



**ISLA VISTA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS**

Pegeen Soutar *Board Chair* **Austin Riba** *Vice Chair*
Mia Rahman *Director* **Julia Barbosa** *Director*
Ash Valenti *Director* **Kimberly Kiefer** *General Manager*

Special Board Meeting
5:30pm, Monday November 23, 2020
Per Governor Newsom's Executive Order
This Meeting will be by
Video Conference due to the COVID-19 Pandemic
You can go to www.ivparks.org to click on the meeting link on our website
See Below for Details

Meeting ID: 811 6531 6963

Passcode: 136700

Dial by your location:

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

1. CALL TO ORDER

2. ANNOUNCE MEETING IS BEING RECORDED

3. ROLL CALL

4. RECOMMENDED ACTION: ADOPTION OF AGENDA

5. ANNOUNCEMENTS

6. PUBLIC COMMENT: During Public Comment, any member of the public may speak on any item within the Board's jurisdiction for no more than three (3) minutes. The Board will not take action on any non-agenda item except as provided by law.

ACTION ITEM:

7. MOU FOR TEMPORARY EMERGENCY SHELTER: The Board will consider recommendations for the approval a Memorandum of Understanding (MOU) between IVRPD and Santa Barbara County for the establishment and operation of a temporary emergency shelter in Isla Vista.

Brown Act and the Americans with Disabilities Act of 1990, a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. Requests must be made to District Clerk at 968-2017, several days prior to the meeting date, to allow sufficient time for appointment of services. In accordance with §54954.5 of the Ralph M. Brown Act the Board of Director agenda packets for regularly scheduled Board meetings are made available on the District web site, **www.ivparks.org**, 72 hours in advance of each Regular Board meeting and 24 hours in advance for Special Meetings.

Nicholas A. Norman, Interim Board Clerk

Agenda Posted November 21, 2020

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between the

ISLA VISTA RECREATION AND PARKS DISTRICT, a
body corporate and politic, hereinafter referred to as
"DISTRICT."

and

COUNTY OF SANTA BARBARA, a political subdivision
of the State of California (hereinafter "LICENSEE,")

with reference to the following:

WHEREAS, the DISTRICT is the owner of that certain real property known as County Assessor Parcel Number 075-163-016, in Isla Vista an unincorporated community in Santa Barbara County, shown as the cross-hatched area on "Exhibit A" attached hereto and incorporated herein by this reference, (hereinafter "Property");

WHEREAS, LICENSEE wishes to use a portion of the Property, an existing parking lot (hereinafter "Premises") shown as the outlined area on Exhibit "B", attached hereto and incorporated herein by this reference;

WHEREAS, the DISTRICT wishes to grant LICENSEE a temporary license over a portion of the Property for the right to provide and facilitate the establishment and operation of a temporary emergency shelter;

WHEREAS, LICENSEE's permitted uses of the Premises are beneficial to the DISTRICT and the DISTRICT's constituents; and

WHEREAS, DISTRICT and LICENSEE have agreed to enter into a License Agreement for LICENSEE's use of the Premises through June 30, 2021, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions, contained herein, DISTRICT and LICENSEE agree as follows:

In consideration of the mutual promises and covenants set forth herein, DISTRICT hereby grants to LICENSEE a temporary license ("License") for use of the Premises, for the purpose described in this License and on the terms and conditions set forth below. In this License, the DISTRICT and LICENSEE are sometimes individually referred to as a "Party" and together referred to as the "Parties".

Description of Premises Licensed. The Property consists of approximately 1.11-acres situated along Embarcadero Del Mar and Embarcadero Del Norte with the Premises (Parking Lot) located

adjacent to Embarcadero Del Mar as shown on Exhibit “B” attached hereto. The License includes only that portion of the Property described as the Premises.

1. **Commencement Date.** The term of this License shall commence November 30, 2020 (hereinafter the “Commencement Date”), and expire on June 30, 2021, unless extended or sooner terminated as herein provided.

In the event this License has not otherwise been terminated, the Parties may extend this License in writing.

2. **Termination.** From and after the Commencement Date, LICENSEE shall have the right and option to terminate this License, with or without cause, at any time by giving 30 days’ prior written notice of the termination of this License to the DISTRICT. The DISTRICT shall have the right to terminate this License for cause at any time by giving 30 days’ prior written notice of the termination of this License to LICENSEE.
3. **Purpose of License.** The purpose of this License is to allow the LICENSEE to enter, occupy, and use the Premises to provide and facilitate the establishment, maintenance and operation of a temporary emergency shelter and other purposes related thereto, subject to the terms, conditions, and restrictions set forth in this License. This License is personal to LICENSEE and does not grant the LICENSEE any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the LICENSEE represent itself or its operations on the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the DISTRICT or any of their respective programs or operations.

DISTRICT understands that LICENSEE intends to enter into an agreement or agreements with Good Samaritan Shelter to establish, maintain and operate the temporary emergency shelter. Therefore, the above paragraph notwithstanding, DISTRICT hereby consents to and authorizes LICENSEE to grant a sub-license or other similar property rights to Good Samaritan Shelter for the purposes of establishing, maintaining and operating the temporary shelter. DISTRICT approval shall not be required for any such agreement with Good Samaritan Shelter; provided that any such sub-license or other similar property rights granted to Good Samaritan Shelter shall at all times be subject to the terms and conditions of this License.

4. **Consideration.** Consideration for this License is the LICENSEE’s full and timely compliance with the terms, conditions, and restrictions set forth in this License, including without limitation the establishment, maintenance, and operation of a temporary emergency shelter. In consideration of the services to be provided at the Premises, the DISTRICT shall provide the LICENSEE the use of the Premises at no separate monetary cost to the LICENSEE. Notwithstanding the foregoing, LICENSEE shall reimburse DISTRICT for any utility fees or costs incurred by DISTRICT as a result of LICENSEE’s use of the Premises. LICENSEE shall be responsible for all repairs to the Premises that are a result of the LICENSEE use during the term of this Agreement.
5. **Conditions.**

- a. **Compliance.** Any use made of the Premises and work performed thereon by the LICENSEE, including without limitation removal of any article or thing, shall be accomplished in a manner satisfactory to the DISTRICT. LICENSEE's use of the Property and or the Premises may be subject and subordinate to those necessary uses of the DISTRICT. LICENSEE shall ensure its activities of the Property and the Premises do not interfere with the carrying on of the business of the DISTRICT.
- b. **Improvements.** The LICENSEE shall not make any permanent improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property or the Premises of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the DISTRICT, which approval will be given or withheld in the sole discretion of the DISTRICT. LICENSEE shall not make any permanent improvements or alterations to the Premises that are not approved by the DISTRICT in compliance with law and at the LICENSEE's sole cost and expense. Unless otherwise agreed in writing by LICENSEE and the DISTRICT, all permanent improvements or alterations to the Premises that are approved by the DISTRICT and made by the LICENSEE shall be the property of the DISTRICT and shall remain in and a part of the Premises when LICENSEE vacates the Premises. If LICENSEE and the DISTRICT agree that LICENSEE shall or may at any time remove any DISTRICT approved permanent improvements or alterations on the Premises, all costs and expenses associated with the removal of those permanent improvements or alterations will be the sole responsibility of DISTRICT, including but not limited to the cost to repair any damage done to the Premises or the Property in removing those permanent improvements and alterations. Any improvements or alterations to the Premises or the Property that are not approved by the DISTRICT, but that are nevertheless installed by or on behalf of the LICENSEE, shall immediately be removed by the LICENSEE at the LICENSEE's sole expense.
- c. **"AS-IS".** The Premises are licensed to LICENSEE in their "AS-IS" condition and the DISTRICT has no obligation to LICENSEE for maintenance, repair, improvement, or alteration of or to the Premises.
- d. **Laws and Regulations.** In the exercise of any privilege granted by this License, the LICENSEE shall comply with any applicable federal, state, and local laws that may apply to the LICENSEE. The LICENSEE must also comply with all DISTRICT rules and regulations relating to the use of the Premises and the Property that are provided to LICENSEE.
- e. **Security/Access.** The LICENSEE shall at all times comply with all security access and screening requirements in effect on the Premises.
- f. **Insurance and Indemnification.** The LICENSEE and DISTRICT shall, at all times during the period of LICENSEE's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in Exhibit "C", which is attached to and made a part of this License.

- g. **LICENSEE's Personal Property.** The LICENSEE shall be solely responsible for any risk of loss, damage to, or destruction of the LICENSEE's personal property or the personal property of others located within the Premises or otherwise on the Property. DISTRICT shall not be responsible for any damage to or destruction of any personal property of LICENSEE, its employees, invitees or any other person accessing the Premises, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from the LICENSEE's loss of use of the Premises or any such personal property. Any property of the LICENSEE installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the LICENSEE not removed within that time may be removed or disposed of by the DISTRICT at the sole expense of the LICENSEE. DISTRICT shall have no obligation to store any personal property and all such personal property remaining on the Premises after the expiration, termination, or abandonment of this License shall be deemed "abandoned".
- h. **Surrender.** Upon the termination, expiration or abandonment of this License, LICENSEE shall surrender the Premises to the DISTRICT free and clear of all personal property, improvements, materials and debris. At such time, the LICENSEE shall remove all property from the Property, except as otherwise provided in Section 5.b. of this License or as otherwise agreed in writing by the DISTRICT and the LICENSEE.
- i. **Notices.** Any notices required or permitted to be given under the terms of this License must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the DISTRICT: Isla Vista Recreation & Parks District
c/o Kimberly Kiefer
961 Embarcadero Del Mar
Isla Vista CA 93117
Voice: (805) 680-4300
e-mail: kkiefer@ivparks.org

If to the LICENSEE: General Services
105 E. Anapamu Street, Room 108
Santa Barbara CA 93101
Voice: (805) 568-2668
e-mail: eoclogs@countyofsb.org

6. General Provisions.

- a. **No Assignment.** This License is personal to LICENSEE. LICENSEE shall not assign or otherwise transfer this License to any other person or entity, without the prior written consent of the DISTRICT, which consent will be given or withheld by the DISTRICT

in its sole discretion. The provision shall not apply to rights that LICENSEE may grant to Good Samaritan Shelter as described in Section 3 above.

- b. **Anti-Discrimination.** The LICENSEE shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990.
- c. **Governing Law.** This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.
- d. **License Temporary in Nature.** The LICENSEE agrees that the rights herein are of a temporary nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will the LICENSEE have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.
- e. **Relationship of the Parties.** The LICENSEE and the DISTRICT hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between LICENSEE and the DISTRICT. Neither LICENSEE nor the DISTRICT, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.
- f. **Certification of Authority to Execute this License.** The LICENSEE and the DISTRICT each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License.
- g. **No Relocation Assistance.** The LICENSEE acknowledges that upon any termination of this License, LICENSEE is not entitled to any relocation payment or advisory assistance of any type from the DISTRICT.
- h. **Severability.** If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the LICENSEE and the DISTRICT that they would have executed the remaining terms,

provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

IN WITNESS WHEREOF, DISTRICT and LICENSEE have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by DISTRICT.

“LICENSEE”
COUNTY OF SANTA BARBARA,

“DISTRICT”
ISLA VISTA RECREATION
AND PARKS DISTRICT

By: _____
Janette D. Pell, Director
General Services Department

By: _____
Pegeen Soutar, Chair
Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

By: _____
Scott Greenwood
Deputy County Counsel

By: _____
Ray Aromatorio
Risk Manager

APPROVED:

APPROVED

By: _____
George Chapjian, Director
Community Services Department
Development Division

By: _____
Dinah Lockhart, Deputy Director
Housing and Community
Development Division

EXHIBIT "A"

DEPICTION OF PROPERTY



EXHIBIT "B"

DEPICTION OF PREMISES

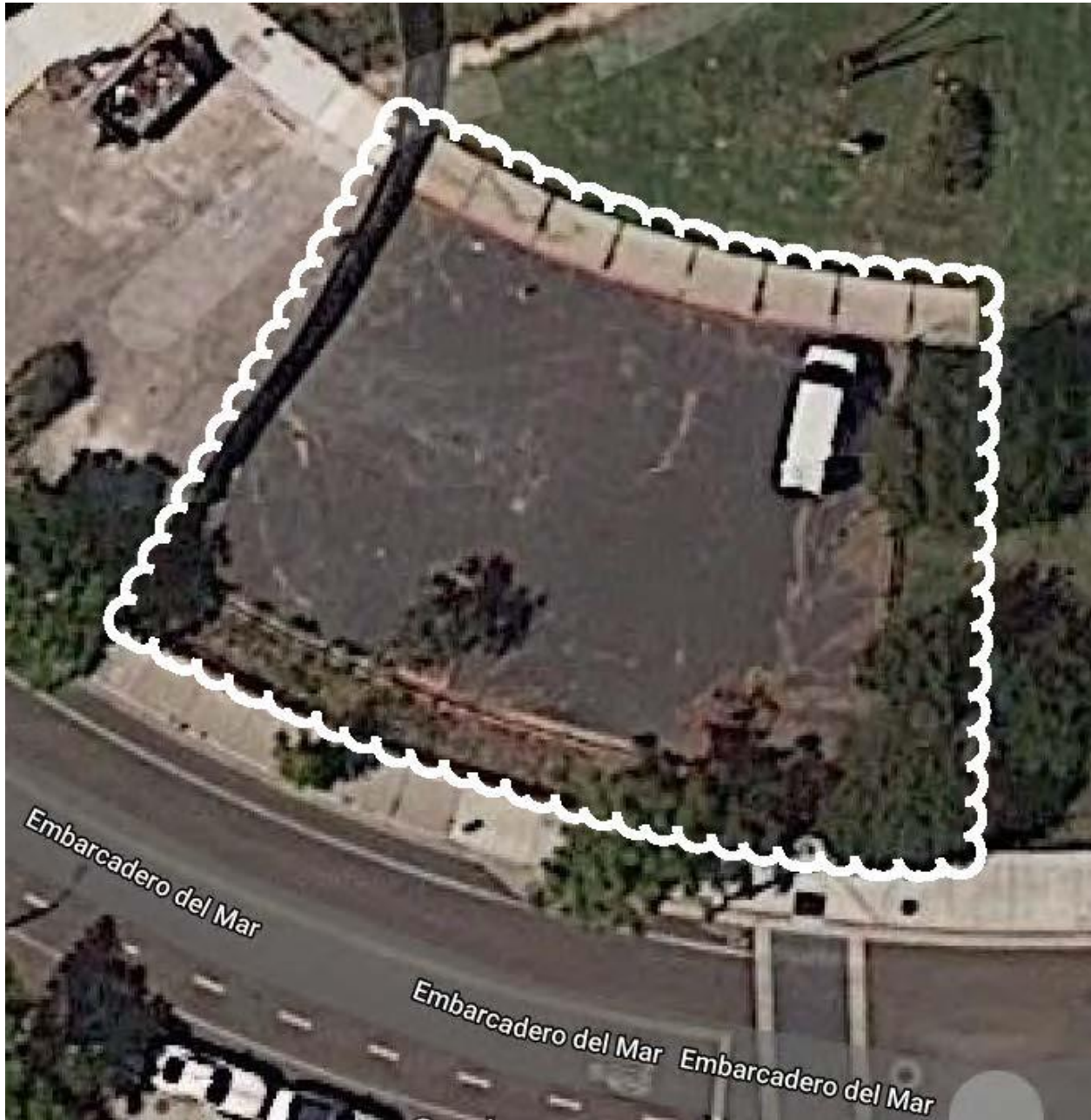


EXHIBIT "C"
Insurance and Indemnification

1. MUTUAL INDEMNIFICATION

A. DISTRICT shall defend, indemnify, and hold LICENSEE, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the active negligence or intentional acts or omissions of DISTRICT, its officers, officials, employees, volunteers, or agents.

B. LICENSEE shall defend, indemnify, and hold DISTRICT, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the active negligence or intentional acts or omissions of LICENSEE, its officers, officials, employees, volunteers, sub-licensees, invitees, guests, or agents.

2. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL). Insurance 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.

B. Automobile Liability. Insurance covering any auto with policy limits no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation. Insurance 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

D. Primary Coverage. For any claims related to this Agreement, the indemnitor's insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee's insurance and shall not contribute with it.