

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: 1/9/03
Department Name: Planning & Development
Department No.: 053
Agenda Date: 1/28/03
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Redevelopment Agency Board of Directors

FROM: Dianne Meester, Interim Director
Planning and Development

STAFF CONTACT: Dave Ward, Supervising Planner
Jamie Goldstein, Project Manager (x8050)

SUBJECT: Contract authorization for Isla Vista Community Center Feasibility Study Funding Contribution

Recommendation(s):

That the County of Santa Barbara Redevelopment Agency Board of Directors authorize the Chair to execute an agreement for The Community Center Feasibility Study Contribution (attached) with Isla Vista Parks and Recreation District for \$4,500 towards the preparation of an Isla Vista Community Center Feasibility Study.

Alignment with Board Strategic Plan:

Approval of a contract to contribute towards the completion of an Isla Vista Community Center Feasibility Study is consistent with our organizational values regarding collaboration and 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:

The Isla Vista community has had an interest in creating a community center since the late 1970's. A quasi-community center existed in Isla Vista from 1987-1992. The building the community center was housed in was inadequate because it was too small (950 square feet) and structurally unsound. The facility was ultimately closed and demolished. In 1990, the Santa Barbara County Redevelopment Agency (RDA) identified a new community center as a redevelopment project in response to the community's desire for such a facility. The Isla Vista Recreation and Park District (IVRPD) Board is also interested in establishing a new community center. The IVRPD Board is currently seeking to locate a community center on IVRPD property on El Estero Road. Since 1998 IVRPD has held many community meetings regarding the potential for an Isla Vista Community Center with the

assistance of The Sustainability Project, a non-profit organization whose mission is to inspire change in the built environment to improve the quality of life in harmony with nature. The Sustainability Project forms partnerships with citizens, educational institutions, businesses, non-profit organizations, and state and local governments to address issues and collectively meet challenges and solve problems.

A Community Center Task Force has recently been formed to oversee the development of a feasibility study that will look at needed programming and funding sources and to recommend a community center design. The proposed location for the community center is also being reviewed in the IV Master Plan as part of the current Isla Vista Master Plan process. The feasibility study is the first step towards the creation of a community center. Opticos Design, the Isla Vista Master Plan consultants, will complete the community center feasibility study including the following work:

- Problem description.
- Identify success factors.
- Describe current situation.
- Solution & site analysis.
- Implementation schedule.
- Financing and fundraising plan.
- Management approval.
- Supporting documentation

The total cost to prepare the feasibility study is \$61,610. Contributions to the feasibility study are:

Source	Amount
IVRPD	\$19,000
Orfalea Foundation	\$11,610
IV Community Relations Commission	\$6,500
UCSB	\$20,000
Santa Barbara County RDA (pending)	\$4,500
Total	\$61,610

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 in Isla Vista 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 on the public improvements list in the Redevelopment Plan (attached). Staff brought this item to the Isla Vista Project Area Committee/General Plan Advisory as an informational item on January 8th, 2003.

There are no anticipated changes in County services.

Consistency with the Planning and Development Department Comprehensive Planning Division Five-Year Work Program:

The Isla Vista master plan project is included in Comprehensive Planning's Five-Year Work Program. The Isla Vista community center feasibility study will complement the Isla Vista Master Plan process and clarify options for Isla Vista's revitalization

Fiscal and Facilities Impacts:

A recent budget revision was submitted to augment the IVRDA budget by \$150,000 for various contracts. This proposed \$4500 contract to contribute towards an Isla Vista Community Center Feasibility Study was included in that budget revision. In the 2002-03 operating budget book, page D-262, the Redevelopment Agency expenditures and revenues will be increased by \$150,000.

Special Instructions:

Clerk of the Board to forward a copy of the minute order to Planning and Development; Attn: Heather Baker.

Concurrence:

N/A

COMMUNITY CENTER FEASIBILITY STUDY CONTRIBUTION

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

RECITALS

WHEREAS, the Isla Vista Community lacks a community center in which members of the Isla Vista Community could meet and engage in community activities; and

WHEREAS, the development of a feasibility study for a community center for Isla Vista constitutes planning and development activities under Health and Safety Code Section 33020; and

WHEREAS, a feasibility study for a community center in Isla Vista would primarily benefit the Isla Vista community because of the Isla Vista community's access to it.

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

1. **DESIGNATED REPRESENTATIVES.** 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 parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To AGENCY: Planning and Development
Attn: Jamie Goldstein
123 E Anapamu St.
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 only 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, 2005 unless otherwise agreed to by AGENCY in writing.

5. **FUNDING FOR IVRPD.** In consideration of . Agency shall pay and IVRPD agrees to accept funding in the total amount of Four Thousand Five Hundred Dollars (\$4,500) for the services set forth in Exhibit A.

6. **INDEPENDENT IVRPD.** IVRPD shall perform all of its services under this Agreement as an independent agency.

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 which IVRPD may need to perform 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. At AGENCY's request, IVRPD shall release any materials under this section for AGENCY review.

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.** IVRPD agrees to defend, indemnify and save harmless the AGENCY in relation to any claim or action arising out of this Agreement and to procure and maintain insurance in accordance with the provisions of Exhibit B attached hereto and incorporated herein by reference.

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.** 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 of Independent IVRPD 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.

[Signatures not Shown]

EXHIBIT A

SCOPE OF FUNDING

A. AGENCY agrees to fund IVRPD to cover costs of the Isla Vista Community Center feasibility study as follows:

- | | |
|-----------------------------------|--------|
| 1. Staff Support | \$1500 |
| 2. Printing Costs | \$1800 |
| 3. Consultant and Travel Per Diem | \$1200 |
| Total: \$4500 | |

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.

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Under Recommendations include whether or not the vendor is local and if not local, why. See memo 5/11/99.

Exhibit B

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS FOR CONTRACTS NOT REQUIRING PROFESSIONAL LIABILITY INSURANCE BETWEEN THE COUNTY OF SANTA BARBARA, THE COUNTY OF SANTA BARBARA REDEVELOPMENT AGENCY, AND THE ISLA VISTA RECREATION AND PARK DISTRICT

INDEMNIFICATION BY IVRPD

IVRPD shall indemnify, defend and hold COUNTY, AGENCY, and COUNTY's and AGENCY'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 IVRPD, and IVRPD's officers, agents and employees.

INDEMNIFICATION BY COUNTY

COUNTY and AGENCY shall indemnify, defend and hold IVRPD, and IVRPD'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 of 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 COUNTY's and AGENCY'S officers, agents and employees.

INSURANCE

Without limiting the IVRPD's indemnification of the COUNTY and AGENCY, IVRPD 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 IVRPD in default. Upon request by the COUNTY and AGENCY, IVRPD shall provide a certified copy of any insurance policy to the COUNTY and AGENCY within ten (10) working days.

2. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all IVRPD '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 and AGENCY. In the event IVRPD 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 IVRPD has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and IVRPD submits a written statement to the COUNTY stating that fact.

3. 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 IVRPD and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the IVRPD in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY, AGENCY and IVRPD. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of IVRPD pursuant to IVRPD 's activities hereunder. IVRPD 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 COUNTY's and AGENCY'S 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 and AGENCY.

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 and 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 IVRPD 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 and AGENCY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

IVRPD shall submit to the office of the designated COUNTY and AGENCY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY and AGENCY 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 IVRPD may be held responsible for payment of damages resulting from IVRPD'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 IVRPD is not able to comply with the COUNTY'S and AGENCY'S insurance requirements, COUNTY and AGENCY may, at their sole discretion and at the IVRPD'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. VRPD agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.