

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF OXNARD AND
COUNTY OF VENTURA REGARDING CHANNEL ISLANDS HARBOR**

This Memorandum of Agreement (“MOA”) is made and entered into this ____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation (“City”), and the County of Ventura, a political subdivision of the State of California (“County”) (collectively referenced as “the Parties”).

WITNESSETH:

WHEREAS, in 1963, the Parties entered into an Annexation Agreement (“Agreement”) that provided for the annexation of certain unincorporated land then within the County by City, which land County owns in fee and has since developed as Channel Islands Harbor, a small craft harbor adjacent to the Pacific Ocean and lying between Harbor Boulevard to the west and Victoria Avenue to the east, south of Channel Islands Boulevard (“Channel Islands Harbor”); and

WHEREAS, pursuant to the terms of the Agreement (as amended), the City agreed to maintain specific portions of the landside area of the Channel Islands Harbor (as that term is later defined) and the County agreed that the City would issue all building permits within the Channel Islands Harbor; and

WHEREAS, although the Agreement expired in 2015, the Parties now wish to enter into this MOA to address some of the issues originally covered by the Agreement; and

WHEREAS, the City specifically finds that providing City maintenance of public streets within Channel Islands Harbor and of Peninsula Park and Channel View Park fulfils a public purpose and provides for the public health, safety and welfare of the City’s residents.

NOW, THEREFORE, the Parties agree as follows:

Definitions

Landside: The land area of Channel Islands Harbor located within the City.

Waterside: The unincorporated water area of the Channel Islands Harbor.

Maintenance: The routine and customary care and replacement of grounds, buildings, irrigation systems, lighting, and pavement, and the like, not requiring significant outlays of capital.

Capital Improvement: The installation, construction or reconstruction of public improvements.

City and County Maintenance and Service Obligations within Channel Islands Harbor

1. City shall maintain Peninsula Park and Channel View Park within Channel Islands Harbor. Said maintenance shall be at no cost to the County and shall be at the same frequency and service level as provided to other City parks located outside of Channel Islands Harbor. Notwithstanding any language in this MOA to the contrary, capital re-investment or

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replacement of public facilities desired by the County at Peninsula Park and Channel View Park shall be the responsibility of the County.

2. The City shall maintain public streets within the Channel Islands Harbor. Said maintenance shall be at no cost to the County and shall be at the same frequency and service level as provided to City streets located outside of Channel Islands Harbor. During the term of this MOA, capital re-investment or replacement of public streets within the Channel Islands Harbor shall be the responsibility of the City.

3. The City shall provide and service refuse containers to control litter and service public refuse needs at Peninsula Park and Channel View Park at no cost to the County.

4. At no cost to the County, the City shall maintain public street lighting located directly adjacent to public streets within Channel Islands Harbor and lighting at Peninsula Park and Channel View Park. During the term of this MOA, capital re-investment or replacement of such public street lighting and lighting shall be the responsibility of the City.

5. It is the City's position that, because the landside of the Channel Islands Harbor is located within the corporate boundaries of the City and based upon past pattern and practice, all development that is not a County project used solely for a public purpose must first obtain all building permits from the City. It is the County's position that the County is the proper agency to issue all building permits within the landside portion of the Channel Island Harbor. Reserving the City and County's respective rights and legal positions regarding this matter, **during the term of this MOU and any extensions thereof**, the County agrees that all development within the landside portion of the Channel Island Harbor shall first obtain building permits from the City unless the development is a County project used solely for a public purpose.

General Requirements and Conditions

6. Neither the City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County or its officers and employees under or in connection with any work, authority, jurisdiction, or delegation of power to County made pursuant to the terms of this MOA. Pursuant to Government Code section 895.4, County shall fully indemnify and hold City harmless from any and all liability imposed for any injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by County or its officers and employees under or in connection with any work, authority, jurisdiction, or delegation of power to County pursuant to the terms of this MOA.

7. Neither the County nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City or its officers and employees under or in connection with any work, authority, jurisdiction, or delegation of power to City made pursuant to the terms of this MOA. Pursuant to Government Code section 895.4, City shall fully indemnify and hold County harmless from any and all liability imposed for any injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by City or its officers and employees under or in connection with any work, authority, jurisdiction, or delegation of power to City pursuant to the

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terms of this MOA.

8. The term of this MOA shall be for a period of five (5) years, commencing on the date this MOA is executed by both Parties, and may be extended for an additional five (5) years upon mutual agreement by the Parties. **The Parties' respective obligations pursuant to Sections 1 through 5 shall cease upon the expiration or termination of this MOA.**

9. In the event that any provision or provisions of this MOA are adjudged to be for any reason unenforceable or invalid, it is the specific intent of the Parties that the remaining provisions of this MOA be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by the parties' authorized officials in Ventura County, California, on the date(s) set forth above.

CITY OF OXNARD

COUNTY OF VENTURA

By: _____
Tim Flynn, Mayor

By: _____
John C. Zaragoza
Chair, Board of Supervisors

ATTEST:

ATTEST: Michael Powers
Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Michelle Ascencion, City Clerk

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:

Stephen Fischer, City Attorney