

# 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:** 11/15/05  
**Department Name:** County Executive Office  
**Department No.:** 990  
**Agenda Date:** 12/06/05  
**Placement:** Admin  
**Estimate Time:** NA  
**Continued Item:** No  
**If Yes, date from:**

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**TO:** Redevelopment Agency Board of Directors

**FROM:** Michael F. Brown, Executive Director, Redevelopment Agency  
Bob Geis, Treasurer, Redevelopment Agency

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

**SUBJECT:** Letter Agreement for Anisq'Oyo' Park in Isla Vista.

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## **Recommendation:**

That the Santa Barbara County Redevelopment Agency Board of Directors:

1. Find that the execution of a letter agreement for preparation of a downtown park plan 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 and approve the Notice of Exemption (Attachment 1).
2. Approve and authorize the Chair of the Redevelopment Agency to execute a Letter Agreement (Attachment 2) between the Santa Barbara County Redevelopment Agency (Agency) and the Isla Vista Recreation and Park District (IVRPD) for the preparation of a downtown park plan.

## **Alignment With Board Strategic Plan:**

The recommendation is aligned with our organizational values regarding collaboration and partnering and our strategic goal to provide a high quality of life for all residents. Specifically:

- Goal #4: A Community that is Economically Vital and Sustainable
- Goal #5: A High Quality of Life for All Residents

## **Background:**

In 1990 the Board of Supervisors formed the Isla Vista Redevelopment Project Area. One critical project necessary for redevelopment in downtown Isla Vista is the enhancement of the public parks and open spaces. Three existing parks are located within the Embarcadero Loop in Isla Vista: Anisq'Oyo' Park, People's Park, and Perfect Park. When improved, these parks will serve as an asset to downtown Isla Vista, functioning as a community focal point and center of activity. Enhancements to public spaces/parks in the

downtown area are intended to help catalyze private sector investment in the surrounding areas. If the parks are not improved, they will likely impede private redevelopment in the area.

In Fall of 2005 IVRPD approved the attached Letter Agreement, which establishes a staffing and funding framework for the cooperative development of a comprehensive park plan.. The Agreement commits the Agency to provide staff and up to \$50,000 to assist in the development of the park plan. This \$50,000 contribution will match a grant of \$55,000 for this project, which has already been obtained from the Goleta Valley Land Trust. With the authorization of funds by your Board, funding for this first project phase will be complete.

### **Mandates and Service Levels:**

This agreement is not mandated by State Law or County ordinance but serves as one of several key mechanisms to revitalize downtown Isla Vista as specified in the Isla Vista Redevelopment Plan and the Draft IVMP.

### **Fiscal and Facilities Impacts:**

Should your Board approve the Letter Agreement, the Agency will be committed to allocate up to \$50,000 in FY 05/06 to fund costs associated with tasks identified in the agreement, which will be matched by a Goleta Valley Land Trust grant of \$55,000 for this project.

Other County departments, specifically Parks and Planning and Development, are expected to incur minor additional staffing costs related to this project. It is expected that the total cost to Parks and Planning and Development will total less than \$5,000 for FY 05/06.

The \$50,000 proposed Agency contribution and Agency project staffing costs have been included in the adopted FY 05/06 Agency budget.

### **Special Instructions:**

Direct the Clerk of the Board to post the attached CEQA Notice of Exemption (NOE) and send a stamped NOE and Minute Order and a certified signed copy of the Letter Agreement to Jette Christiansson, CEO Office.

**Attachment 1**

**CEQA Exemption**

## NOTICE OF EXEMPTION

**TO:** Santa Barbara County Clerk of the Board of Supervisors

**FROM:** Jamie Goldstein, Deputy Director, Redevelopment Agency

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

**APN(s) :** 075-163-018, 016 **Case No.:** NA

**Location:** Anisq'Oyo' and Perfect parks in downtown Isla Vista, located on Embarcadaro del Mar and Embarcadaro del Norte roads

*(Include street address and cross street (if urbanized area) or attach specific location map)*

**Project Title:** Letter Agreement for Anisq'Oyo' Park in Isla Vista

**Project Description:** This project is an agreement between the Santa Barbra County Redevelopment Agency and the Isla Vista Recreation and Park District to fund and develop a plan and studies for parks in downtown Isla Vista. The project will benefit both the general public and downtown Isla Vista businesses.

This project involves only the planning and studies related to future development options for the park. The project does not commit the Redevelopment Agency or the Isla Vista Recreation and Park District to any specific future action which would impact the environment. Should the Redevelopment Agency or the Isla Vista Recreation and Park District take a future action to implement all, or a portion of, any plan, such actions will be subject to CEQA.

*(Include nature, purpose, and beneficiaries of project)*

**Name of Public Agency Approving Project:** Santa Barbara County Redevelopment Agency

**Name of Person or Agency Carrying Out Project:** Isla Vista Recreation and Park District

**Exempt Status:** (Check one)

- Ministerial
- Statutory Exemption
- Categorical Exemption
- Emergency Project
- Declared Emergency

**Cite specific CEQA and/or CEQA Guideline Section:** Cal. Code of Regs., Title 14, Section 15262

**Reasons to support exemption findings:** The project involves only planning studies for possible future actions that the Agency has not approved, adopted, or funded

**Lead Agency Contact Person:** Jamie Goldstein **Phone #:** (805) 884-8050

**Department/Division Representative:** Jamie Goldstein **Date:** November 14, 2005

**Acceptance Date:** \_\_\_\_\_

Note: A copy of this form must be posted at P&D 6 days prior to a decision on the project. Upon project approval, this form must be filed with the County Clerk of the Board and posted by the Clerk of the Board for a period of 30 days to begin a 35 day statute of limitations on legal challenges.

Distribution: Hearing Support Staff

Date Filed by County Clerk

**Attachment 2**

**Letter Agreement**

# County of Santa Barbara

**Michael F. Brown**  
County Executive Officer



105 East Anapamu Street, Suite 406  
Santa Barbara, California 93101  
805/568-3400 • Fax 805/568-3414  
<http://www.countyofsb.org>

## Executive Office

December 6, 2005

Bryan Brown, Chairperson  
Isla Vista Recreation and Park District  
961 Embarcadero Del Mar  
Isla Vista, Ca 93117

RE: Anisq'Oyo' Park Improvement Project

Dear Bryan:

This letter agreement sets forth the terms of agreement between the Santa Barbara County Redevelopment Agency and the Isla Vista Recreation and Park District (the "District") regarding the planning of improvements to Anisq'Oyo' Park in downtown Isla Vista.

Anisq'Oyo Park improvements are a high priority to the Agency because:

1. Private redevelopment on the south side of Pardall Road requires improvements to the Park,
2. Improving public spaces in the downtown will help trigger reinvestment in the Isla Vista Redevelopment Project Area.
3. Developing a town center is an important component of the community and Agency's long term goals.

This letter serves as an agreement between the Agency and the District for the funding and development of a park plan. As part of this agreement, the Agency commits to working cooperatively with your District to develop a Park improvement plan. Further, the Agency commits to providing \$50,000 to the District.

The District shall use these funds to pay for a portion of the costs of a qualified firm to prepare the park plan. It is anticipated that a \$55,000 grant request to the Goleta Valley Land Trust will be successful, providing the remaining project funds. If that grant request is not successful, the District shall attempt to use the RDA contribution of \$50,000 as matching funds for future grant requests.

The Agency and District will cooperatively develop the long-term park plan to meet the following goals:

- Improve physical and visual access to the Park and thereby help establish the park as a town center,
- Relocate the amphitheatre to develop physical connections between the Park and Pardall Road,
- Create a multi-use path at the northern part of the Park,
- Appropriately blend active and passive activities in the Park,
- Enhance environmentally sensitive habitat areas,

*James T. Laponis*  
Deputy County Executive Officer  
[jlaponis@co.santa-barbara.ca.us](mailto:jlaponis@co.santa-barbara.ca.us)

*Ron Cortez*  
Deputy County Executive Officer  
[rcortez@co.santa-barbara.ca.us](mailto:rcortez@co.santa-barbara.ca.us)

*Terri Maus-Nisich*  
Assistant County Executive Officer  
[tmaus@co.santa-barbara.ca.us](mailto:tmaus@co.santa-barbara.ca.us)

*Ken Masuda*  
Director of Budget and Research  
[masuda@co.santa-barbara.ca.us](mailto:masuda@co.santa-barbara.ca.us)

- Enhance the relationship of the Park to local businesses and research opportunities to relocate existing commercial and institutional uses located inside the Embarcadero Loop to other appropriate locations,
- Develop improved storm-water management options.

The standard Agency contract provisions attached as Exhibit A are hereby made part of this Letter Agreement. Upon your District Board's execution of this Letter Agreement it will be binding upon the Agency and the District.

It is hoped that once a Park improvement plan is developed, other project partners, such as the University of California, Santa Barbara, can be encouraged to assist with the implementation of this important project. If you have any questions, please feel free to contact Jamie Goldstein, Deputy Director of the Redevelopment Agency, at (805) 884-8050.

Sincerely,

Susan Rose, Chair  
Santa Barbara County Redevelopment Agency

ATTEST:

MICHAEL F. BROWN  
EXECUTIVE DIRECTOR

DEREK JOHNSON  
IVRPD GENERAL MANAGER

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

By: \_\_\_\_\_  
IVRPD TaxID Number: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
AGENCY 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 - STANDARD PROVISIONS**

1. **INDEPENDENT IVRPD.** The Isla Vista Recreation and Park District (DISTRICT) shall perform all of its services under this Letter Agreement as an independent agency and is in no respects an agent or employee of Santa Barbara County Redevelopment Agency (AGENCY) or of the County of Santa Barbara (COUNTY). The DISTRICT may contract out all or some of the services to be provided with the prior written approval of AGENCY's representative.

2. **STANDARD OF PERFORMANCE.** The DISTRICT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, the DISTRICT 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.

3. **CONFLICT OF INTEREST.** The DISTRICT covenants that it 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. The DISTRICT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the DISTRICT.

The term "organizational conflict of interest" means that a relationship exists whereby the DISTRICT 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.

The DISTRICT agrees that if an organizational conflict of interest is discovered with respect to this Agreement, the DISTRICT shall make an immediate and full disclosure in writing to AGENCY which shall include a description of the action which the DISTRICT has taken or proposes to take to avoid, eliminate or neutralize the conflict. AGENCY may, however, terminate this Agreement if it could be in the best interests of the AGENCY.

4. **OWNERSHIP OF DOCUMENTS.** The DISTRICT 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, the DISTRICT 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.

5. **INDEMNIFICATION AND INSURANCE.** As an essential part of the consideration for this Agreement, the DISTRICT agrees to abide by and be subject to all of the provisions set forth in Exhibit B including but not limited to those provisions concerning indemnity and insurance.

6. **NONDISCRIMINATION.** AGENCY hereby notifies the DISTRICT 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 the DISTRICT agrees to comply with said ordinance.

7. **NONEXCLUSIVE AGREEMENT.** The DISTRICT 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 the DISTRICT as the AGENCY desires.

8. **ASSIGNMENT.** Except as set forth in Section 1 above, the DISTRICT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the 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 the AGENCY. The AGENCY hereby agrees that the DISTRICT may subcontract with a consultant chosen by the DISTRICT to develop and prepare the Anisq'Oyo' Park improvement plan.

9. **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 provided by AGENCY shall be returned to the AGENCY and copies of all work completed shall be given to AGENCY.

10. **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.

11. **NO WAIVER OF DEFAULT.** No delay or omission of either party 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.

12. **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.

13. **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.

14. **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 applicable to the services provided under this Agreement.

15. **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.

16. **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.

17. **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.

18. **DISBURSEMENT OF FUNDS.** The District shall be paid for services to be rendered under this contract a total contract amount, including cost reimbursements, not to exceed \$50,000. DISTRICT shall present to AGENCY for its review and approval the proposed scope of work for the Anisq'Oyo' Park improvement plan. Upon written approval by the Deputy Director of AGENCY of the proposed scope of work, the Agency shall disburse funds to the District (for the payment of the third party consultant) in the amounts invoiced to Agency. In no event shall the total amount invoiced to Agency exceed \$50,000. The Agency shall pay the invoice(s) within 30 days of receipt.

**Exhibit B**  
**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**for contracts NOT requiring professional liability insurance between**  
**the Santa Barbara County Redevelopment Agency and the Isla Vista Recreation and Park District**

**INDEMNIFICATION BY DISTRICT**

DISTRICT shall indemnify, defend and hold COUNTY and AGENCY, and their respective agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, 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 which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of DISTRICT, and DISTRICT's officers, agents and employees.

**INDEMNIFICATION BY COUNTY AND AGENCY**

COUNTY and AGENCY shall indemnify, defend and hold DISTRICT, and DISTRICT's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, 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 which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, AGENCY, and their respective officers, agents and employees.

**INSURANCE**

Without limiting the DISTRICT's indemnification of the COUNTY and AGENCY, the DISTRICT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. Coverage with the California Association of Park and Recreation Districts Insuring Authority (CAPRI), a joint powers insuring authority is approved. All other insurers require the prior approval of the COUNTY. Failure to comply with the insurance requirements shall place DISTRICT in default. Upon request by the COUNTY or AGENCY, DISTRICT shall provide a certified copy of any insurance policy to the COUNTY and within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all DISTRICT's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event DISTRICT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if DISTRICT has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and DISTRICT submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of DISTRICT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the DISTRICT in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY, AGENCY, and DISTRICT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of DISTRICT pursuant to

DISTRICT's activities hereunder. DISTRICT shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, AGENCY, and their respective officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY or AGENCY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the DISTRICT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

DISTRICT shall submit to the office of the designated COUNTY and representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY and AGENCY, or acceptance of the certificate of insurance by COUNTY and AGENCY shall not relieve or decrease the extent to which the DISTRICT may be held responsible for payment of damages resulting from DISTRICT'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S and AGENCY's rights to insurance coverage hereunder.

In the event the DISTRICT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the DISTRICT'S expense, provide compliant coverage. The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. DISTRICT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.