

BOARD OF DIRECTORS
ISLA VISTA RECREATION AND PARK DISTRICT
MEETING AGENDA



ISLA VISTA RECREATION & PARK DISTRICT

Thursday, September 8, 2011
6:00 PM
District Offices
961 Embarcadero Del Mar
Isla Vista, California

Board of Directors

Bruce Murdock
Chairperson

Liz Buda
Vice-Chair

Leif Dreizler
Director

Katie Kasatkina
Director

Roger Lagerquist
Director

General Manager
Jeff Lindgren

District Clerk
Gabriel Bretado

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **ANNOUNCE MEETING BEING RECORDED**
4. **ADOPTION OF AGENDA**
5. **PUBLIC INPUT**
 - A. Announcements
 - B. Public Comments/Vox Populi. During Vox Populi, 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.
6. **APPROVAL OF BOARD MEETING MINUTES**
 - A. August 11, 2011 Regular Meeting *pgs 3-4*
 - B. August 18, 2011 Special Meeting *pgs 5*
7. **BOARD MEMBER AND COMMITTEE REPORTS**
 - A. Representatives
 1. Special Districts Association
 2. Misc. Update on Activities/Meetings Representing the District
 3. Policy and Ordinance Committee Report and discussion of topics
 4. Finance & Budget Committee Report and discussion of topics
 5. District Website Liaison Report and discussion of topics
 - B. Future Agenda Item Suggestions

DISCUSSION & ACTION ITEMS

8. **ADMINISTRATIVE UPDATE** *pgs 6-12*

Recommendation: Receive and File the presented Administrative Report of District staff activity for September 2011.
9. **ANISQ'OYO' PARK LIGHTING REPORT** *pgs 13-17*

Recommendation: Receive and file a report on the progress with maintenance of the Anisq'Oyo' Park lighting; Review options for lighting improvements in Anisq'Oyo' Park and direct staff on improvements & authorize the General Manager to enter into any necessary agreements for purchase or installation of light fixtures at the direction of the Board.
10. **PERFECT IMPLEMENTATION PLAN** *pgs 18-19*

Recommendation: Approve proposed implementation plan and cost estimates and

authorize the General Manager to commence work & authorize the General Manager to enter into any necessary agreements for services for completion of the approved improvements associated with Perfect Park and the parking lot.

11. **DIRECTOR DREIZLER LEAVE OF ABSENCE** *pgs20*

Recommendation: Consider approving a leave of absence for Director Dreizler from September 16th –December 10th 2011.

12. **KIDS TRAIL IMPLEMENTATION PLAN** *pgs21-22*

Recommendation: Receive and file report on clean-up and improvements to Kid's Trail.

13. **WASTE MANAGEMENT POLICY** *pgs23-25*

Recommendation: Provide staff with direction for the types of water conservation measures to be considered and direct staff to introduce a draft Water Management Policy to the Policy Committee.

14. **REPLACEMENT OF IV TEEN CENTER MODULAR BUILDING & LEASE AGREEMENT** *pgs 26-36*

Recommendation: Direct staff to replace the existing Teen Center modular building with a donated modular building donated from UCSB & Authorize the General Manager to sign an agreement with the YMCA Channel Islands for a ground lease of a portion of Estero Park for Teen Center use.

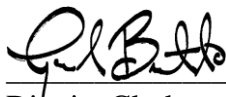
15. **CLOSED SESSION**

A. Conference with Labor Negotiators
California Government Code Section 54957.6
DISTRICT NEGOTIATOR: General Manager
Employee Organization: SEIU Local 620

B. Public Employee Discipline/Dismissal/Release
– Government Code Section 54957

16. **ADJOURNMENT**

Posted, noticed, and delivered in accordance with the Ralph M. Brown Act §54954.1 and §54954.2. In accordance with §54954.2 of the Ralph M. 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 Gabriel Bretado at 968-2017 ext. 26, 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 are made available on the District web site, www.ivparks.org, 72 hours in advance of each meeting.



District Clerk

August 30, 2011

Date

1. 7:00P THE REGULAR MEETING OF AUGUST 11, 2011 WAS CALLED TO ORDER BY CHAIRPERSON MURDOCK at the District Offices, 961 Embarcadero Del Mar, Isla Vista, California.

2. WELCOME TO ALL PRESENT: (A ROLL CALL OF BOARD MEMBERS WAS TAKEN) BOARD MEMBERS BUDA, DREIZLER, KASATKINA, LAGERQUIST & MURDOCK; STAFF MEMBERS BRETADO & LINDGREN

3. Chairperson Murdock announced that the Board Meeting is being recorded.

4. ADOPT AGENDA

110811-01 MOTION: to adopt the August 11, 2011 meeting agenda as presented
Dreizler/Buda 5-0-0 unanimous

5. A. ANNOUNCEMENTS-

5. B. VOX POPULI-

CHAIRPERSON ANNOUNCED THE PUBLIC HEARING IS OPEN
CHAIRPERSON MURDOCK CLOSED THE PUBLIC HEARING

10. FINAL ENGINEERS REPORT

110811-02 MOTION: to approve the final engineers report
Lagerquist/Dreizler 5-0-0 unanimous

11. DISCUSSION AND POSSIBLE ACTION ON ADOPT A BLOCK AND PARK RANGER POSITIONS

110811-03 MOTION: Tabled until next Board meeting
Buda/Kasatkina 4-1-0 Director Lagerquist opposed

CONSENT CALENDAR

A. BOARD PROJECTS OF INTEREST:

110811-04 MOTION: The following items are for staff to address

- **Distribution of Board Materials** – Regular Board meeting materials will be made available and emailed to the Board at least 7 days prior to the meeting and will be in a electronically searchable format.
- **Board Minute Log** – Publish 2005 through 2011 Minute Log on the District website by August 11, 2011.

Dreizler/Buda 5-0-0 unanimous

13 ANISQ'OYO' PARK LIGHTING

110814-05 MOTION: To table to next meeting
Lagerquist/Dreizler 5-0-0 unanimous

TO TAKE DISCUSSION AND POSSIBLE ACTION ON ADOPT A BLOCK AND PARK RANGER POSITIONS OFF TABLE

Lagerquist/Dreizler 3-0-2

7:50p Chairperson Murdock announced a 5 minute recess

7:55p Chairperson Murdock called the meeting back to order

15. WORK HOURS AND HOURS OF OPERATION

110814-06 MOTION: item was discussed

No action was taken

8. ADMINISTRATIVE UPDATE

110814-07 MOTION: To receive and file the Administrative Report

Dreizler/Lagerquist

5-0-0 unanimous

6. DISTRICT MINUTES

110814-08 MOTION: to approve the minutes of the July 14th Regular Meeting, the July 20th Special Meeting & the July 27th Special meeting as presented

Buda/Kasatkina

5-0-0 unanimous

7. BOARD COMMITTEE REPORTS

A. Representatives.

1. Special Districts: no report

2. Misc. Update on Activities/Meeting Representing the District: GM Lindgren announced he spoke in favor of the RDA at the Board of Supervisors meeting

3. Policy and Ordinance: no report

4. Finance and Budget: no report

5. District Website Liaison Report: Director Dreizler updated board on District Website

B. Future Agenda Item Suggestions:

11. TO TAKE DISCUSSION AND POSSIBLE ACTION ON ADOPT A BLOCK AND PARK RANGER POSITIONS OFF TABLE

: Item was discussed

No action was taken

12. ADJOURNMENT

8:55p Chairperson Murdock adjourned the meeting.

DRAFT

1. 6:00p THE SPECIAL MEETING OF AUGUST 18, 2011 WAS CALLED TO ORDER BY CHAIRPERSON MURDOCK at the District Offices, 961 Embarcadero Del Mar, Isla Vista, California.

2. WELCOME TO ALL PRESENT: (A ROLL CALL OF BOARD MEMBERS WAS TAKEN) BOARD MEMBERS BUDA, DREIZLER, KASATKINA, LAGERQUIST & MURDOCK; STAFF MEMBERS LINDGREN

4. ADOPT AGENDA

110818-01 MOTION: to adopt the August 18, 2011 special meeting agenda as presented.
Dreizler/Buda 5-0-0 unanimous

5. A. ANNOUNCEMENTS

5. B. VOX POPULI-

6:05p Chairperson Murdock called the meeting into closed session

A. Public Employee Performance Evaluation- Government Code Section 54957
Title: District General Manager

B. Public Employee Discipline/Dismissal/Release – Government Code Section 54957

9:00pm Director Kasatkina left meeting

10:45p Chairperson Murdock called meeting back into open session and announced that Closed Session item A was discussed with no action taken;
Chairperson Murdock announced no reportable action was taken on Item B.

6. ADJOURNMENT

10:46p Chairperson Murdock adjourned the meeting.



STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Jeff Lindgren, General Manager

DATE REPORT PREPARED: September 1, 2011

MEETING DATE: September 8, 2011

RE: **STAFF ADMINISTRATIVE UPDATE**

Recommendation:

Receive and comment on the presented administrative report of District staff activity for September, 2011.

General Manager Report:

- **District Minute Log** – A complete version of the District Minute Log is available on the District website for review and comment. The document is about 2000 pages. The Minuet log will also be available via e-mail in four files representing the last four decades – 70's, 80's, 90's and 2000 through July 2011. The file size limits our ability to send out the entire minute log as a single PDF via e-mail. Staff suggest a simple reformat to add the most pertinent information to aid the user including verifying dates, removing unnecessary bold, underline and italics and adding general headers. The District has purchased software to aid in navigation of large PDFs and will convert the minute log.
- **District Arborist – Following the** August 15 end of bird nesting season the District Arborist began his work pruning around several parks including Estero (Teen Center and Red Barn), AO, Perfect, Camino Corto and other parks as needed.

Grounds Report:

The grounds crew has been very busy with a wide variety of projects. There have been many irrigation issues that have been repaired and replaced with new parts. Valve replacement and repairs to the sprinklers in AO have been dealt with...with more to be done. Cleanup of the Lath House area has been ongoing with more things to be addressed. Hand weeding of the new beds in Little Acorn has been going on also it will be an issue to be dealt with until the new plantings become established. The crew constructed and installed the new picnic tables at the new Estero field. This required them to be anchored down into the concrete patios with heavy duty nuts and bolts. The bridge in front

of Rosarita was repaired and will be upgraded at Christmas break. Final removal of the Camino Corto Frisbee course tee's has been completed. Some globes in AO have been cleaned and replaced with bird deterrent devices on the top to prevent their sitting on them. Square footage of all the irrigated areas in the parks along with a count of all the trash cans has been completed. Repainting sections of the Children's Park mural that was vandalized has begun and will be completed soon. Along with all this.....ongoing daily maintenance of all the parks has been ongoing. The nesting season restrictions have ended and shrub and tree work has also begun where needed. Santa Barbara Tree has begun tree pruning projects in various District parks.

Park Ranger Report:

Last week Matt attended a week long training to update his PC832 entry level Peace Officer training course. The renewal will provide Matt with additional authority to uphold the Park District ordinances. The Sheriff's department has issued the District a two-way radio for emergency situations and coordination with Isla Vista Foot Patrol. Matt has planned some evening shifts with the Foot Patrol in addition to a ride along with the Santa Barbara County Park Ranger at Jalama County Beach to learn different styles and approaches of enforcement.

General Manager Priorities

Priority	Project Description	Milestones	Responsible Party	Completion Date
1.	Union Negotiations Analyze and make recommendations to Board, lead negotiations with SEIU (Administrative)	<ul style="list-style-type: none"> Next Union Meeting in Sept – Ongoing 	GM	
2.	District Counsel Search (Board Directed)	<ul style="list-style-type: none"> Gauge Board interest in interviewing two local attorneys that specialize in public entity law – 9/8/11 Plan interviews if needed – 9/19/11 	GM, Admin	
3.	Minute Log Create searchable PDF of all years minutes, publish on website. (Board Directed)	<ul style="list-style-type: none"> Draft edit of the 1970s and 1980s forwarded for review – 7/11/11 2005-2011 on-line – 7/25/11 Full document on-line as PDF – 9/2/11 	Clerk	
4.	Park Deeds and Facilities Recreate and expand matrix of essential data for each District park (Board Directed)	<ul style="list-style-type: none"> Draft complete and presented to Director Lagerquist in hard copy – 7/20/11 Draft refined and forwarded to Board – 9/2/11 	GM, Grounds, Admin	
5.	Study staffing (GM Objectives)	<ul style="list-style-type: none"> Preliminary staffing recommendations presented to Board – 8/18/11 Discussions with Board – 9/8/11 Meeting with Counsel – 9/14/11 	GM	
6.	Estero Park Community Garden Fence (Work Program)	<ul style="list-style-type: none"> Fence replaced – 8/30/11 New gates to be installed – 9/1/11 through 9/16/11 	Grounds, Contractor	
7.	Institute a system of monitoring the allocation of resources and the effectiveness of park maintenance services Individual Park Audits to determine maintenance needs (GM Objectives)	<ul style="list-style-type: none"> 6 Individual Park Audits remain – 9/30/11 	GM, Grounds, consultant	

8.	Work with the Policy and Ordinance Committee to make necessary updates and changes (GM Objectives)	<ul style="list-style-type: none"> Noise Ordinance – 10/13/11 	GM, Clerk, Board	On going
9.	Complete individual park plans No funding designated for park plans in FY 2010-2011 or FY 2011-2012 (GM Objectives)	<ul style="list-style-type: none"> Individual park audits are underway – 9/30/11 Perfect Park – 10/15/11 Kid’s Trail – 11/30/11 AO West Entrance – 12/30/11 	Grounds, contractors	
10.	Anisq’Oyo’ Park Master Plan (Work Program)	<ul style="list-style-type: none"> See priority 30, Individual Park Plans 		
11.	Fortuna - Private Property Encroachments Grounds staff to monitor progress (Unanticipated)	<ul style="list-style-type: none"> Letter to property owners – 8/7/11 and 8/9/11 Phone call with owner Hamer, agreed to move fence off District property in timely fashion – 8/17/11 Follow up call to Hamer for progress check – 9/1/11 Future Board item to discuss acquisition of County easement for park – 10/13/11 	Counsel, GM, Grounds	
12.	Kids Trail Park Encroachment (Unanticipated)	<ul style="list-style-type: none"> Letter to property owners – 8/7/11 New fence to be constructed along boundary and clean up to be completed – 11/30/11 	Counsel, Grounds, GM	
13.	Update District tree plan No Funding for FY 10-11 or FY 11-12 (GM Objectives)	<ul style="list-style-type: none"> Approach Board for Direction – 10/13/11 	Grounds, consultant, GM	
14.	Make significant progress in advancing the design, engineering, and permitting of the Skate Park; prepare a development plan No funding in FY 11-12 Budget (GM Objectives)	<ul style="list-style-type: none"> Reestablish skate park in Perfect Parking Lot – 10/15/11 		
15.	Greek Park Improvements Funding and Design Revised Concept Design and Fund Raising (Work Program)	<ul style="list-style-type: none"> Fund raising in Fall 2011 – 12/30/11 	Director, Admin	

16.	Surfacing Materials Replace decomposed granite to be used in pathways and Fibar material for playgrounds (Work Program)	<ul style="list-style-type: none"> • Fibar install complete 7/30/11 • DG path repair - . 	Grounds	On going
17.	Vernal Pool Signs (Grant Funded Projects)	<ul style="list-style-type: none"> • Seven installed – 8/30/11 • One more ready for install – 9/15/11 • Two more production – 12/30/11 	Grounds	
18.	UCSB Long Range Development Plan Mitigations presented to UCSB not accepted. (Unanticipated)	<ul style="list-style-type: none"> • Pursue at Cal Coastal Commission for mitigations to impacts 	GM, Counsel	
19.	Park Sign Rehabilitation (Unanticipated)	<ul style="list-style-type: none"> • Rebuild and repaint park signs as needed - 	Grounds	
20.	COB Benches \$1,500 for a COB bench project in the District (Work Program)	• A cob bench feature could be incorporated into the disc golf course expansion.		Propose to drop

Completed Projects from 2010-11

1.	Camino Corto HMP (GM Objectives)	Work completed week of 1/31/11		Complete
2.	Camino Corto Vehicle Warning Signs (Deferred Project from 2009)	Work completed week of 1/24/11		Complete
3.	Complete the permitting of the AO park bridges demolition and replacement (GM Objectives)	Permitting completed. Construction underway with completion date of 3/31/11		Complete
4.	AO Park Restroom upgrades (Work Program)	Central Service and Supply providing plumbing work. All four are functional w/ North side on manual pending sensor tests.		Complete
5.	Curb Cut in Sueno Orchard (Work Program)	Work completed 1/1/11		Complete
6.	Project Development for re-Programming Anisq'Oyo' Bridge Replacement Block Grant Funds (Unanticipated)	Board selected Little Acorn Park, Disc Golf Course and seating. Staff submitted grant applications and projects underway.		Complete
7.	Inventory of play equipment, benches, pic nic tables, water meters, electric meters, and trash cans (GM Objectives)	Necessary to institute a system of monitoring the allocation of resources for parks maintenance.		Complete
8.	Repair of Madrid Road Stub (Unanticipated)	Worst damaged sections patched for safety. Negotiated for work to be completed by others.		Complete
9.	Basketball Courts at Estero Park (Grant Funded Projects)	Concrete and posts in place		Complete
10.	Anisq'Oyo' Park Bridge Replacement (Grant Funded Projects)	Construction complete.		Complete

Completed Projects from 2010-11

11.	Disc Golf Course (Grant Funded Projects)	Project Cancelled.		-
12.	Little Acorn Park Electrical (Work Program)	Electrical meter has been relocated and shed removed.		Complete
13.	Reestablish the partnership for funding Adopt-A-Block (GM Objectives)	GWSD Board approved budget expenditure to fully fund AAB.		Complete
14.	District Ranger Program (Work Program)	Matt Hoff hired as Ranger		Complete
15.	Reassessment District Engineer Search (Board Directed)	Contract for Penfield and Smith complete		Complete
16.	Financial Trend Data (Board Directed)	Ten year data on expenditures and revenues compiled.		Complete
17.	Little Acorn Upgrades (Grant Funded Projects)	Irrigation and reconstruction of paths, new landscaping and seating. Underway but delayed due to weather.		Complete
18.	Reassessment District Engineer of Record Search (Board Directed)	Penfield & Smith retained to complete 99-01.		Complete
19.	Playfield at Estero Park (Grant Funded Projects)	Construction contract generally complete. Turf to open Aug 15. District owned components to be installed.		Complete
20.	99-01 Reassessment Project (Unanticipated)	Corrections and updates completed. New Engineer firm retained. Significant savings to tax payers.		Complete
21.	Address the health, safety and enforcement issues that currently exist, with an emphasis on AO Park and open spaces (GM Objectives)	Pruning and clean-up work in Perfect and AO complete. Job description for Ranger position complete with intent to have Ranger on staff early Spring. Project for Spring may include physical changes to AO, Perfect, Peoples		Complete



STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Jeff Lindgren, General Manager

DATE REPORT PREPARED: August 29, 2011

MEETING DATE: September 8, 2011

RE: **Anisq'Oyo' Park Lighting Improvements**

Recommendation:

- A. Receive and file a report on the progress with maintenance of the Anisq'Oyo' Park lighting (Attachment A).
- B. Review options for lighting improvements in Anisq'Oyo' Park and direct staff on improvements (Attachment B).
- C. Authorize the General Manager to enter into any necessary agreements for purchase or installation of light fixtures at the direction of the Board.

Executive Summary:

This item is on the agenda so the Board can review options for lighting in Anisq'Oyo' Park and direct staff on how to proceed with maintenance and improvements.

Discussion:

During the weeks of August 1 and August 22, staff inspected all light fixtures and performed the repairs included in Attachment A.

Options for additional improvements to the lighting are included in Attachment B and range from replacement of existing fixtures to adding additional lighting. There are currently thirteen lights in Anisq'Oyo' with poor fitting globes often held in place by tape (Attachment C). The existing fixtures provide an adequate amount of light but are not shielded so light is not directed where needed and produce significant glare. The existing lights are direct burial, meaning the pole is buried in the ground and set in concrete rather than mounted on top of a footing. Attachment B contains a map of lighting locations and includes a series of photos of the existing lighting at night prior to staff repairs.

Fiscal Impact:

Depending on the option selected, lighting improvements could exceed available budget anticipated to be around \$5,000 from the Downtown Parks Line Item Account 7460. For any option, outside money will need to be sought.

Attachment A

Anisq'Oyo' Park Lighting Report

Goal: Inspect and maintain AO Park lighting.

During the week of August 1, 2011, Grounds Staff conducted the following inspection and repair of lighting in AO Park:

- Test photocell at pump house
- Test photocell at Cool Corner
- Replace bulbs, wash globes and re-tape globes at 3 locations
- Prune adjacent tree limbs around several light locations
- Ordered replacement parts 8/8/11
- Ordered and received commercial bird deterrent spikes to fend off seagulls for test
- Contacted Specified Lighting and Design for proposals on light retro-fit components, recommendations for additional lighting, and potential lighting analysis

During the week of August 15, 2011, Grounds Staff removed, replaced or cleaned globes, attached bird deterrent spikes and reinstalled globes.

Continued work on AO lighting anticipated for Sept and Oct.

- Review lighting proposal and present options and recommendations to Board: Sept 8
- Implementation of Board Direction, as funding allows: Oct

Attachment B

Anisq'Oyo' Light Replacement: LED vs Metal Halide

Description	Lamp	(+)	(-)	Estimated Cost/each
Post top indirect LED fixture with new Acorn or Round style globes, fitters on existing pole	48 watt LED	lowest maintenance, high quality light, shielded	higher initial cost	\$1,168
Post top HID fixture with new Acorn or Round style globes, fitters on existing pole	100 watt metal halide	low maintenance, high quality light, shielded	Lumen depreciation requires more frequent replacement than LED	\$700

Notes:

- Light output is measured in Lumens.
- LED produces about 20% more lumens per watt than metal halide.
- A new pole and footing to replace each existing light is approximately \$600 per existing light in addition to the cost noted above.
- An additional \$500 per new light to add additional light to system for conduit and electrical.

Anisq'Oyo' Light Replacement: Fixture, Complete Light, Additional

Option	Cost per	System Cost
LED Fixture Replacement	\$1,168	\$15,184
HID Fixture Replacement	\$700	\$9,100
LED Complete new light (fixture, pole, footing)	\$1,768	\$22,984
HID Complete new light (fixture, pole, footing)	\$1,300	\$16,900
LED Additional light (3 x new)	\$2,268	\$6,804
HID Additional light (3x new)	\$1,800	\$5,400

Fixture Types



A: Acorn Type



B: Round Globe



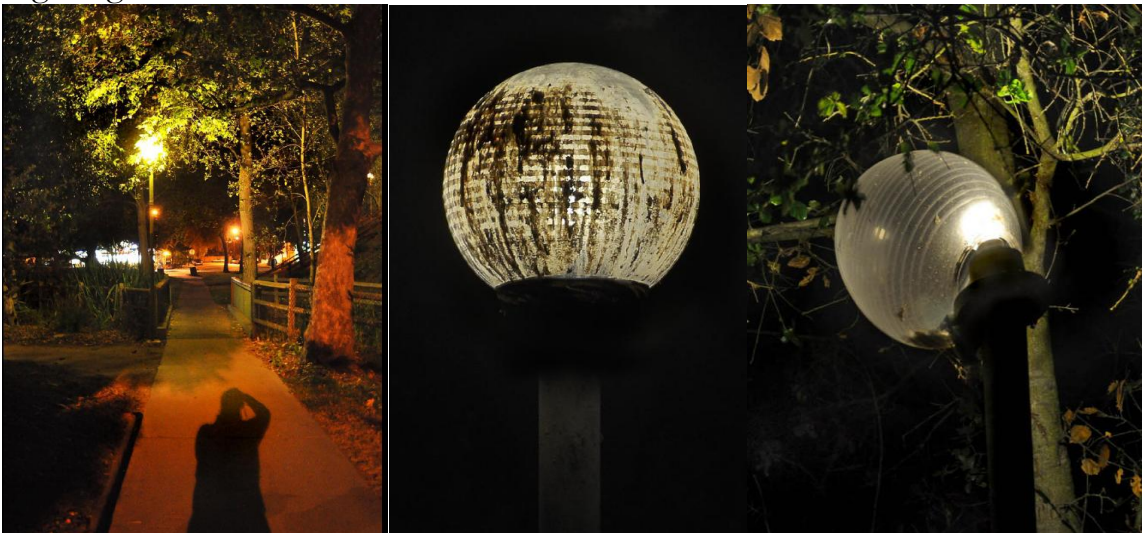
C: Indirect LED

Attachment C

AO Lighting Locations



Lighting Prior to Recent Maintenance





STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Jeff Lindgren, General Manager

DATE REPORT PREPARED: August 25, 2011

MEETING DATE: September 8, 2011

RE: **Perfect Park Implementation Plan**

Recommendation:

- A. Approve proposed implementation plan and cost estimates and authorize the General Manager to commence work.
- B. Authorize the General Manager to enter into any necessary agreements for services for completion of the approved improvements associated with Perfect Park and the parking lot.

Executive Summary:

This item is on the agenda so the Board may consider approval of the implementation plan for the Perfect Park parking lot as directed by the Board per motion 110714-03 of July 14, 2011 where the Board directed staff to develop and implementation plan and cost estimates to implement and resurface section A of the Perfect Park Parking lot for use as a skate park, to remove section B of the parking lot and to use section C for staff parking, and per motion 110720-07 of July 20, 2011 where the Board directed staff to implement the softening of the berms and to place low growing plants in their place and to select Option Perfect Park 2-Low Growing Replanting as outlined in staff report of July 20, 2011.

Discussion:

The implementation plan and cost estimates are included in Attachment A. With Board approval work will begin as quickly as contractors can be notified and contracts for work are in place. Depending on availability, work can be completed in approximately 2 weeks.

Fiscal Impact:

Funding for this work is identified in the Downtown Parks Line Item Account 7460.

Attachment A

Perfect Park: Implementation Plan and Estimates

Activity	Responsible Party	Begin	End	Estimate
Demo and dispose of section B of parking lot	Bob's Backhoe	Sept 12	Sept 22	\$4,600
Clear and grub, earthwork	Bob's Backhoe	Sept 12	Sept 22	\$760
Resurface section A for skate use	Challenge Asphalt	Sept 19	Sept 20	\$1,700
Option – Resurface and stripe section C for parking	Challenge Asphalt	Sept 19	Sept 20	\$1,200
Install split-rail fencing	Thomas Fence Co.	Sept 26	Sept 30	\$2,712
Install minor irrigation improvements	Grounds staff	Sept 19	Sept 23	\$1,500
Install landscape in Perfect Park and parking area	Grounds staff	Sept 26	Oct 14	\$5,000
Install temporary skatepark elements	Grounds staff	Sept 30	Oct 7	\$5,000



STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Gabriel Bretado, District Clerk

DATE REPORT PREPARED: August 30, 2011

MEETING DATE: September 8, 2011

RE: **DIRECTOR DREIZLER LEAVE OF ABSENCE**

Recommendation:

Consider approval of a leave of absence for Director Dreizler from September 16 to December 10, 2011.

Executive Summary:

This item is on the agenda so the Board may consider granting a leave of absence to Director Dreizler from September to December. During this absence Director Dreizler the Board is scheduled to have three regular meetings in October, November and December.

Discussion:

Director Dreizler is will be studying abroad in England during the Fall academic quarter and has requested a leave of absence. The Board may grant a leave of absence, in accordance with CGC indicated below, and has done so in the past.

California Government Code Section 1770. An office becomes vacant on the happening of any of the following events before the expiration of the term:

- (f) "His or her absence from the state without permission required by law beyond the period allowed by law"*
- (g) "His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law"*

Fiscal Impacts:

There are no fiscal impact associated with this action. A projected savings of \$486.00 will be realized from the reduction in Board stipends paid.



STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Jeff Lindgren, General Manager

DATE REPORT PREPARED: August 25, 2011

MEETING DATE: September 8, 2011

RE: **Kid's Trail Implementation Plan**

Recommendation:

Receive and file report on clean-up and improvements to Kid's Trail.

Executive Summary:

This item is on the agenda so the Board may receive a report on proposed staff clean-up and restoration of Kid's Trail. Historically, there have been encroachments into the park by neighbors to the east as the park has no defined edge along. The purpose of the project is to clean-up existing vegetation, re-establish park boundaries, and add plant drought tolerant plantings to beautify the trail.

Discussion:

Staff proposes the following activities for Kid's Trail Park:

1. Remove dead plants or those in poor condition including large agaves; remove small bushes near Fortuna end.
2. Prune pine at Fortuna end; seasonal prune of sunflower bush
3. Thin jade plants and aloes along at Pasado end of park to open the space; transplant specimen succulents to West side
4. Remove material stockpiles at Fortuna end or use on-site as appropriate
5. Transplant (from Teen Center and site) other low maintenance/low water agaves/eucalyptus tolerant, aloes and other succulents along eucalyptus tree line at western edge
6. No plantings with spikes or thorns will be used.
7. Chip path area for suppression of weeds
8. Thomas Fence Co to install approximately 180 ft of split rail fence along eastern property line in Nov
9. Place 24 inch Eucalyptus rounds for informal seating and play

Schedule and Milestone:

Project Start: Nov 7

Duration: 3 weeks

Contractor for Fence: Thomas Fence Co.

Staffing: Joe under supervision by Jay

Fiscal Impact:

The split rail fence is anticipated to cost approximately \$2,200. The remainder of the work will be performed by Grounds staff with existing equipment and existing plant materials.



STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Jeff Lindgren, General Manager

DATE REPORT August 27, 2011

PREPARED:

MEETING DATE: September 8, 2011

RE: **Discussion and Consideration of a Water Management Policy**

Recommendation:

Provide staff with direction for the types of water conservation measures to be considered and direct staff to introduce a draft Water Management Policy to the Policy Committee.

Executive Summary:

This item is on the agenda so the Board may consider adoption of a Water Management Policy and provide staff with direction for drafting policy.

Discussion:

Goleta Water District adopted a new fee schedule early this Summer with rates planned to increase annually to climb 55% by 2015. This means an increase of approximately \$11,000 dollars between the District's 2010-11 and 2015-16 water costs.

The fee increases apply to both a meter fee and the water commodity rate and although water conservation programs should reduce use and costs for water as a commodity, there are no real opportunities to reduce costs of the meters. For example, by 2015, the meter and backflow charges are anticipated to total just over \$10,000 per year, or 31% of total costs. No matter how successful the District becomes at conserving water, these meter costs are fixed. Attachment 1 shows the potential savings associated with a 25% and 50% reduction in District water use and how the meter rate impacts the savings in year 2015.

Although the District has an organic policy there is currently no policy guidance for water use and conservation. Some policy elements the Board may want to consider include:

- Encourage and promote the nourishment and conservation of soil as an important natural resource using the best science-based soil and water management practices, including: using

organic fertilizers, compost topdressing, and compost tea applications, relying on direct soil moisture measurement to control irrigation programs, replacing and fine-tuning our existing irrigation infrastructure, and laying the groundwork to redesign and reconstruct some of our parks to reduce or eliminate large underused turf areas.

- Use water intelligently by irrigating only as much as necessary, by using appropriate water-efficient native and region-appropriate plant species and by using a technologically advanced irrigation system to ensure that water will be applied as efficiently and effectively as possible.

Tools for achieving these goals that can be considered include:

- Determine historic and future water consumption rates per square foot of irrigated turf.
- Immediately commence best-practice water conservation methods.
- Establish and refine goals for water use and turf quality based on seasonal weather conditions.
- Consider costs for fertilizer, aeration and effective turf maintenance measures, along with the cost of water.
- Consider conducting controlled (or designed) experiments to refine local best practices.
- Delegate authority for a staff member and a backup to program the Little Acorn/Anisq'Oyo' Park irrigation controller and to maintain a log of control settings.

Fiscal Impact:

Water and meter rates from Goleta Water District are approved to increase by 52% between now and 2015. Staff projects this will increase total District water costs by approximately 1/3. A water conservation program can reduce total costs but conservation is limited in its financial impact as meter costs are fixed.

Attachment A

Projected Savings from Water Conservation in Year 2015

Baseline: Current H2O Use @ 2015 Rates-All Parks	
Meter Cost	\$10,324
H2O Cost	\$23,009
Total Cost	\$33,334
10% Reduction in H2O Use-All Parks	
Meter Cost	\$10,324
H2O Cost	\$20,708
Total Cost	\$31,033
Change from Baseline	-\$2,301
Reduction in Total Costs	7%
25% Reduction in H2O Use-All Parks	
Meter Cost	\$10,324
H2O Cost	\$17,257
Total Cost	\$27,582
Change from Baseline	-\$5,752
Reduction in Total Costs	18%
50% Reduction in H2O Use-All Parks	
Meter Cost	\$10,324
H2O Cost	\$11,504
Total Cost	\$21,829
Change from Baseline	-\$11,505
Reduction in Total Costs	34%

Notes:

Based on anticipated 2015 water rates from Goleta Water District.

Meter Costs are fixed and do not change with use.

Reduction in total costs is calculated as the total water and meter costs as percentage of the Baseline.



STAFF REPORT

TO: ISLA VISTA RECREATION AND PARK DISTRICT BOARD

FROM: Jeff Lindgren, General Manager

DATE REPORT PREPARED: August 27, 2011

MEETING DATE: September 8, 2011

RE: Isla Vista Teen Center Building Replacement and Agreement

Recommendation:

- A. Direct staff to replace the existing Teen Center modular building with a donated modular building donated from UCSB.
- B. Authorize the General Manager to sign an agreement with the YMCA Channel Islands for a ground lease of a portion of Estero Park for Teen Center use (Attachment A).

Executive Summary:

This item is on the agenda so the Board may direct staff to replace the existing Teen Center modular building with a newer and larger modular donated by UCSB. A new draft lease with the Channel Islands YMCA is included for review as Attachment A.

Discussion:

UCSB has offered to donate an existing modular building from campus to replace the existing Teen Center building in Estero Park. The new building is 48 x 60 feet, twelve feet wider than the existing building and in superior condition according to the County Building Official. The arrangement for the donation will be between UCSB and the YMCA. The YMCA will own the building and be responsible for maintenance. The attached lease is a land lease allowing the YMCA to operate the Teen Center in their building on District property and grants access to the adjacent bathrooms. The District will continue to maintain the grounds around the Teen Center.

As drafted, the lease is a two-year renewable ground lease so that it does not interfere with the Park Protection Ordinance. Financial consideration is proposed to be \$100/year.

Fiscal Impact:

Staff has assisted with the permitting required to replace the Teen Center building. All other costs have been borne by the YMCA. Formerly, the lease equaled \$500 per month but required the District maintain and fund repairs.

Attachment A

DRAFT Agreement for the Teen Center (Exhibit A to be included as map of Teen Center site and Bathrooms).

Project: Teen Center Lease

APN: 075-091-31

LEASE AGREEMENT

This Lease Agreement is made by and between:

ISLA VISTA RECREATION AND PARK DISTRICT, a political
Subdivision of the State of California
hereinafter referred to as "PARK DISTRICT,"

and

CHANNEL ISLANDS YMCA, a California
nonprofit corporation, hereinafter referred to as "YMCA",

with reference to the following:

WHEREAS, PARK DISTRICT is the fee owner of a parcel of land known as Santa Barbara County Assessor's Parcel Number 075-091-31 (hereinafter "Park District Property"); and

WHEREAS, portions of the Park District Property, commonly known as "Estero Park" are improved with a barn, building and restrooms and public community open space which includes a grassy field, play equipment, basketball courts and community gardens; and

WHEREAS, PARK DISTRICT previously installed on the Park District Property a modular building owned by PARK DISTRICT for the purpose of providing a place for teen educational and recreational activities; and

WHEREAS, the YMCA has been using that building to provide educational and recreational activities to teens in Isla Vista;

WHEREAS, YMCA desires to remove and dispose of that existing building and replace it with a new modular building owned by YMCA (the "Building") on the land owned by the PARK DISTRICT that is described on **Exhibit "A"** attached hereto (the "Land").

WHEREAS, YMCA wishes to lease the Land from the PARK DISTRICT; and, in connection with its use of the new Building, YMCA wishes to use the restrooms described on Exhibit "A" attached hereto on a non-exclusive basis (the "Restrooms").

NOW THEREFORE, in consideration of the mutual benefits to be derived there from and of the mutual agreements hereinafter set forth, it is mutually agreed and understood as follows:

CERTIFICATION OF RECITALS: The parties hereby find and determine that the foregoing recitals are true and correct.

ADMINISTRATION AND ENFORCEMENT: The provisions of this Agreement shall be administered and enforced for PARK DISTRICT by the General Manager of the Park District, or, with notice to the YMCA, another person or persons designated by the General Manager or the Board of Directors of the Park District.

LEASED PROPERTY: PARK DISTRICT hereby leases the Land to the YMCA, and YMCA hereby leases the Land from the PARK DISTRICT.

PURPOSES AND USE: The Building shall be used in accordance with this Agreement for teen outreach, recreational and educational activities. The YMCA may offer additional family programs, such as parenting classes, etc. during hours in which the teens are unable to use the facility, such as during school hours, and may offer family events that support the mission of teen programming.

TERM: The term of this Agreement shall commence on October 1, 2011 and end on September 30, 2013. Either party may terminate this agreement with or without cause with a sixty (60) day written notice of termination.

RENT: The YMCA shall pay to PARK DISTRICT \$100.00 per year in advance, on or before October 1, 2011, and each anniversary thereof, without deduction or offset, as rent for the Land. Rent for any partial month will be pro-rated based on a thirty (30) day month.

CONSTRUCTION AND IMPROVEMENTS: YMCA may remove the existing building and install the new Building on the Land at YMCA's sole cost and expense at any time during the term of this Agreement. No improvements shall be constructed or installed in or on the Building until the specific plans and specifications thereof and location thereof, have been submitted in writing by YMCA and have been expressly approved in writing by PARK DISTRICT. YMCA shall acquire, at its expense, all permits required by law for any construction from governmental agencies, and furnish a copy thereof to PARK DISTRICT, prior to the commencement of the work, and shall comply with all conditions of said permits in a prompt and expeditious manner. YMCA shall give PARK DISTRICT not less than ten (10) days written notice prior to the commencement of any work in, on or about the Building, and PARK DISTRICT shall have the right to post Notices of Non-responsibility in or on the Building or Land as provided by law.

YMCA shall keep the Land free and clear of liens resulting from its construction or installation of improvements and shall hold PARK DISTRICT harmless with respect to any such improvements in accordance with Section 14 hereof.

Title to all such improvements constructed by YMCA shall pass automatically to PARK DISTRICT upon the expiration of the lease term or earlier termination as provided herein and YMCA shall execute whatever documents are required by PARK DISTRICT to evidence, memorialize and/or confirm such passing of title. PARK DISTRICT may require YMCA to demolish or dispose of said improvements at no cost to PARK DISTRICT, or PARK DISTRICT may demolish, otherwise dispose of, or utilize said improvements in any manner as determined by PARK DISTRICT.

UTILITIES; RESTROOMS: The YMCA shall pay for all utility hookups and costs, including but not limited to electricity, natural gas, telephone, cable television and internet service, if used.

MAINTENANCE AND REPAIR: YMCA, at its cost and expense shall keep its Building, and any related improvements approved by PARK DISTRICT, in good condition and repair. YMCA shall pay for all damage and costs of repairs (including plumbing) incurred in the Restrooms if caused by YMCA employees, contractors or invitees.

PARK DISTRICT'S ENTRY ONTO THE PROPERTY: PARK DISTRICT and its authorized representatives shall have the right to enter the Land, Building and Restrooms at all times to determine whether they are in good condition and whether the YMCA is complying with its obligations under this Agreement, and to perform PARK DISTRICT'S obligations under this Agreement.

ASSIGNMENT/SUBLEASE/HYPOTHECATION: YMCA shall not assign this Agreement or any right or interest in the Building, or the Land, nor lease, sublease, mortgage, pledge, hypothecate, license, permit the use of, or encumber the Building or Land or any part thereof or interest therein without the prior written consent of the PARK DISTRICT in its sole and absolute discretion; provided that the PARK DISTRICT will not unreasonably withhold consent to subleases of limited space to persons and entities that provide services to the YMCA in furtherance of the purposes described in Section 4 above. Any such attempt in violation of the provisions contained herein shall be void and without legal effect. PARK DISTRICT'S consent to one assignment, sublease, mortgage, pledge, hypothecation, license, use permit, or encumbrance does not imply consent to any other.

INSURANCE: YMCA shall procure the following required insurance coverage. Certificate(s) of insurance shall be furnished to PARK DISTRICT upon execution of this Agreement and upon any change or renewal of required insurance. Such insurance coverage, in the minimum limits as specified below, shall be maintained throughout the term of the Agreement. PARK DISTRICT shall have the right to review and increase from time-to-time the minimum limits as established below. In the event of a change in the minimum limits, PARK DISTRICT shall inform YMCA of such change by giving written notice to YMCA not less than sixty (60) days prior to the expiration date of any existing insurance policy or policies. Failure to comply with the insurance requirements shall place YMCA in default. Upon request by PARK DISTRICT, YMCA shall provide current insurance certificates and certified copies of any insurance policies to PARK DISTRICT within ten (10) working days.

Worker's Compensation Insurance with an insurance company approved to operate in the State of California. Statutory Worker's Compensation and Employee Liability Insurance shall cover all YMCA employees while at the Building or the Restrooms or performing any

work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of notice of such by PARK DISTRICT.

Comprehensive General and Automobile Liability Insurance shall include, without limitation bodily injury, property damage, and personal injury liability coverage and shall afford coverage for all premises and operations of the YMCA and for its employees, invitees and contractors, including those using the Land, the Building or the Restrooms. The General Liability insurance shall include, without limitation, bodily injury, property damage, and personal injury liability coverage and shall afford coverage for all premises and operations of YMCA, and shall include contractual liability coverage for this Agreement. The Automobile Liability insurance shall cover all owned, non-owned, and hired motor vehicles that are operated on behalf of YMCA pursuant to YMCA's activities hereunder. PARK DISTRICT and its officers, directors, employees and agents shall be named as "Additional Insured". The limit of liability of said policy or policies shall not be less than \$1,000,000.00 per occurrence combined single limit for bodily injury, and property damage. Said policy or policies shall contain a provision that such insurance as is afforded by the policy shall be primary and contributory to the full limits stated in the declarations, and if PARK DISTRICT has other valid and collectible insurance for a loss covered by this policy, PARK DISTRICT'S other insurance shall be excess only. Said policy or policies shall provide that PARK DISTRICT shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

SIGNAGE: Subject to applicable law, YMCA is authorized to install a sign on the Building identifying the Building as owned and operated by the YMCA.

INDEMNIFICATION: The YMCA and PARK DISTRICT mutually agree that each party shall defend, indemnify and hold harmless the other party from all claims, demands, damages, costs, expenses, judgments or liability relating to the acts or omissions to act of the indemnitor, its officers, employees, invitees, contractors or agents. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the partial, joint, or concurrent negligence of YMCA and/or PARK DISTRICT, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction or by mutual agreement.

NONDISCRIMINATION: YMCA in the operations to be conducted pursuant to the provisions of the Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sexual orientation, gender, age, handicap or national origin in any manner prohibited by the laws of the United States, State of California or otherwise. Noncompliance with provisions of this article shall constitute a material breach hereof and in addition to any remedies provided by law, PARK DISTRICT shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

COMPLIANCE WITH LAW AND ENVIRONMENTAL IMPAIRMENT: YMCA 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, signing, health, safety, noise, environmental protection, waste disposal, water and air

quality, and shall furnish satisfactory evidence of compliance upon request of PARK DISTRICT. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon the Land due to YMCA's use and occupancy, YMCA shall clean all property affected to the satisfaction of PARK DISTRICT and any governmental body having jurisdiction therefore. To the greatest extent permitted by law, YMCA shall indemnify, hold harmless, and defend PARK 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 PARK DISTRICT as a result of YMCA'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, and regardless of negligence, active or passive, of PARK DISTRICT.

RECYCLING AND ORGANIC POLICY: YMCA shall employ all means necessary to reduce waste disposal and shall develop and implement a comprehensive recycling program to educate Teens about waste reduction techniques. YMCA shall comply with the PARK DISTRICT'S Organic Policy and not apply any herbicides, pesticides, or fungicides in the Building or the surrounding PARK DISTRICT property.

TOXICS: YMCA shall not manufacture or generate hazardous wastes on the Land or in the Restrooms. YMCA 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 by YMCA or its employees, contractors, invitees or agents 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. YMCA shall notify PARK DISTRICT 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.

NOTICES: Any notice given to either party, by the other, shall be in writing and shall be served, either personally or by mail to the following:

“PARK DISTRICT”:

Isla Vista Recreation and Park District
General Manager
961 Embarcadero Del Mar
Isla Vista, CA 93117

“YMCA”:

Channel Islands YMCA
Corporate Executive Office
55 Hitchcock Way, Suite 101
Santa Barbara, CA 93101

DEFAULT: Should YMCA at any time be in default in the performance of any of their promises, covenants, or agreements herein contained and should such default continue for ten (10) days after written notice thereof from PARK DISTRICT to YMCA specifying the

particulars of such default, PARK DISTRICT may terminate this Agreement upon written notice to YMCA. Upon such termination, PARK DISTRICT may recover from YMCA all those sums as allowed to PARK DISTRICT pursuant of California Civil Code Section 1951.2, which section shall control as to all default rights and remedies under this Agreement, except that nothing shall limit PARK DISTRICT'S right to injunctive relief.

WAIVER: Waiver by PARK DISTRICT of a breach of any term of this Agreement shall not be construed to be a waiver of any future breach of the same or any other requirement contained in this Agreement. The acceptance of any fees or charges by PARK DISTRICT shall not be treated as a waiver of any breach by YMCA of any term of this Agreement, other than the failure of YMCA to pay the particular fees or charges so accepted, regardless of PARK DISTRICT'S knowledge of a previous breach at the time of acceptance thereof.

TERMINATION: This Agreement shall terminate and all rights of YMCA shall cease and YMCA shall quietly and peacefully deliver to PARK DISTRICT, possession and interest in the Building:

At the expiration of the term as provided in Section 5, **TERM**, herein above.

At the end of sixty (60) days after the receipt of a notice of termination by either party.

At the option of the PARK DISTRICT, upon the failure of YMCA 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 21, **DEFAULT**, herein above.

The making of general assignment for the benefit of creditors by YMCA.

The appointment of a receiver or trustee to take possession of all or substantially all of the assets of YMCA.

ABANDONMENT: YMCA shall not vacate or abandon the Property at any time during the term of this Agreement, and if YMCA shall abandon, vacate, or surrender the Property, any improvements or personal property belonging to YMCA and left on the Property ten (10) days after vacation of the Property shall be deemed abandoned, at the option of PARK DISTRICT.

SURRENDER OF PROPERTY: Prior to expiration or termination of this Agreement, but subject to the right of PARK DISTRICT under Section 7 to retain new improvements installed by YMCA on the Land with the consent of PARK DISTRICT, YMCA shall remove the Building and all improvements and personal property it has placed or installed on the Land, if any, prior to the expiration or termination of this Agreement and shall perform all restoration made necessary by the removal of any improvements or YMCA'S personal property prior to the expiration or termination of this Agreement. PARK DISTRICT may elect to retain or dispose of in any manner, any improvements, or YMCA'S personal property that YMCA did not remove from the Land on expiration or termination of this Agreement by giving at least ten (10) day notice to YMCA. Title to any such improvements or YMCA'S personal property that PARK DISTRICT elects to retain or dispose of following expiration of the ten (10) day period shall vest in PARK DISTRICT. YMCA waives all claims against PARK DISTRICT for any damage to YMCA resulting from PARK DISTRICT'S retention or disposition of any such improvements or YMCA'S personal property. YMCA shall be liable to PARK DISTRICT for PARK DISTRICT'S

costs for storing, removing, and disposing of any such items. If YMCA fails to surrender the Building to PARK DISTRICT, YMCA shall hold PARK DISTRICT harmless from all damages resulting from YMCA's failure to so surrender the Land, including, without limitation, claims made by a succeeding user of the Land resulting from YMCA's failure to so surrender the Land.

HOLDING OVER AT EXPIRATION OF LEASE: Should the YMCA occupy the Land after the expiration date of this Agreement with the consent of PARK DISTRICT, express or implied, such tenancy shall be a tenancy from month-to-month. All provisions of this Agreement, except those pertaining to term, shall apply to the month-to-month tenancy.

CAPTIONS: The title or 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.

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.

ACCEPTANCE OF PREMISES: YMCA has examined the Land and Restrooms and determined that they are suitable for the needs and operations of YMCA. YMCA acknowledges that PARK DISTRICT makes no representations or warranties, express or implied, about the condition of the Land or Restrooms or the suitability of the Land or Restrooms for the intended use by YMCA.

TIME IS OF THE ESSENCE: Time is of the essence of this Agreement.

PROPERTY TAX; POSSESSORY INTEREST TAX: The leasehold interest of YMCA may be subject to property taxation (specifically, to a "possessory interest tax"), and if an exemption cannot be obtained by YMCA, YMCA will pay any tax due.

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

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.

WAIVER OF RELOCATION BENEFITS: In consideration of Park District's execution and delivery of this Agreement, YMCA agrees to take full responsibility for moving its business and the business of any other person or entity and any furnishings, fixtures, equipment and personal property, from the Building upon the expiration or any earlier termination by Park District of this Agreement and for any resulting loss of business goodwill (the

“Relocation”), and the Park District shall have no obligation to provide payments or other assistance under any federal or state relocation laws, regulations or guidelines, including, without limitation, the California Relocation Assistance and Real Property Acquisition statutes and guidelines. In connection therewith, and to the fullest extent permitted by law, YMCA further agrees that Park District shall be, and hereby are, fully and forever released from any and all claims and liabilities, whether direct or indirect, known or unknown, foreseen or unforeseen, that have arisen, or that may arise, in connection with any Relocation and YMCA hereby expressly waives the provisions of California Civil Code Section 1542 that provide:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

and all similar provisions or rules of law. YMCA understands that, by waiving these provisions, Seller waives the right to make claims against Park District for matters pertaining to any Relocation that are presently unknown or unanticipated. YMCA hereby expressly agrees to pay any and all costs and expenses incurred by YMCA in connection with the relocation of its operations or business and any other business from the Building.

The provisions of this Section shall survive expiration and any earlier termination of this Agreement.

YMCA (Initials)

MEDIATION AND ARBITRATION OF DISPUTES: Except for disputes which can be the subject of unlawful detainer proceedings, should any dispute arise between the parties hereto, related to the Building, the rights or duties of either party hereto, or the transactions contained herein, then the parties will confer in good faith in an attempt to agree on a mediator within ten (10) days from the request of either party to the other to do so and they will engage in the process of mediation in good faith for a period of twenty (20) days after the appointment. If the dispute is not resolved, or if the parties are not able to agree on a mediator within ten (10) days, then the dispute will be settled by binding arbitration upon the request of either party in accordance with the rules for arbitration agreed upon by the parties, or, if the parties cannot agree, in accordance with the rules of the American Arbitration Association for commercial lease disputes. If the parties can agree on a single arbitrator, then either party may petition the Santa Barbara County Superior Court for appointment of an arbitrator. The parties shall share the cost of mediation and arbitration equally, unless otherwise awarded by the arbitrator. PARK DISTRICT retains its rights to institute unlawful detainer proceedings.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto with respect to the real property leased herein and the programs to be carried out on the property and no obligation other than those set forth herein will be recognized.

[Signature page follows]

CHANNEL ISLANDS YMCA,
a California Nonprofit Corporation

ISLA VISTA RECREATION & PARK DISTRICT,
a political subdivision of the State of California

By _____
Print Name: _____
Title: President

By: _____
Jeffrey Lindgren, General Manager

ATTEST:

ATTEST:

Secretary

Secretary

EXHIBIT A
DESCRIPTION OF
LEASED LAND
[AND RESTROOM BUILDING]
(Attached)