

ATTACHMENT D

**2010 COOPERATIVE AGREEMENT
FOR ISLA VISTA COMMUNITY IMPROVEMENTS**

This 2010 COOPERATIVE AGREEMENT FOR ISLA VISTA COMMUNITY IMPROVEMENTS, ("Agreement") 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"),

RECITALS

WHEREAS, the County is a political subdivision of the State of California and University is a campus of the University of California authorized as set forth in California Constitution Article IX, Section 9; and

WHEREAS, both have distinct jurisdictions with overlapping property boundaries in Santa Barbara County, California; and

WHEREAS, UCSB is proposing a new 2010 Long Range Development Plan ("LRDP") which projects an on-campus student population of 25,000; and

WHEREAS, the growth in enrollment is expected to affect the community of Isla Vista due to its location near the UCSB campus; and

WHEREAS, UCSB's 2010 Long Range Development Plan EIR includes as an objective of the LRDP to contribute to Regional Solutions, including: "Work closely with adjacent jurisdictions to design, fund and build superior infrastructure; Continue to provide community services support to Isla Vista; Strengthen access to the Isla Vista community; Recognize Isla Vista as the center of a larger residential/campus community; and, Coordinate the campus' physical development plans with the Isla Vista Master Plan"; and

WHEREAS, County supports the early development of the Ocean Road housing project to enhance the economic and social base for Isla Vista; and

WHEREAS, University has supported social and physical improvements in Isla Vista for more than 20 years, providing the equivalent of more than \$1,500,000 in financial and in-kind support during 2004-2005, as described in the 2004-2005 Isla Vista Enhancement Report; and

WHEREAS, County and University worked collaboratively on the development of the Isla Vista Master Plan to develop a vision for Isla Vista; and

WHEREAS, County and University each desire to implement the Isla Vista Master Plan in

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cooperation with the other, and each desire to contribute to the implementation on the terms and conditions herein; and

WHEREAS, County and University desire support the quality of life of UCSB students in the IV community, which in turn will benefit the quality of life of all IV residents. This effort may include, but is not limited to, UCSB programs related to alcohol and drug awareness, Greek life, extracurricular opportunities, community service, and IV Master Planning efforts of the County, all of which may evolve or change based on the needs of the community over time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County, and University agree as follows:

Article 1 ISLA VISTA COMMUNITY PROGRAMS AND PROJECTS

1.1 County and UCSB recognize the importance of orderly and available public parking due to their shared location adjacent to coastal resources that are valued by all residents and visitors to the State. Therefore, County and UCSB shall collaborate on the development and implementation of a mutually beneficial parking program for Isla Vista on the terms herein.

1.2 The County and the University hereby acknowledge their commitments as stated in the El Colegio Agreement, attached hereto as Attachment "A."

1.3 Following final certification of the 2010 LRDP by the California Coastal Commission, University shall begin setting aside \$400 per student for every student in excess of a Base Enrollment of 20,000 on-campus enrollment headcount. University shall deposit the set-aside amounts in a University account ("Account") until the sum of \$2,000,000 is accumulated in the Account at which time no further contribution by the University will be required. Account funds shall be disbursed to County as projects are identified in Isla Vista by the County and University for traffic improvements which will facilitate pedestrian, bicycle and vehicle circulation between Isla Vista and UCSB campus. Prior to commencement of any project identified or provided for herein, any necessary environmental review required by CEQA shall be conducted.

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- a) The County shall consult with the University regarding the selection of Isla Vista Improvements for which Account funds will be used.
- b) The annual payments shall be deposited by University into the Account. These funds shall be used as partial funding for the improvements between Embarcadero del Norte and Ocean Road consistent with the Isla Vista Master Plan, and as set forth in Attachment "B."
- c) When the County determines a specific transportation improvement identified in (b) is necessary it shall provide UCSB written notice 45 days in advance of taking any action in furtherance of the project development to inform UCSB of the initiation of the project and the proposed schedule for the project.
- d) Notwithstanding anything to the contrary contained herein, Account funds shall not be used to pay for more than 50% of an identified improvement. In any event, the County shall receive a total of \$2 million in funding for improvements in Isla Vista. If 50% of the cost of the improvements shown on Attachment "B" is less than \$2 million, the County and the University shall meet and expand the list of improvements that may be funded with UCSB's contribution.

Notwithstanding any other provision of this Agreement, UCSB shall pay the proceeds of the Account to County to fund traffic improvement projects in Isla Vista. Payments shall be made at the beginning of each of the following three phases of any given project: preliminary engineering (10%) due at the onset of the development of the project, detailed engineering (20%) due at the completion of the environmental document, and construction (70%) due at the time of advertisement for construction bids.

Article 2 ENFORCEABILITY/EFFECT OF AGREEMENT

The University and County agree to take all necessary actions to ensure that the Agreement will be fully enforceable.

Article 3 GOOD-FAITH OBLIGATIONS

The County and University agree to cooperate fully, expeditiously, reasonably, and in good

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faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions, which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. The County and University also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement.

Article 4 COMPREHENSION OF AGREEMENT

The County and University represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 5 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Article 6 INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents,

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under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Article 7 AUTHORIZATION

The County and University hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.

Article 8 ENTIRE AGREEMENT

This Agreement, as to the matters set forth herein, constitutes the entire understanding between the County, and University. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Article 9 EFFECTIVE DATE

This Agreement shall become effective upon full execution by the County, and University, which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

Article 10 AMENDMENT

Neither this Agreement nor any term, provision or condition hereof may be amended, and no obligation, duty or liability of any party hereto may be released, discharged or waived, except in a writing signed by each party hereto.

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Article 11 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

Article 12 TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

Article 13 DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 14 REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other parties also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.

Article 15 WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

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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 or enrollment reaches 25,000 on-campus headcount.

Article 17 SURVIVAL OF PROVISIONS

Those obligation of the parties which by their nature are intended to survive the termination of this Agreement shall survive the termination hereof.

Article 18 NOTICE TO PARTIES

Any and all notices or data or other documents required or permitted to be served by one party upon the other(s) shall be directed to the following representatives of the parties:

County of Santa Barbara:

County Executive Officer
105 East Anapamu Street, Room 406
Santa Barbara, California 93101-2065 **AND TO**

County Director of Long Range Planning
Planning & Development Department
123 East Anapamu Street, 2nd Floor
Santa Barbara, California 93101

University of California, Santa Barbara:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
University of California, Santa Barbara
5105 Cheadle Hall
Santa Barbara, CA 93106
Mail Code 2035

IN WITNESS WHEREOF, the County and University have caused this Agreement to be executed as of the date last written below.

[signatures on following page]

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COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Deputy

By: _____
Risk Program Administrator

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Date: _____

Approved as to form:
Counsel to the Regents

By: _____

ATTACHMENTS

- A. El Colegio Road Improvement Agreement
- B. Map of Proposed Transportation Improvements in Isla Vista

**AGREEMENT REGARDING COUNTY IMPROVEMENTS TO
EL COLEGIO ROAD (PHASE TWO)**

This Agreement is entered into as of the date last written below, between the County of Santa Barbara, a political subdivision of the State of California ("County"), and The Regents of the University of California ("the University") (collectively, "the Parties.").

RECITALS

WHEREAS, on or about May 2, 2007, the Parties entered in to an Agreement Regarding Improvements to El Colegio Road, (the "Phase 1 Agreement") which resulted in the construction by the University of the project described in that agreement, which project is referred to herein as the "Phase 1 Project;" and

WHEREAS, the University has filed the Notice of Completion for the Phase 1 Project, a detailed final Phase 1 Project accounting will be provided prior to May 31, 2010 from the University to the County for County review, showing that the University has realized a Cost Savings of \$1,637,617.45 with regard to the anticipated Phase 1 Project cost; and

WHEREAS, the County is responsible for the design of El Colegio Phase 2 project, located west of intersection of Los Carneros and El Colegio roads, which project includes the widening necessary to create a median strip and two new lanes north of the existing roadway, to be used as two westbound lanes, and converting the two existing lanes to two eastbound lanes, and which project is more particularly described in Exhibit A, and which project is referred to herein as the "Phase 2 Project;" and

WHEREAS, a conceptual design for the Phase 2 Project was prepared by the University in 2007, and the final design of the Phase 2 Project prepared by the County is similar with regard to project area and scope to the conceptual design prepared by the University in 2007, except that the Phase 2 Project requires a realignment of the existing entry road for the Santa Ynez Apartments and a new storm drain through Santa Ynez Apartments site; and

WHEREAS, the University and the County agreed to release \$347,000 from the 1990 LRDP Escrow Account as an advance contribution by the University to fund Phase 2 Project design fees; and

WHEREAS, the County has advertised for, and received, construction bids for the Phase 2 Project in a manner that allows the University and the County to reasonably determine from the bid results the construction costs associated with work to be performed inside the El Colegio Phase 2-North project area (more particularly described in Exhibit B, and referred to herein as the "Phase 2-North Work"); and

WHEREAS all costs for construction of the Phase 2 Project other than the Phase 2-North Work will be funded entirely by the County, using Redevelopment Agency ("RDA") and/or Goleta Transportation Improvement Program ("GTIP"), and/or other County funds; and

WHEREAS, a construction bid from Granite Construction of \$2,965,304 (including contingency and construction administration) was received by the County, and the County and the University have reviewed the bid and confirmed that available funding is sufficient to complete Phase 2 Project and to enter into this Agreement; and

WHEREAS, the County shall make the final determination regarding the feasibility of awarding the Phase 2 Project based upon quality of the bids received, availability of funding, and other factors; and

WHEREAS, the County is responsible for processing and obtaining all necessary permits and approvals for Phase 2 Project construction on County property and within County easements on University property, including any permits and approvals necessary from all federal and state agencies and compliance with all applicable environmental regulations; and

WHEREAS, consistent with the terms of the Phase 1 Agreement, the County has accepted ownership of the Phase 1 project within County road right of way; and

WHEREAS, during construction of the Phase 1 Project, in order to reduce overall costs of the Phase 1 Project and the Phase 2 Project, the County and the University agreed that certain Phase 2 Project improvements would be completed by the University as part of the Phase 1 Project, which improvements were accounted for separately as part of the total costs incurred by the University during Phase 1 Project, and which improvements included construction of replacement south side disabled ramps, the Camino del Sur signal conduit stub outs and foundations, an additional northbound receiving lane widening on Los Carneros Road, construction of a portion the storm drain within the Santa Ynez Apartments site, and design of the realignment of the Santa Ynez Apartments entry road (the "Additional Phase 1 Improvements"); and

WHEREAS, the University may undertake construction of interior roads to the Santa Ynez Apartments site, and is responsible for obtaining any permits and approvals necessary from all federal and state agencies and compliance with all applicable environmental regulations, and for the entire cost of designing and constructing such roads; and

NOW, therefore, in consideration of the mutual promises, covenants, and agreements set forth below, the Parties hereby agree as follows:

1. University Contribution to Cost of Phase 2 Project. The University shall provide to the County \$1,364,036 (One Million Three Hundred Sixty Four Thousand Thirty Six Dollars), an amount representing a portion of the savings realized from

implementation of the Phase 1 Agreement, which amount the County shall utilize for the purpose of implementing the Phase 2-North Work. The University shall pay this amount to the County not later than 10 (ten) days after the execution of this Agreement.

2. County to Complete Phase 2 Project. If the County awards the Phase 2 Project, then the County shall cause the Phase 2 Project to be completed. The County shall not modify or alter the Phase 2-North Work without the written consent of the University, which consent shall not be unreasonably withheld with regard to minor or insubstantial alterations. If the County does obtain written authorization from the University for such modifications or alterations of the Phase 2-North Work, the University shall provide the additional funding from the amount representing the difference between the anticipated and actual cost of implementing the Phase 1 Project in excess of the amount described in Section 1, or \$273,581.45. The County shall bear the risk of the actual cost of modifications or alterations of the Phase 2-North Work exceeding \$273,581.45. If the County does not award the Phase 2 Project prior to the expiration of the current bids for the Project, then the County shall return the payment described in Section 1 to the University, and the County shall not be obligated by this Agreement to complete the Phase 2 Project.

3. County Responsible for Cost of Phase 2 Project. The County shall provide RDA funds of \$1,550,634 plus GTIP funds of \$50,634, and/or other funds, as necessary, to pay for all costs of the Phase 2 Project other than the Phase 2-North Work. The County shall bear the risk of the actual cost of the Phase 2-North Work exceeding the Phase 1 Project Cost Savings of \$1,637,617.45, including any costs or fees associated with failure to comply with all applicable federal and state environmental regulations (and shall bear the risk of the cost of the Phase 2 Project generally).

4. University To Retain Other Savings From Implementation of Phase 1 Agreement. Except as set forth in Sections 1 and 2, and consistent with Section 6 of the Phase 1 Agreement, the amount representing the difference between the anticipated and actual cost of implementing the Phase 1 Project in excess of the amount described in Sections 1 and 2, or up to \$273,581.45, shall be dedicated to complimentary projects to be agreed upon by University and County in the future, such as landscaping and lighting improvements to the roadway medians outside the project area of El Colegio Phases 1 and 2 along El Colegio, Storke, and/or Los Carneros Roads to be consistent with Phases 1 and 2 median landscaping and lighting design. All such complimentary projects shall be identified and approved by University and County, and programmed and completed prior to December 31, 2015. Any remainder savings after that date shall be retained by the University.

5. County Reimbursement to University for Additional Phase 1 Improvements. In recognition of the cost saving realized to the Phase 2 Project resulting from the University's undertaking the design and construction of the Additional Phase 1 Improvements, the County shall pay \$41,000 to the University not later than 30 (thirty) days after the execution of this Agreement.

6. Offsets to University's Mitigation Obligations. The amount described in Sections 1, 2 and 4 of this Agreement (\$1,364,036 plus up to \$273,581.45, but excluding any remainder savings retained by the University after 2015) shall be offset by the County against, and deducted from the amount otherwise owing as a result of, impacts caused by the implementation of the University's proposed 2025 LRDP in Isla Vista. The \$347,000 advance contribution by the University from the LRDP Escrow Account provided in April 2008 to fund Phase 2 Project design fees shall not be similarly offset. There is a remaining balance of \$105,561.34 in the LRDP Escrow Account. The Parties have not yet determined how this remaining balance shall be used, but agree that this remaining balance, when committed, shall not be applied as an offset to the impacts of the University's proposed 2025 LRDP and any related mitigation funding requirements identified in the Draft EIR. As set forth in Section 2.3.6 of the 1990 Mitigation Implementation Agreement, "excess" interest in the LRDP Escrow Account which has accrued after July 14, 2006 belongs to the University and may be withdrawn from the LRDP Escrow Account by the University at any time.

7. County to Reimburse Any Phase-2 North Cost Savings to University. Following completion of the Phase 2 Project, the County shall provide to the University an accounting of all Phase 2 Project costs. If allocated cost of the Phase 2-North Work is less than the amount described in Section 1 of this Agreement (\$1,364,036), then County shall remit to the University the difference between the actual allocated cost and the amount described in Section 1 of this Agreement not later than sixty (60) days after the date of the County's acceptance of the Phase 2 Project from the contractor. The offset by the County against impacts caused by the implementation of the University's proposed 2025 LRDP described in section 6 will be reduced by the difference remitted by the County to the University. Any amount received by the University pursuant to this Section shall be maintained in the Administrative Services Division-Vice Chancellor's Office Account of the Santa Barbara Campus of the University and shall be used only to fund future transportation or other improvements within the County that are necessary to offset any future mitigation funding requirements identified in the University's proposed 2025 LRDP EIR. After such funds are used for such improvements, an equivalent offset shall be applied by the County against impacts caused by the implementation of the University's proposed 2025 LRDP. Interest on such funds may be used at the discretion of the University.

8. Coordination of Phase 2 Construction. The County shall coordinate its construction traffic control plan with the University's academic schedule, shall pre-schedule any necessary temporary detours in cooperation with the University's Building Official, and shall provide for ingress to an egress from University Housing at all times in a manner compliant with applicable fire and life safety regulations and requirements.

9. Cooperation Regarding Santa Ynez Apartments. The County will cooperate with the University with regard to the approval, permitting, design, and construction of a Secondary Driveway Entrance to Santa Ynez Apartments (right-turn in, right-turn out only) on Los Carneros Road, as depicted in Exhibit C.

10. El Colegio Road Operations Costs. The University shall maintain the Phase 1 Project and the Phase 2 Project median landscaping, including payment of irrigation water until December 31, 2025, which date may be extended by mutual agreement of the Parties. Consistent with the ownership of El Colegio Road, the County shall maintain the Phase 1 Project and Phase 2 Project road surfacing, striping, and maintenance, all street lighting (Lighting Improvement District #31), all intersection traffic control lights and signage, all storm drain filter maintenance, and any and all other road maintenance and operation expenses. The Goleta Water District (GWD) will require a new meter and connection charge for the Phase 2 Project (to be paid for by the County and part of the Phase 2 Project). GWD/Regional Water Quality Control Board will not allow the extension of a reclaimed line from the existing Phase 1 Project meter, as previously planned.

11. Other Agreements. All agreement between the County and the University, including without limitation the Phase 1 Agreement, remain in full force and effect, excepting only provisions of such agreements that are specifically and expressly modified by this Agreement.

12. Incorporation by Reference. All exhibits referenced in this Agreement are attached to this Agreement, are parts of this Agreement, and are fully incorporated into this Agreement by this reference.

13. Effective Date. This Agreement shall become effective upon the date of signing of this Agreement by the second of the two Parties, or if both sign upon the same date, upon that date, as reflected in the signature blocks below.

14. Invalidity of Provision. If any part, term, clause, provision, obligation, sentence, or Section of this Agreement is determined, found or ruled to be unconstitutional, illegal, invalid, contrary to law or unenforceable, such unconstitutionality, illegality, invalidity, defect or unenforceability shall affect only such part, term, clause, provision, obligation, sentence, or Section, and shall not invalidate any other part, term, clause, provision, obligation, sentence, or Section, which shall remain binding upon the Parties in full force, validity and effect.

15. Counterparts. This Agreement may be executed in any number counterparts, each of which shall constitute a signed original for all purposes. Execution of this Agreement may be evidence by signature transmitted to the other party via electronic facsimile.

16. Binding and Integrated Agreement. The Parties intend that this Agreement, and each and every provision hereof, be binding and enforceable as to each Party in accordance with all of the terms and conditions herein. This Agreement and its exhibits constitute the entire agreement between the Parties with regard to the matters set forth in this Agreement. This is a fully integrated Agreement. This Agreement and supersedes all previous drafts of this Agreement and any and all prior written and oral Agreements with respect to the subject matter of this Agreement.

17. Authority to Enter Into Agreement. Each Party to this agreement represents and warrants that it is authorized and has the capacity to enter into this Agreement, and that each signatory to this Agreement signing upon its behalf is authorized to and has the capacity to sign this Agreement.

18. Amendments Must Be in Writing. The Parties may amend this Agreement, but only by a writing executed by authorized representatives of both Parties. Any purported oral modification of this Agreement is invalid.

19. Notices. Notices required to be given by this Agreement shall be delivered by first class mail and/or personal delivery to the following persons at the following addresses:

TO THE UNIVERSITY:

Marc Fisher
Senior Associate Vice Chancellor
UCSB Administrative Services Division
Mail Code 2033
Santa Barbara, CA 93106-2033

TO THE COUNTY:

Michael F. Brown
County Executive Officer
105 E. Anapamu Street, #406
Santa Barbara, CA 93101

Either party may change the name or address of the person to receive notice under the terms of this Agreement by written communication to the other Party.

20. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

21. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties, nor is anything in this Agreement intended to relieve or discharge any obligation of any person or entity not a Party to this Agreement to either Party, nor to give any person or entity that is not a party to this Agreement any right of subrogation or action over or against any party to this Agreement.

22. No Assignment. Neither Party may assign any of its rights or obligations under the terms of this Agreement to another person or entity without the express written consent of the other Party.

23. Headings. The headings of the Sections to this Agreement are for reference only and are not intended to limit or expand the obligations set forth in each Section of this Agreement.

24. Time of the Essence. Time is of the essence in the performance of this Agreement.

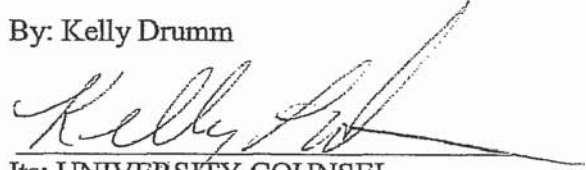
25. Default. The failure of either Party to timely satisfy any of its obligations under the terms of this Agreement shall constitute a substantial breach of this Agreement and a default under this Agreement.

26. Remedies. In the event of a breach and/or a default by either Party to this Agreement with regard to any obligation specified in this Agreement, the other Party shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of such breach or default, the other Party shall, in accordance with applicable law, be entitled to sue for and obtain specific performance, injunctive relief, mandamus, and/or any equitable relief to ensure that the defaulting Party satisfied and complies with its obligations under this Agreement. In the event of breach or default, the non-breaching or non-defaulting party shall have available to it all remedies available under the laws of the state of California, and nothing in this Section limits such remedies.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the later of the dates set forth below:

APPROVED AS TO FORM:

By: Kelly Drumm

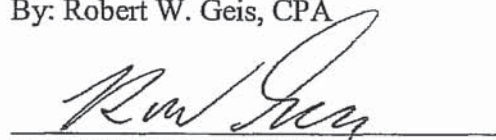

Its: UNIVERSITY COUNSEL

APPROVED AS TO FORM:

By: Dennis Marshall

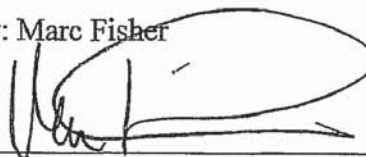

By:  deputy
Its: COUNTY COUNSEL

By: Robert W. Geis, CPA


Its: COUNTY AUDITOR
CONTROLLER

UNIVERSITY OF CALIFORNIA,
SANTA BARBARA

By: Marc Fisher

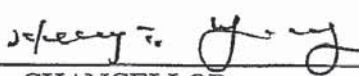


Its: SENIOR ASSOCIATE VICE
CHANCELLOR

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a California public
corporation

By: Henry T. Yang

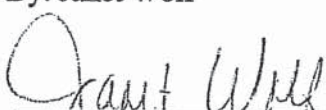
Dated: 5/14/10


Its: CHANCELLOR

THE COUNTY OF SANTA BARBARA:

By: Janet Wolf

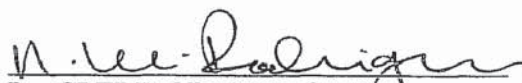
Dated: 5/17/10


Its: CHAIR OF THE BOARD OF
SUPERVISORS

ATTEST:

By: Michael F. Brown

Dated: 5/17/2010


Its: CLERK OF THE BOARD

ATTACHMENT B

