contractor" as it is used in Exhibit B shall be deemed to refer to IVRPD and the term "County" shall be deemed to refer to Agency.

12. **NONDISCRIMINATION.** AGENCY hereby notifies IVRPD that Santa Barbara County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and IVRPD agrees to comply with said ordinance.

13. **NONEXCLUSIVE AGREEMENT.** IVRPD understands that this is not an exclusive Agreement and that AGENCY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by IVRPD as the AGENCY desires.

14. **ASSIGNMENT.** Except as set forth in Section 6, IVRPD shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of AGENCY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination by AGENCY.

15. **TERMINATION.** This Agreement may be terminated by either party upon 60 days notice to the other party. Within fifteen (15) days of termination, any unspent sums under Exhibit A shall be returned to the AGENCY and copies of all work completed shall be given to AGENCY.

15. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

16. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **NO WAIVER OF DEFAULT.** No delay or omission of AGENCY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to AGENCY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of AGENCY.

18. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. **COMPLIANCE WITH LAW.** IVRPD shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of IVRPD in any action or proceeding against IVRPD, whether AGENCY be a party thereto or not, that IVRPD has violated any such ordinance or statute, shall be conclusive of that fact as between IVRPD and AGENCY.

21. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

22. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, IVRPD hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which IVRPD is obligated, which breach would have a material effect hereon.

24. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services between the County of Santa Barbara Redevelopment Agency and Isla Vista Parks and Recreation District (IVRPD).

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by AGENCY.

REDEVELOPMENT AGENCY OF THE COUNTY OF
SANTA BARBARA

By: _____
Chair, Agency Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
EXECUTIVE DIRECTOR

DEREK JOHNSON
IVRPD GENERAL MANAGER

By: _____
Deputy

By: _____
IVRPD TaxID Number: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
TREASURER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____

EXHIBIT A

SCOPE OF FUNDING

AGENCY agrees to fund IVRPD for the services described below but in no event shall Agency pay more for those services than the cost to IVRPD to deliver them.

Task	Cost
Architectural Services	\$17,000
Project Cost Estimates	\$5,000
Park Master Plan	\$8,000
Total	\$30,000

AGENCY may at any time, by written order to IVRPD, make any changes or additions in the scope of use of the funds pursuant to a Notice to Proceed authorization. The final decision to make modifications to use of funds hereunder shall be made solely by AGENCY.

ATTACHMENT 2

ISLA VISTA REDEVELOPMENT PROJECT

Public Improvements List

Public Improvements

Underground Districts
Water Distribution Systems

- Graywater
- Reclamation

Playgrounds; Developed Parks
Community Center
Parking Facilities

- Central Lot Vs. "Pocket" Lots

Bus Stops
Historic Buildings
Widen Roads (Camino Corto) for Bike Lanes
Pathways Through County's Camino Corto Property To Iv School
Parking Lot @ Iv School (Camino Corto)

Work Projects

Land Acquisition

- Del Playa Measure T Lots
- Del Playa Lots W/Out Water
- Parcels Downtown for Potential Parking Lots
- Affordable Housing

Street Work

- Sidewalks
- Curbs
- Gutters/Storm Drains
- Redesignation (One Way Streets)
- Bikepaths
- New Barrier Parks
- Street Lights
- Traffic Lights/Signals
- Street Trees

Housing

- Rehabilitation of Existing Using Stock
- Homeless Shelter
- Loans to Property Owners for Rehabilitation
- Subsidies to Tenants
- Acquire and Donate Land for Affordable Housing