

Project: Isla Vista Community Center Use
Agreement with IVCS
APN: 075-163-017
Folio: 003192
Agent: MP

**OPERATION AND USE AGREEMENT FOR THE ISLA VISTA
COMMUNITY CENTER**
County Code 12A-10.1

THIS OPERATING AND USE AGREEMENT (hereinafter "Agreement) is entered into by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

ISLA VISTA COMMUNITY SERVICES DISTRICT, a California Special District, organized under Government Code section 61250, hereinafter referred to as "DISTRICT";

with reference to the following:

WHEREAS, COUNTY is the fee owner of a parcel of improved land, in the Isla Vista area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Number 075-163-017, located at 976 Embarcadero Del Mar, Isla Vista, California; improved with an approximately 3,800 square foot single-story building and identified as the diagonally-slashed area of Exhibit "A", attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, COUNTY intends to provide the Property, excluding parking spaces on the North side of the Property, to DISTRICT at no charge for DISTRICT'S use of the Property to operate a community center for the benefit of the community; and

WHEREAS, the COUNTY General Services Director has determined that said provision of Property to DISTRICT is in the public interest and that the interest in land conveyed by this Agreement will not substantially conflict nor interfere with the use of the Property by the COUNTY; and

WHEREAS, County currently is in the process of completing renovations to the Property, after which, County wishes to contract for the use and programming of the Property to benefit the community of Isla Vista; and

WHEREAS, District is specifically empowered to acquire, constructive, improve, maintain, and operate community facilities, and enter into agreements with other public agencies regarding the same, as specified in Government Code section 61250; a

WHEREAS, COUNTY hereby conveys to DISTRICT that portion of the Property and Premises identified as the outlined area of Exhibit “B”, attached hereto and incorporated herein by reference (hereinafter “Premises”), for a period of two (2) years, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the Premises, and the covenants and conditions contained herein, COUNTY and DISTRICT hereby agree as follows:

1. **COUNTY ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the General Services Department, or their designee.

2. **LOCATION**: COUNTY owns that certain real property and building located at 976 Embarcadero Del Mar, Isla Vista, California, 93117, commonly known as the Isla Vista Community Center, identified as Assessor Parcel Number 075-163-017 (hereinafter “Property”) shown as the diagonally slashed area on Exhibit “A”.

3. **PROPERTY AND PREMISES**: COUNTY hereby rents to DISTRICT and DISTRICT hereby takes from COUNTY the portion of Property inclusive of the surrounding yard and landscaped area, but not to include the twelve (12) parking spaces on the northern side of the Premises, and the approximately 3,800 square foot free-standing building (hereinafter “Premises”) as outlined on Exhibit “B”.

4. **PARKING**: DISTRICT shall have authority over the allocation of parking in the southern portion of the parking lot within Property boundaries. During DISTRICT events, if the entire parking lot spanning both the COUNTY and adjoining Isla Vista Recreation and Parks District (IVRPD), or its successors or assigns, parcels are needed, DISTRICT may coordinate with IVRPD to facilitate use of the entire parking lot.

5. **TERM**: The term of this Agreement shall commence on the date of COUNTY’S execution of this Agreement (hereinafter “Commencement Date”), and shall terminate August 31, 2021, subject to such provisions for termination as contained herein. The Agreement may be extended on an annual basis by written mutual consent, subject to DISTRICT’S written request to be delivered to COUNTY no less than NINETY (90) DAYS in advance of the termination date. COUNTY shall deliver to DISTRICT a written approval or denial of any extension request not less than sixty (60) days in advance of the termination date. The Agreement can be extended for THREE (3) single-year periods.

6. **PURPOSE AND USE**: District is granted an exclusive right to operate and use the Property and Premises as a community facility, with program activities for community members consistent with the District’s powers and authority provided by law, except as otherwise limited by this Agreement. County shall not interference with nor attempt to exercise control over District’s use and programming of the Property, except as authorized by law.

7. **SERVICES AS CONSIDERATION FOR RENT:** The COUNTY agrees that the reasonable cost and consideration of entering into this Agreement is equal to the reasonable cost borne by DISTRICT in carrying out programming and use of the Property as a community facility, and that payment is made by DISTRICT to COUNTY by carrying out and implementing such programming and uses. No additional cash payment is contemplated or required by this Agreement.

8. **ASSIGNMENT/SUBLETTING:** DISTRICT shall not assign this Agreement or any interest therein, and DISTRICT shall not sublet the Premises or any portion thereof. Any attempt to assign and/or sublet shall be void and without legal effect. Should DISTRICT attempt to assign or sublet a portion of the Premises, COUNTY may terminate this Agreement at COUNTY'S option without liability therefore.

9. **TAXES / UTILITIES:** District shall be responsible for all taxes, if any, attendant to its activities in carrying out its obligations and responsibilities set forth in this Agreement. County shall have the sole responsibility for all real property taxes and assessments imposed or levied upon the Property. All utility costs at the Property shall remain the sole responsibility of the County, the value of which is included in the consideration and cost of this Agreement. Utilities include water, trash, electricity, sewage, and natural gas, but not Internet and data connectivity services

10. **CONDITION OF PREMISES/TENANT IMPROVEMENTS:** DISTRICT hereby accepts, by way of executing this Agreement, the Premises in its existing condition. DISTRICT shall not conduct tenant improvements within or upon the Property or Premises without the prior written consent of COUNTY'S Director of the General Services Department or designee. Any improvements shall be performed at DISTRICT'S sole cost and expense and DISTRICT shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Agreement, all such improvements shall remain or be removed by DISTRICT at COUNTY'S option. In the event of removal, DISTRICT shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

11. **COUNTY PROPERTY/APPLIANCES/FIXTURES:** COUNTY shall provide DISTRICT with a key to the Premises upon County's execution of this Agreement. Replacement of lost or stolen keys and costs to re-key doors when necessary shall be the responsibility of DISTRICT. Upon expiration or termination of this Agreement, DISTRICT shall be responsible for returning all keys to the General Services Department Facilities Manager.

Upon expiration or termination of this Agreement, DISTRICT shall be accountable for possession of all of the COUNTY'S fixtures and property, excluding appliances, which shall remain on the Premises. DISTRICT shall be responsible for the cost to repair or replace any of COUNTY'S fixtures and property and for the removal from the Premises of COUNTY'S appliances. Should DISTRICT elect to remove and or replace an existing COUNTY appliance, said replacement appliance shall become the property of the DISTRICT.

12. MAINTENANCE AND REPAIR:

a. COUNTY'S Responsibilities: COUNTY shall, at its sole cost and expense, keep and maintain in good condition and repair the Property and the basic structure of the Premises, including but not limited to its foundation, floors, roof partitions, exterior walls, plumbing, heating, electrical, and water systems, which supply the Premises or are within the walls. COUNTY shall provide only such additional maintenance as is deemed necessary by COUNTY. SEE EXHIBIT "C".

b. DISTRICT'S Responsibilities: DISTRICT agrees to perform all Minor Maintenance (as defined herein) and repairs of the Premises. "Minor Maintenance" for the purpose of this Agreement shall be defined as material and labor which can be contracted or self-completed for FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) or less and shall include items such as: painting, minor toilet and sink plumbing, and light bulb changing. District shall be fully responsible for maintenance of any appliances supplied by COUNTY. SEE EXHIBIT "C".

DISTRICT shall be responsible for any damage(s) to the Premises by DISTRICT, its family, guests, invitees, etc., whether damage(s) was caused intentionally or by accident.

DISTRICT, upon termination of tenancy for any reason, shall immediately deliver the Premises to COUNTY in good order and condition, acts of God and ordinary wear and tear excepted.

13. ENVIRONMENTAL PROTECTION: From the time of taking possession of the Property and Premises, DISTRICT shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises attributable to DISTRICT'S acts or omissions, DISTRICT shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. DISTRICT shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of DISTRICT'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises attributable to COUNTY'S acts or omission, including prior to the term of this Agreement, COUNTY shall clean all property affected to the satisfaction of DISTRICT and any governmental body having jurisdiction therefore. COUNTY shall indemnify, hold harmless, and defend DISTRICT from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by DISTRICT as a result of COUNTY'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution regardless of whether such liability, cost, or expense arises before, during, or after the term of this Agreement.

14. TOXICS: DISTRICT shall not manufacture or generate hazardous waste on the Premises unless specifically authorized by this Agreement. DISTRICT shall be fully responsible for any

hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported in the Premises during this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. DISTRICT shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

15. **ENTRY BY COUNTY:** COUNTY may enter upon the Premises at prescheduled times, to be agreed upon by DISTRICT, to examine the condition thereof, provide maintenance, post notices, and make such repairs as COUNTY may deem necessary.

16. **AMENDMENTS:** This Agreement represents the entire agreement between DISTRICT and COUNTY with respect to the matters covered herein. No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by all parties hereto; except that the COUNTY General Services Department, or designee, may execute any amendments hereto on behalf of the COUNTY.

17. **NONDISCRIMINATION:** DISTRICT shall comply with County laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement, and, in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore, upon provision of proper notice to DISTRICT.

18. **QUIET ENJOYMENT:** COUNTY covenants that DISTRICT, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Property and Premises. COUNTY further covenants that it will not deliberately interfere or permit others acting subsequently through or under COUNTY, including other tenants of COUNTY, to interfere with DISTRICT'S peaceful possession or use of the Property and Premises.

19. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY: County of Santa Barbara
General Services Department
Support Services Division-Real Property Office
1105 Santa Barbara Street, Second Floor
Santa Barbara, CA 93101
(805)568-3065 / cachdjian@countyofsb.org

And

Scott Hosking, Facilities Manager
Office: (805)568-2533 / shosking@countyofsb.org

Or

Emergency Maintenance Requests, contact:
Monday-Friday 7:30AM-4PM (805)681-4703.
On call after hours and holidays (805)896-2916

DISTRICT: Isla Vista Community Services District
Attn: Jonathan Abboud, General Manager
970 Embarcadero Del Mar, Suite 101
Isla Vista, CA 93117
(310)734-9791 / generalmanager@islavistacs.com

And

District Counsel, Aleshire & Wynder LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
gtrindle@awattorneys.com

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mail, postage prepaid Certified mail, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

20. **INDEMNIFICATION**: DISTRICT shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the DISTRICT or their agents or employees or other independent contractors directly responsible to them; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

DISTRICT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with its performance under this Agreement.

COUNTY shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with its performance under this Agreement.

21. **INSURANCE**: For injuries to persons or damages to property which may arise from or in connection with the DISTRICT's operation and use of the leased Property and Premises, the cost of such insurance shall be borne by the DISTRICT.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 2) **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if DISTRICT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4) **Personal Property** - DISTRICT shall carry Personal Property Insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the premises.
- 5) **Fire Legal Liability:** DISTRICT shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

If the DISTRICT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) **Additional Insured** - The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the COL policy with respect to liability arising out of work or operations performed by or on behalf of the DISTRICT including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the DISTRICT's insurance at (least as broad as ISO Form CG 2010).
- 2) **Primary Coverage** - For any claims related to this Agreement, the DISTRICT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employee, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the DISTRICT's insurance and shall not contribute with it.
- 3) **Notice of Cancellation** - Insurance policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY.
- 4) **Waiver of Subrogation Rights** - DISTRICT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said DISTRICT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. DISTRICT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- 5) **Deductibles and Self-Insured Retention** - Any deductibles or self-insured retentions must be declared to and approved by the COUNTY.
- 6) **Acceptability of Insurers** - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum AM. Best's Insurance Guide rating of "A- VII".
- 7) **Verification of Coverage** - DISTRICT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the DISTRICT's obligation to provide them. The DISTRICT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 8) **Failure to Procure Coverage** - In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- 9) **Special Risks or Circumstances** - COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, upon reasonable notice to DISTRICT.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. DISTRICT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY

22. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** COUNTY and DISTRICT hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or DISTRICT, as the case may be, to their respective property, the Premises and Property, its contents, or to other portions of the Premises and Property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either COUNTY or DISTRICT against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by COUNTY will not be invalidated thereby.

23. **POSSESSORY INTEREST TAXES:** DISTRICT acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that DISTRICT may be subject to the payment of property taxes levied on such interest. DISTRICT covenants and agrees to pay all taxes, including possessory interest tax and assessments, which may be levied upon any of DISTRICT'S interest in the land.

24. **COMPLIANCE WITH THE LAW:** DISTRICT shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, regulations, and ordinances regulating the use of the Premises and Property during the term.

25. **DEFAULT**: Except as otherwise specified herein, should DISTRICT at any time be in default hereunder with respect to any material covenant contained herein, COUNTY shall give written notice to DISTRICT specifying the particulars of the default and DISTRICT shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such written notice, then this Agreement shall terminate at the option of COUNTY unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case DISTRICT shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

26. **REMEDIES**: In the event of a default or breach, subject to the cure provisions contained in Section 25, DEFAULT above, the nondefaulting party may exercise any right or remedy at law or in equity that such non-defaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 26, WAIVER, herein below.

B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where DISTRICT is the nondefaulting party, DISTRICT may terminate this Agreement and surrender possession.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate this Agreement.

27. **WAIVER**: Either party may waive a default or breach in writing, signed and executed by an authorized representative. However, any waiver of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like or any other provision of this Agreement.

28. **TERMINATION**: This Agreement shall terminate and all rights of DISTRICT shall cease and DISTRICT shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, TERM; or

B. Upon COUNTY's finding of discrimination by DISTRICT in violation of Section 17, NONDISCRIMINATION; or

C. Upon the failure of DISTRICT to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 25, DEFAULT; or

D. Upon abandonment of the Property as provided in Section 29, ABANDONMENT OF THE PROPERTY; or

E. Upon the total destruction of the Premises, as provided in Section 32, DESTRUCTION OF THE PREMISES.

29. **ABANDONMENT OF PREMISES**: DISTRICT shall not vacate or abandon the Premises at any time during the term of this Agreement and if DISTRICT shall abandon, vacate, or surrender said Premises, any personal property belonging to DISTRICT and left in the Premises more than thirty (30) days after termination of this Agreement shall be deemed abandoned at the option of the COUNTY.

30. **SURRENDER OF PREMISES/DISPOSITION OF PERSONAL PROPERTY:** Upon termination of this Agreement, DISTRICT shall vacate and surrender the Premises to COUNTY in good clean condition, except for ordinary wear and tear. DISTRICT shall remove all personal property prior to the termination of this Agreement and shall perform all restoration made necessary by the removal of any personal property prior to the termination of this Agreement. COUNTY may, by giving at least thirty (30) days notice to DISTRICT, elect to retain or dispose of in any manner any personal property that DISTRICT does not remove from the Premises upon termination of this Agreement. Title to any such personal property that COUNTY elects to retain or dispose of following expiration of the thirty (30) day period shall vest in COUNTY. DISTRICT waives all claims against COUNTY for any damage to DISTRICT resulting from COUNTY'S retention or disposition of DISTRICT'S personal property. DISTRICT shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any such items.

If DISTRICT fails to surrender the Premises to COUNTY, DISTRICT shall hold COUNTY harmless from damages resulting from DISTRICT'S failure to surrender the Premises, including, without limitation, claims made by a succeeding DISTRICT resulting from such failure to surrender the Premises.

31. **FIXTURES:** The parties agree that all improvements to, or fixtures on the Premises, made or added by either party, except trade fixtures added by DISTRICT that may be removed as herein provided, shall be and become the property of COUNTY upon their being affixed or added to the Premises. At the expiration, or any earlier termination of the term hereof, DISTRICT may remove such trade fixtures, including but not limited to phone and information technology equipment as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.

32. **DESTRUCTION OF THE PREMISES:** If the Premises are totally destroyed by fire or any other cause, this Agreement, at the option of COUNTY, shall terminate.

If a loss renders any portion of the Premises unusable, DISTRICT may choose to remain, or may terminate this Agreement by written notice to COUNTY.

33. **RESERVATIONS:** COUNTY hereby reserves the right for COUNTY or its agents to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon providing notice in writing for making such alterations, repairs, improvements or additions to the Premises as COUNTY may deem necessary. In addition, COUNTY reserves the right to grant such easements, rights and dedications that COUNTY deems necessary, so long as such easements, rights or dedications do not unreasonably interfere with the use of the Property and Premises by DISTRICT. COUNTY has the right to use the facility, by coordinating with DISTRICT and receiving DISTRICT's confirmation of the facility's availability, at no charge for County business.

34. **CAPTIONS:** The title on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

35. **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.

36. **WASTE AND NUISANCE:** DISTRICT shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.

37. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind DISTRICT and COUNTY to its terms and conditions or to carry out duties contemplated herein.

38. **EXECUTION IN 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.

39. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

40. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

41. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

SIGNATURES ON FOLLOWING PAGES

Project: Isla Vista Community Center Use
Agreement with IVCSD
APN: 075-163-017
Folio: 003192
Agent: MP

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as of the last date written below by their respective authorized representative.

COUNTY OF SANTA BARBARA

Janette D. Pell, Director
General Services Department

(Pursuant to Santa Barbara County
Code Section 12A-10.1)

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel

APPROVED:

APPROVED:

By: _____
Carlo Achdjian, Manager
Real Property Division

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

Project: Isla Vista Community Center Use
Agreement with IVCSD
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ISLA VISTA COMMUNITY SERVICES DISTRICT

By: _____
Spencer Brandt
Board President

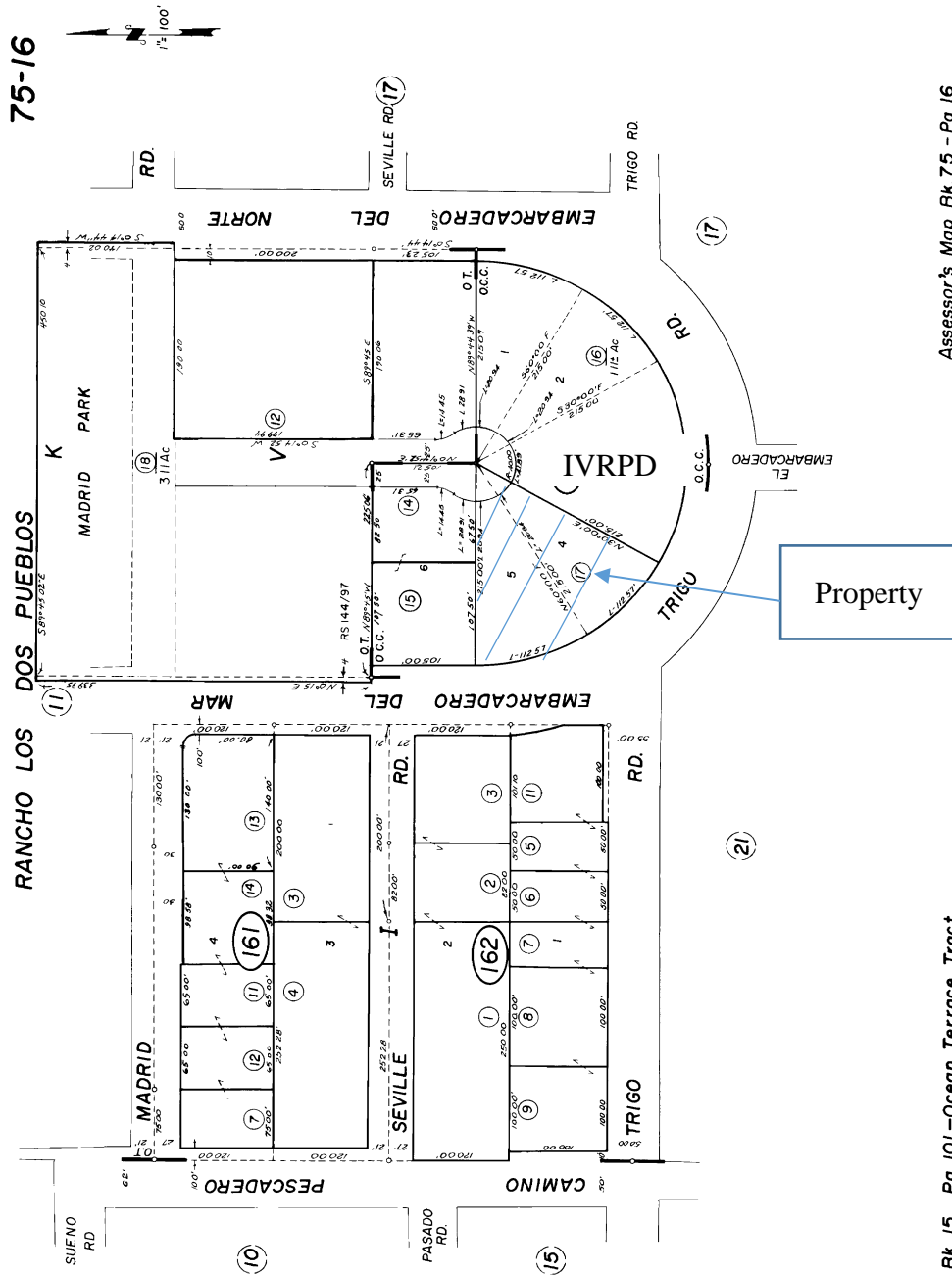
Attest: _____
Jonathan Abboud
General Manager

Approved as to Form:

By: _____
George Ross Trindle, III
District Counsel

EXHIBIT "A"

The Property



Assessor's Map Bk. 75 - Pg. 16
 County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

R.M. Bk. 15, Pg. 101 - Ocean Terrace Tract
 3/5/57 R.M. Bk. 40, Pg. 55 - Orr Commercial Center

EXHIBIT “C”
Maintenance and Repair Responsibilities

| Item # & Item Description | Responsible Party | | |
|--|-------------------|--------------|-------------|
| | Not Applicable | County/Owner | DISTRICT/Te |
| 1. Building Exterior | | | |
| Repair Walls | | X | |
| Painted Surfaces* | | X | |
| Door and Window Trim | | X | |
| Doors, Hardware | | X | |
| Windows: Hardware and Screens | | X | |
| Locks | | X | |
| Roof | | X | |
| Rain Gutters | | X | |
| Flashing | | X | |
| Down Spouts | | X | |
| <u>Lighting</u> | | | |
| Bulbs eight (8) feet high and below | | | X |
| Fixtures | | X | |
| Transformers | | X | |
| Fluorescent Lights eight (8) feet high and below | | | X |
| Ballast | | X | |
| Handrails | | X | |
| Signs (County Designation) | | X | |
| Timers | | X | |
| Gutters | | X | |
| Decking Walkways | | X | |
| Exterior Patios | | X | |
| Decking (Overdecking on rooftop area) | | X | |
| Water Softener, Filter and Conditioner | | | X |
| Stairs | | X | |
| Roof Drains | | X | |
| Gates | | X | |
| Gas/Water Lines | | X | |
| Elect. Lines | | X | |
| Phone/ Computer Lines | | | X |
| Sewer Lines | | X | |

EXHIBIT "C"
Maintenance and Repair Responsibilities

| Item # & Item Description | Responsible Party | | |
|--|-------------------|--------------|--------------|
| | Not Applicable | County/Owner | DISTRICT/Ten |
| 2. Building Interior | | | |
| Repair Walls | | X | |
| Painted Surfaces | | X | |
| Locks | | X | |
| General Cleaning | | | X |
| Floor, Sweeping and Cleaning | | | X |
| Carpet, Vacuum and Cleaning | | | X |
| Window Coverings | | | X |
| Lighting | | | |
| Bulbs eight (8) feet high and below | | | X |
| Fixtures | | X | |
| Transformers | | X | |
| Fluorescent Lights eight (8) feet high and below | | | X |
| Ballast | | X | |
| Handrails (ADA) | | X | |
| Signs | | X | |
| Timers | | X | |
| Drinking Fountains | | X | |
| Ceiling | | X | |
| Showers | X | | |
| Toilet/Urinals (Replacement) | | X | |
| Toilet/Urinals (Maintenance) | | | X |
| Sink & Faucets (Replacement) | | X | |
| Sink & Faucets (Maintenance) | | | X |
| Gas Lines | | X | |
| Water Lines | | X | |
| Sewer Lines/Drains | | X | |
| Phone Lines & Jacks | | | X |
| Computer Lines & Jacks | | | X |
| T.V. Cable & Jacks | | | X |
| Phones | | | X |

EXHIBIT “C”
Maintenance and Repair Responsibilities

| Item # & Item Description | Responsible Party | | |
|---|-------------------|--------------|-----------------|
| | Not Applicable | County/Owner | DISTRICT/Tenant |
| Garbage Disposal | | | X |
| Refrigerator | | | X |
| Stove | | | X |
| Counter Tops, replacement | | | X |
| Cabinets, replacement | | | X |
| Dish Washer | | | X |
| Trash Compactor | X | | |
| Garage Door Opener | | X | |
| 3. Grounds | | | |
| Drinking Fountains | X | | |
| Mail Boxes | | | X |
| Fences | | X | |
| Trash Bins | | | X |
| Trash Enclosures | | X | |
| Bike Racks | | X | |
| Signs (County) | | X | |
| Litter Pick-up | | | X |
| Lighting | | | |
| Parking Lot | | X | |
| Driveways | | X | |
| Walkways | | X | |
| Timers (external) | | X | |
| Timers (internal) | | X | |
| Signs | | X | |
| Cleaning, Sidewalks, Walkways, Parking Lot | | | X |
| 4. Landscaping | | | |
| Trees (tree trimming for any large trees on property) | | X | |
| Shrubs | | | X |
| Flowers | | | X |
| Lawn | X | | |

EXHIBIT “C”
Maintenance and Repair Responsibilities

| Item # & Item Description | Responsible Party | | |
|--|-------------------|--------------|--------------|
| | Not Applicable | County/Owner | DISTRICT/Ten |
| Watering | | | X |
| Sprinkler, Repair and Replace Headers | | | X |
| Rodent/Pest | | | X |
| Seeding | | | X |
| Fertilizer | | | X |
| Plant Trimming | | | X |
| Plant Removal | | | X |
| Plant Replacement | | | X |
| Tree Care & Trimming for large trees on property | | X | |
| | | | |
| | | | |
| 5. Mechanical Systems | | | |
| Electrical Panels, Breaker, Interior | | X | |
| Electrical Fuses, Interior | | | |
| Electrical Receptacle, Switches, Interior | | X | |
| Electrical Central Switches | | X | |
| Elevator | X | | |
| Heating | | X | |
| Air Conditioning | | X | |
| Water Heater | | X | |
| | | | |
| | | | |
| 6. Roadways/Parking Lots Repair & Maintenance | | | |
| Striping | | X | |
| Handicap Signage | | | |
| Asphalt Surface, Curbing | | X | |
| Cement Surface, Curbing | | X | |
| Wheel Stops | | X | |
| Drainage | | X | |
| Signs | | X | |
| | | | |
| | | | |

EXHIBIT "C"
Maintenance and Repair Responsibilities

| Item # & Item Description | Responsible Party | | |
|--|-------------------|--------------|--------------|
| | Not Applicable | County/Owner | DISTRICT/Ten |
| 7. Fire Equipment | | | |
| Sprinklers | | x | |
| Hoses | x | | |
| Extinguishers | | | x |
| Alarm Systems | | | x |
| Smoke Detectors | | | x |
| 8. Other Items | | | |
| Paper supplies, dispensers, waste containers, soap in restrooms and kitchens | | | x |
| Interior janitorial products and services | | | x |
| Interior Floor Waxing, Sweeping | | | x |
| Window Washing (interior & exterior) | | | x |
| Exterior sweeping entry, sidewalks and walkways | | | x |
| Janitorial service for public areas or common use areas | | | x |
| Broken window glass or door glass** | | x | |
| Cleaning Storage Rooms, Utility Rooms | | | x |
| Exterminating prior to transfer of facility to IVCS | | x | |
| Carpet Replacement, Linoleum Replacement, Tile Replacement | | | x |
| Building Foundation | | x | |
| Flooring (wood & concrete) | | | x |
| Utility mains & appurtenances | | x | |