



**CITY COUNCIL AGENDA REPORT**  
**REPORTS**  
**AGENDA ITEM NO. N.1**

**DATE:** May 18, 2021  
**TO:** City Council  
**FROM:** Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org  
**SUBJECT:** County of Ventura: Channel Islands Harbor Cooperation Agreement; First Amendment to Lease Agreement (Channel Islands Harbor Fire Station); Resolution regarding Property Tax Sharing. (0/15/15)

**RECOMMENDATION**

That the City Council:

1. Approve a Cooperation Agreement (A-8338) with the County of Ventura (County) as it relates to the Channel Islands Harbor (Harbor), inclusive of Fire Station No. 6, and a city-wide tax sharing agreement.
2. Approve the First Amendment to Lease Agreement (Channel Islands Harbor Fire Station) {A-7294}.
3. Adopt a resolution for tax sharing related to annexations entitled:

“JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AND THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA  
AGREEING TO THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES FOR TRANSFERS OF  
SERVICE RESPONSIBILITIES AND BOUNDARY  
CHANGES BETWEEN THE CITY AND THE COUNTY”.

(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/AHPJwMkTEml>

**BACKGROUND**

In 1963, the City of Oxnard (City) and the County entered into an Annexation Agreement (Agreement) related to the development of Harbor. The Agreement arose from the County’s need for infrastructure to develop the Harbor, including water and sewer services, streets and park areas. In exchange for the City providing specific services and infrastructure (including, but not limited to, maintenance of parks and paying the associated costs for utilities), the County agreed to annex the land portion of the Harbor into the City instead of the City of Port Hueneme, which also sought to have the Harbor annexed within its corporate boundaries. Because of the annexation, the City receives its share of sales tax, possessory interest taxes, and transient occupancy taxes.

In the 50 plus years that followed, there were seven amendments and two time extensions to the Agreement. The 1963 Agreement expired in 2015, at which time the City was no longer obligated to maintain County owned land and assets within the Harbor, however with Council authorization, the City continued maintenance and the payment of utility bills associated with specific County owned land until June 8, 2018.

There was also a separate 1976 lease agreement between the City and County for City Fire Station No. 6 (Channel Islands Harbor Fire Station), located at the intersection of Peninsula Road and Channel Islands Boulevard. The Fire Station Lease Agreement terminates in 2033.

Another relevant arrangement between the City and County relates to tax sharing. Section 99 of the Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, all agencies whose service area or service responsibilities would be altered by such change shall determine the amount of property tax revenues to be exchanged between and among those affected agencies. To comply with this regulation, in 1983, the County and City approved a resolution that provided for the sharing of property taxes for all future annexations pursuant to a specific formula. Annexations to the City have been allowed per this resolution. However, the County sent a letter to the City on November 6, 2018 indicating that the 1983 tax sharing resolution would terminate on December 31, 2018. Without a tax sharing resolution, properties and projects cannot be annexed into the City. The termination of the 1983 tax sharing resolution specifically prevented a 167 unit market rate affordable/deed restricted affordable residential project (Rio Urbana) to proceed through the Ventura Local Agency Formation Commission (LAFCO) annexation process.

## **DISCUSSION**

The proposed Channel Islands Harbor Cooperation Agreement (the Cooperation Agreement) addresses items specific to County and City common concerns and public benefits. As part of this agreement, the City and County would agree to work together to address water quality as well as to facilitate redevelopment of specific parcels for projects that are consistent with the goals of the California Coastal Act and provide for greater public access and utilization of this coastal resource.

The Cooperation Agreement also provides that the City will continue to process specific street vacations, as well as process and issue building permits within the Harbor, except for the proposed Hyatt House project on Peninsula Road. Although the County will issue the building permits for that project, the County will collect the applicable City developer impact fees and forward those fees to the City.

Maintenance was a major element of the 1963 Agreement. In the spirit of cooperation, under the proposed terms of the Cooperative Agreement, the City would contribute 50% of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021. The Cooperation Agreement provides that the City contribute 50% of the maintenance costs for an additional two (2) years if the Hyatt Hotel Project (Hotel Project) on Peninsula Road has not been issued a certificate of occupancy by June 30, 2024. In that case, the City would then pay the lesser of (i) 50% of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 per year, or (ii) the pro rata share of \$200,000 a year calculated through the actual date that the certificate of occupancy is issued for the Hotel Project. However, under no circumstances would the City's contribution towards maintenance costs of the County-owned public areas of the Harbor extend later than June 30, 2026.

In addition, under the terms of the proposed Cooperation Agreement, the City would construct specific one-time public projects within the Harbor that would benefit the residents of the City and the County, and other visitors to the Harbor. The City would fund the replacement or repair, over the next five years, of the following projects:

1. The public parking lot and replacement of the bathroom at Kiddie Beach, with a not-to-exceed amount of \$475,000;
2. Half of the cost to repave the parking lots adjacent to Harbor Boulevard, with a not-to-exceed amount of \$1,000,000;
3. Lamps in existing light poles along Harbor Boulevard, with a not-to-exceed amount of \$120,000;
4. Half of the cost to replace the public restroom at Peninsula Park (which will not include a shower or meeting space), with a not-to-exceed amount of \$162,500; and
5. Repaving of Peninsula Road after the Hotel Project is completed. It is estimated that the repaving would cost \$506,000.

As mentioned in the Background Section of this report, there is a separate 1976 lease agreement (Channel Islands Harbor

Fire Station) for City Fire Station No. 6. Section 9 of the Cooperation Agreement provides for an amendment to extend the fire station lease to August 31, 2050. This extension provides for fire protection services to the Harbor area and to nearby City and County residents. Section 9 also provides the City with the option of expanding the fire station lease area approximately 85 feet to the west for fifty (50) years from the date of occupancy of the expanded Fire Station No. 6. The "First Amendment to Lease Agreement" Exhibits will be incorporated into the document prior to the May 18, 2021 Council meeting.

Lastly, the Cooperation Agreement provides for a new tax sharing resolution. The attached tax sharing resolution is consistent with the 1983 resolution except for the term. The proposed term of the new resolution is 25 years, of which at fifteen (15) years from the date of this resolution, either party may terminate this agreement as of the 31st day of December of any year during the remaining term of this resolution upon notice in writing to the other party not less than thirty (30) days prior to the date of such termination.

## **STRATEGIC PRIORITIES**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

## **FINANCIAL IMPACT**

The Cooperation Agreement provides for the City to pay the County \$200,000 annually from the General Fund towards maintenance for three years; and possibly two additional years if certain terms are triggered. The budget for the maintenance will be proposed in the FY 21-22 budget. In addition, over 5 years, the capital costs outlined in the Cooperation Agreement total a not-to-exceed amount of \$2,263,500, also from the General Fund. Appropriation request will be brought back to City Council as the capital projects are ready to move forward.

From a revenue perspective, once completed, the Hotel Project is projected to bring in \$900,000 - \$1,000,000 annually in new transient occupancy tax. In addition, the Cooperation Agreement provides for cost recovery for City planning and building services.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Ashley Golden, Assistant City Manager, Kenneth Rozell, Chief Assistant City Attorney*

## **ATTACHMENTS**

1. A-8338 County-City Cooperation Agreement 4-29-21
2. A-7294 First Amendment to Lease Agreement (Channel Islands Harbor Fire Station)
3. 1976 Fire Station Agreement (A-7294)
4. Tax Sharing Resolution
5. CIH Agreement Powerpoint 5.18.21.ppt

## CHANNEL ISLANDS HARBOR COOPERATION AGREEMENT

DATED AND EFFECTIVE \_\_\_\_\_, 2021

COUNTY OF VENTURA AND CITY OF OXNARD

This Channel Islands Harbor Cooperation Agreement (“Cooperation Agreement”), effective as of the last date signed below (“Effective Date”), is made and entered into by and between the County of Ventura (“County”) and the City of Oxnard (“City”). County and City maybe referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, the County and the City desire to enter into this Cooperation Agreement to address certain issues of specific common concern, some of which were addressed in the expired 1963 Annexation Agreement, as amended, between the County and the City;

WHEREAS, the County and City desire to establish an engagement process for development projects in the Channel Islands Harbor (“Harbor”) that are proposed to be constructed by the County’s lessees;

WHEREAS, the County and the City wish to agree to specific one-time funding for specific public projects within the Harbor that the Parties agree will benefit the residents of the City of Oxnard, as well as residents of Ventura County and other visitors to the Harbor;

WHEREAS, the County and City desire to facilitate reconfiguration of Peninsula Road to allow for the development of the Hyatt Hotel project on Peninsula Road (“Hotel Project”);

WHEREAS, the County and City desire to reaffirm their relationship regarding the water quality issue in the Oxnard Waterways portion of the Harbor;

WHEREAS, the County and City desire to enter into a master tax sharing agreement regarding annexation of County land into City; and

WHEREAS, the County and the City wish to amend the existing lease agreement (“Lease Agreement”) for Fire Station #6 (“Fire Station”) so that this facility will remain available to provide fire protection services to the Harbor area and to nearby City and County residents;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

**AGREEMENT**

1. The County and the City agree to work together in good faith through the Harbor Vision process to identify short-term and long-term goals for the

Harbor, including infrastructure to facilitate the greater public access and utilization of this coastal resource, and approaches and processes for the redevelopment of specific parcels within the Harbor that are consistent with the goals of the California Coastal Act. If the City determines that the projects that are subsequently proposed by the County are in the best interests of the Harbor, the City of Oxnard and Ventura County as a whole, then the City will support the projects (including any necessary Public Works Plan amendments and/or Local Coastal Plan amendments) before the California Coastal Commission.

2.
  - a. Solely as a condition of this Cooperation Agreement in order to benefit the residents of the City of Oxnard and not based upon any other existing obligation of the City, the City shall contribute 50 percent of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021. The County shall continue to be responsible for the maintenance of these County-owned public areas of the Harbor, including parks, parking lots, trees, and restrooms. If the Hotel Project has not been issued a certificate of occupancy by June 30, 2024, then the City shall then pay the lesser of (i) 50 percent of the maintenance costs of the County-owned public areas of the harbor, not to exceed \$200,000 per year, for an additional two (2) years; or (ii) the pro rata share of the amount specified in Section 2(a)(i) calculated through the actual date that the certificate of occupancy is issued for the Hotel Project. Notwithstanding any language in this Section 2 to the contrary, under no circumstances shall the City's contribution towards maintenance costs of the County-owned public areas of the Harbor extend later than June 30, 2026.
  - b. The County will invoice the City on December 1st and May 31st each year of the described time period for 50 percent of the maintenance costs of the County-owned public areas of the Harbor in a not-to-exceed amount of \$100,000 each, with City payment to the County due within sixty (60) days of receipt of the invoice. At the end of the period specified in Section 2(a), it is anticipated, but not required, that the County will have either established a developer-funded mechanism to cover the maintenance costs (i.e. a CFD or LMD) or determined another revenue source to cover the on-going maintenance costs of the County-owned property within the Harbor. Notwithstanding any language in this Section 2(b) to the contrary, at the end of the time period specified in Section 2(a), the City shall cease contributing funding of any kind for the maintenance of the County-owned public areas within the Harbor.

3. Solely as a condition of this Cooperation Agreement in order to benefit the residents of the City of Oxnard and not based upon any other existing obligation of the City, the City agrees to fund the replacement or repair of the following improvements within five (5) years as follows:
  - a. The public parking lot at Kiddie Beach, with a not-to-exceed amount of \$150,000;
  - b. One-half of the cost to replace the parking lots adjacent to lease areas D-2, E, H-1, and H-2, along Harbor Blvd with a not-to-exceed amount of \$1,000,000. The County agrees to fund 50 percent of the cost of this project and all amounts exceeding \$2,000,000 in total project costs;
  - c. Lamps in existing light poles along Harbor Boulevard, with a not-to-exceed amount of \$120,000;
  - d. One-half of the cost to replace the public restroom at Peninsula Park (which will not include a shower or meeting space) with the standard Exeloo Jupiter Twin, with the a not-to-exceed amount of \$162,500. The County agrees to fund 50 percent of the cost of this project and all amounts exceeding \$325,000 in total project costs.; and
  - e. Replacement of a public restroom with the standard Exeloo Jupiter Twin at Kiddie Beach, with a not-to-exceed amount of \$325,000.

The Parties agree that the described repaired or replaced infrastructure will be the ongoing financial responsibility of the County. Except as specifically stated in Section 2, the City will not have financial obligations or obligation of any kind relating to improvements on County-owned property within the Harbor, which shall remain the ongoing obligation of the County.

4. Provided the Hotel Project is completed by June 30, 2024, at the conclusion of the construction for the Hotel Project, the City will repave, to the City's standards, Peninsula Road from W. Channel Islands south to the area that will be improved by the Hyatt House. The estimated cost of this repaving is \$506,000.
5. Within 120 days of the Effective Date of this Cooperation Agreement, City will process the vacation of the City's interest in the portion of Peninsula Road that will be reconfigured at the expense of the County or its designee for the Hotel Project. This vacation will be processed without application by the County and without prejudice to the County's position that no vacation is



required. The vacation will become effective at such time that the City and the County exchange quitclaim deeds that:

- a. From the City, deed to the County the City's interests in the portion of Peninsula Road to be reconfigured for the Hotel Project; and
  - b. From the County, deed to the City an easement in the portion of Peninsula Road to be reconfigured for the Hotel Project that is necessary for public safety access across the cul de sac at the end of Peninsula Road.
- 6.
- a. 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.
  - b. Reserving the City and County's respective rights and legal positions regarding this matter, except as specifically outlined below regarding the Hotel Project, the City will continue to process and timely issue building permits for projects in the Harbor.
  - c. For the Hotel Project only, the County will issue the building permits for the Hotel project; provided, however, that at or before the County issues any building permits for the Hotel Project, the County shall assess the City developer impact fees determined by the City, the County shall collect all of the City's developer impact fees as determined by the City, and the County shall timely transmits such fees to the City. The County shall not issue any building permits for the Hotel Project until all of the requirements specified in this Section 6(c) have occurred.
7. The County will continue to assist the City in evaluating solutions to the Harbor's water quality issue, including assistance in funding solution(s) and exploring the One Harbor CFD concept for the purpose of improving and maintaining water quality in the entire Harbor.
  8. Within ninety (90) days from the effective date of this Cooperation Agreement, County and City will enter into a 25-year Master Tax Sharing Agreement on terms consistent with the 1983 tax sharing agreement, except that the new agreement shall include language indicating that the agreement

may not be unilaterally terminated by either Party during the first 15 years of this 25-year term.

9. Within 180 days from the Effective Date of this Cooperation Agreement, the County and City shall amend the Fire Station Lease Agreement to (a) extend the term from August 31, 2033 to August 31, 2050, (b) increase the leased area up to 85 feet westerly (at the City's option) to accommodate an expansion of the Fire Station, and (c) if the Fire Station is expanded westerly, the term of the Lease Agreement shall be automatically extended for 50 years from the date of the occupancy of the expanded Fire Station, instead of the extension of the term to August 31, 2050 under this Section 9.

10. For a period of five years from the Effective Date of this Cooperation Agreement, the City will process the vacation of, and at such time that the vacation(s) are finalized, will thereafter deed to the County the City's interests in, the following streets, if requested in writing by the County, in order to provide for more efficient land use planning and additional leasable land area for the County:

- a. Cabezone Way
- b. Barracuda Way
- c. Bluefin Circle
- d. Albacore Way
- e. Curlew Way
- f. Murre Way
- g. Pelican Way

11. This Cooperation Agreement shall remain in effect for 25 years from the Effective Date.



CITY OF OXNARD

COUNTY OF VENTURA

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John C. Zaragoza  
Mayor

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Linda Parks  
Chair of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney

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Tiffany North, County Counsel

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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Alexander Nguyen  
City Manager

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Michael Powers  
Chief Executive Officer



**FIRST AMENDMENT TO LEASE AGREEMENT**

**(Channel Islands Harbor Fire Station)**

This First Amendment to Lease Agreement (Channel Islands Harbor Fire Station) (hereafter, this "First Amendment"), effective as of the date last signed below, is made and entered into by and between the County of Ventura ("County") and the City of Oxnard ("City" or "Tenant"). County and City maybe referred to individually as "Party" or collectively as "Parties."

**RECITALS**

WHEREAS, the County and the City entered into that certain Lease Agreement (Channel Islands Harbor Fire Station) (hereafter the "Agreement"), effective August 31, 1976;

WHEREAS, subsequent to the Parties entering into the Agreement, the City constructed a City fire station on the site that is now known as Fire Station 6 ("Fire Station") on the Premises;

WHEREAS, the County and the City wish to amend the existing Agreement to extend the term of the Agreement and provide the City with the option to increase the real property leased from the County in order to accommodate an expansion and/or replacement of the Fire Station; and

WHEREAS, the County and the City wish to amend the existing Agreement so that the Fire Station will continue to remain available to provide fire protection services to the Harbor area and to the nearby City and County residents;

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this First Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and City agree as follows:

1. **Amendment to Section 1. of the Agreement: Property Leased.** Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1. **PROPERTY LEASED.** The County hereby leases to Tenant and Tenant hereby rents from the County the real property located in the County of Ventura, State of California, described as follows:

- A. The site containing .39 acres of land at the Channel Islands Harbor located near the intersection of Channel Islands Boulevard and Peninsula Road, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The site is benefited by a 10-foot floating easement providing a right-of-way

from the westerly property line to the water frontage for Fire Boat facility access as depicted in Exhibit B, attached hereto and incorporated herein by this reference.

B. If Tenant elects to expand or replace the existing Fire Station, Tenant shall have the option to increase the property leased from the County (“Option to Expand”) an additional 85 feet westerly of the site described in Section 1.A., for the entire width of the current leasehold, which will slant at the southwest corner in order to maintain a 10-foot access for the County between the new leased area and the Harbor rock revetment, and as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference. If Tenant elects to exercise the Option to Expand, Tenant shall do so by providing written notice to the County in accordance with Section 27 of the Agreement. Should Tenant initiate a project to expand the Fire Station, Tenant, at its sole cost and expense, shall: conduct necessary environmental review; obtain required permits and approvals and comply with other applicable laws and regulations.

The property leased as described in Section 1.A. shall be individually referred to as the “Premises” and in the event Tenant exercises its Option to Expand, the property leased as described in Sections 1.A. and 1.B. shall be collectively referred to as the “Premises.””

2. **Amendment to Section 2. of the Agreement: Term.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2. **TERM.**

A. The term of this Agreement shall commence on September 1, 1976 and shall expire on August 31, 2050.

B. Notwithstanding anything in this Agreement to the contrary, if Tenant exercises its Option to Expand as approved by its City Council during the term of this Agreement, the term of this Agreement shall be extended fifty (50) years from the date a certificate of occupancy is issued for the expanded or replaced Fire Station, instead of the extension of the term to August 31, 2050 under Section 2.A.”

3. **Section Headings.** The section headings contained in this First Amendment are for convenience and identification only and shall not limit or define the contents of the sections to which they relate.



4. No Presumption Regarding Drafter. The terms and provisions of this First Amendment have been negotiated and discussed between and among the Parties and their attorneys, and this First Amendment reflects their mutual agreement. Because of the nature of the negotiations and discussions, it is inappropriate to deem any Party to be the drafter of this First Amendment, and therefore no presumption for or against validity or as to any interpretation hereof, based on the identity of the drafter, shall be applicable in interpreting or enforcing the First Amendment.

5. Severability. If any part of this First Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the First Amendment or the Agreement which it amends. The other parts of this First Amendment and the Agreement which it amends shall remain in effect as if this First Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this First Amendment and the Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the First Amendment does not take effect, then the provisions of the Agreement shall remain in full force and binding upon the Parties.

6. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

7. Effective Date. After this First Amendment has been signed by authorized representatives of each of the Parties hereto, this First Amendment shall become effective immediately.

8. Definitions. All terms not specifically defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

9. Impact of First Amendment on Agreement. Unless otherwise specifically amended by this First Amendment, all provisions of the Agreement shall remain in full force.

To effectuate this First Amendment, the Parties have caused their duly authorized representatives to execute this First Amendment on the dates set forth below.

CITY OF OXNARD

COUNTY OF VENTURA

\_\_\_\_\_  
John C. Zaragoza                      Date  
Mayor

\_\_\_\_\_  
Linda Parks                              Date  
Chair of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Tiffany North, County Counsel

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Alexander Nguyen  
City Manager

\_\_\_\_\_  
Michael Powers  
Chief Executive Officer

Attachment A

Legal Description

[TO BE ATTACHED]

Attachment B

[TO BE ATTACHED]

Attachment C

[TO BE ATTACHED]



## LEASE AGREEMENT

(Channel Islands Harbor Fire Station)

THIS LEASE, hereinafter called "Agreement," is made and entered into, by and between:

COUNTY OF VENTURA

hereinafter called "County" and

CITY OF OXNARD

hereinafter called "Tenant."

The parties agree that:

1. PROPERTY LEASED. County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located in the County of Ventura, State of California, described as follows:

The site contains .39 acres of undeveloped land at the Channel Islands Harbor near the intersection of Channel Islands Boulevard and Peninsula Road. It is benefited by a 10-foot floating easement providing a right-of-way from the Westerly property line to the water frontage for future Fire Boat facility access, as shown in Exhibit B.

2. TERM. The term of this Agreement is fifty seven years, commencing on the first day of the calendar month following day of execution by County. <sup>1st day, 1976</sup> Prior to termination of the lease, the parties hereto shall negotiate for an extension of the term of the lease. The negotiations shall take into consideration the County master plan for the use of the fire station site, the need for fire protection in the area, the value of the fire station improvements, their suitability for other uses and the potential highest and best use of the site.

*Expires Aug 21, 2033*

*94-R*

3. CONSIDERATION. Tenant shall, as consideration for this conveyance of leasehold interest, construct a fire station on the Premises, within one (1) year after the commencement of this Agreement. All design, review of plans, and construction of improvements shall be as provided in "County Design Criteria for Construction by Lessees 1971."

4. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of County.

Construction, operation and maintenance of a fire station facility and attendant function.

5. FIRE INSURANCE. County will not keep property insured against fire, or any other insurable risk and Tenant waives the right to claim damages from the County for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause, excepting damage or destruction caused by the negligence of County.

6. UTILITIES. Tenant shall make provisions for and shall pay all charges for all utilities serving the Premises.

7. JANITORIAL SERVICES. Tenant shall provide all janitorial services and supplies, and shall provide proper containers for regular collection of all trash and rubbish material. Tenant shall maintain the Premises at all times in a neat, orderly and safe condition.

8. REPAIRS AND MAINTENANCE BY COUNTY. No repairs of any nature will be performed by the County unless the County deems them necessary and in the best interest of the County.

9. MAINTENANCE AND REPAIR BY TENANT. Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all improvements, installations and facilities located thereon, including landscape improvements and painting of equipment and structures, in first class condition and repair, ordinary wear and tear excepted.

10. COMPLIANCE WITH LAW. Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all federal, state and local laws and ordinances concerning said property and use thereof.

11. DISCRIMINATION. Tenant agrees not to discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the Premises.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Tenant except to occupy or use said Premises, or any portion thereof, without the prior written consent of County Executive, or an authorized representative, but consent to the assignment of all of the Premises shall be unreasonably withheld. A consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. This Agreement shall not, nor shall any interest therein, be assignable, as to the interest of Tenant, by operation of law, without the written consent of County Executive, or an authorized representative. Any assignment or subletting without such consent shall be void, and shall, at the option of County Executive, terminate this Agreement.

13. DEFAULT OR BREACH. Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

14. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

15. ACQUIESCENCE. No acquiescence, failure or neglect of any party hereto to insist on strict performance of any or all of the terms hereof in one instance shall be considered or constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

16. PARTIES BOUND AND BENEFITED. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.



17. TIME. Time is of the essence of this Agreement.

18. HOLD HARMLESS. Tenant hereby indemnifies, defends, and holds County, its officers and employees harmless from all claim costs, expenses and liabilities arising out of or in any way connected with the use or occupancy of the Premises by Tenant or its guests, servants, agents, employees, licensees, passengers and invitees.

19. CONDEMNATION. If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. The tenant shall be entitled to participate in an award for damages for taking of property or damage to the remainder to the extent of damage to the extent that its improvements are included in the award for damages.

20. ENVIRONMENT PROTECTION. Tenant shall take all measures available to:

1. Avoid any pollution of the atmosphere or littering of the Harbor caused by or originating in, on, or about Tenant's facilities.
2. Keep the noise level on the Premises to a minimum so that persons in the general neighborhood will not be detrimentally affected.
3. Keep the lights on the Premises from emitting light that could negatively affect the operation of boats or ground vehicles in the area.

21. RIGHT OF TENANT'S PROPERTY. Upon termination of this Agreement, the parties hereto shall negotiate for an extension of time of the lease and for the terms and conditions thereof.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

23. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual written consent of the parties hereto.

24. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

25. GENDER AND NUMBER. For the purpose of this Agreement wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

26. PARAGRAPH HEADINGS. Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

27. NOTICES AND PAYMENTS. All notices required under this Agreement including change of address shall be in writing and all notices and payments shall be made as follows:





AGREEMENT - FIRE SERVICES

THIS AGREEMENT, made and entered into this 31st day of August, 1976, by and between the Ventura County Fire Protection District, hereinafter called DISTRICT, and the City of Oxnard, hereinafter called CITY;

WHEREAS, DISTRICT and CITY are desirous of providing a mutual aid facility in the Channel Islands Harbor area; and

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will provide an engine company station in the Channel Islands Harbor area, hereinafter called STATION, complete with apparatus and manpower levels similar to other fire facilities of CITY.

2. CITY will utilize STATION to provide initial fire suppression and rescue services to both CITY and certain DISTRICT jurisdictional areas, outlined in red on Attachment A, attached hereto and incorporated herein by reference.

3. CITY will make available STATION for emergency services to be utilized pursuant to both automatic aid agreement and mutual aid agreement in existence between DISTRICT and CITY.

4. DISTRICT will provide the following services to the DISTRICT jurisdictional areas, outlined in red on Attachment A:

(a) Respond a "second-in" or "follow-up"

engine company, as indicated in dispatch procedures, and additional assistance as requested.

(b) Provide station coverage as requested in the event that STATION is not available for immediate response within the DISTRICT jurisdictional areas.

(c) Provide fire protection services, including fire cause investigation.

(d) Provide a home fire safety program.

(e) Provide a weed abatement program.

(f) Participate in hydrant rental agreements with water purveyors.

5. DISTRICT will annually pay CITY two-thirds of the property tax revenue generated by multiplying the tax rate of the DISTRICT times the assessed value of the improvements (as opposed to the assessed value of the improvements and the land), contained within the DISTRICT jurisdictional areas, outlined in red on Attachment A. However, in no event will DISTRICT pay CITY in excess of \$60,000 for fiscal year 1976-77. DISTRICT will pay a prorated share of its obligated amount for the first fiscal year if this Agreement is not in effect for the entire fiscal year. The obligated amount for the second and successive fiscal years will vary depending upon changes in the assessed valuation of the improvements within the

9-1-70

DISTRICT jurisdictional areas and in the property tax rate of the DISTRICT. The annual obligated amounts will be due and payable on December 31 of each year.

6. This Agreement shall become effective as of August 31, 1976, and shall continue in full force and effect until June 30, 1981, and shall be renewable thereafter by amendment.

7. Notwithstanding any provisions of paragraph 6 hereinabove, either party may terminate this Agreement as of the first day of July, of any year, upon notice in writing to the other party not less than 60 days prior to the date of such termination.

VENTURA COUNTY FIRE  
PROTECTION DISTRICT



Dated: AUG 24 1976

By [Signature]  
Chairman, Board of Supervisors

CITY OF OXNARD

Dated: Aug. 31, 1976

By [Signature]  
Chairman, City Council



94 of

TO: Paul Nolven, Oxnard City Manager, and  
Monty Lish, Ventura County Executive

The fire chiefs of Oxnard City and Ventura County have been in verbal agreement relative to the necessity for, location of, operation of, and financial formula for the establishing of a joint agency fire station in the Channel Islands Harbor area. Considering budgetary arrangements, governing body approval and legal agreements that are necessary, we submit for consideration what we jointly feel is a fair and reasonable approach.

1. The fire station would provide initial fire suppression and rescue services to both city and county jurisdictional areas. The county areas in question are outlined in red on Attachment A.
2. The apparatus, station and manpower levels would be maintained in a manner similar to the other Oxnard City fire facilities.
3. The emergency services of the engine company would be utilized on both automatic aid agreement and mutual aid agreement in existence between the agencies.
4. The Ventura County Fire Protection District would annually pay the City of Oxnard two-thirds of the fire tax revenue received from the assessed real property values of improvements only for county areas outlined in red on Attachment A. On a first-year basis, FY 76-77, we recognize the fire tax revenue as approximately \$90,000 and would pay a sum not to exceed \$60,000 to the city. The exact amount would be prorated, dependent on how many months the station was in operation during the FY 1976/77.
5. The annual amount to be paid each year would vary, depending upon jurisdictional boundary changes and assessed valuation changes. Annual payments would be due on December 31 for each current fiscal year.

The Ventura County Fire Protection District would provide the following services to the county jurisdictional areas, outlined on Attachment A:

1. Respond a "second-in" or "follow-up" engine company, as indicated in dispatch procedures, and additional assistance as requested.
2. Provide station coverage as requested in the event that the Channel Islands Harbor engine company is not available for immediate response within the designated area.
3. Provide fire prevention services, including fire cause investigation.
4. Continue the home fire safety program in a manner similar to other county areas.
5. Continue the weed abatement program in a manner similar to other county areas.
6. Continue to participate in hydrant rental agreements with water purveyors.

  
Henry Gustafson  
OXNARD FIRE CHIEF

  
S. E. Masson  
VENTURA COUNTY FIRE CHIEF

4-22-76  
Date

4-22-76  
Date

389146

1. General and special taxes for the fiscal year 1988 - 1989, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.



# LEGAL DESCRIPTION

CUT HERE  
BM

389146

Fire Station # 6 / 2601 Peninsula Rd.

A portion of Lots 30 and 31 of Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in the Office of the County Recorder of Ventura County, in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Easterly prolongation of the Southerly line of Channel Islands Boulevard, being parallel with and 100 feet Southerly, measured at right angles from the centerline of Channel Islands Boulevard, (40 feet wide) as shown on the said Rancho Map, and the Northerly prolongation of the Westerly line of Peninsula Road (84 feet wide); thence, along said Westerly line, South  $01^{\circ} 16' 57''$  West 25.03 feet to the true point of beginning; thence continuing along said Westerly line,

1st: - South  $01^{\circ} 16' 57''$  West 50.00 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 15.00 feet; thence along said curve,

2nd: - Southwesterly through a central angle of  $89^{\circ} 55' 19''$ , an arc distance of 23.54 feet; thence,

3rd: - North  $88^{\circ} 47' 44''$  West, 140.89 feet to a tangent curve, concave Northeasterly having a radius of 90 feet and a central angle of  $20^{\circ} 00' 00''$ ; thence, along said curve,

4th: - Northwesterly, 31.42 feet; thence,

5th: - North  $68^{\circ} 47' 44''$  West 14.17 feet; thence,

6th: - North  $01^{\circ} 16' 57''$  East 79.74 feet to the intersection with the Southerly line of said Channel Islands Boulevard; thence, along said Southerly line,

7th: - South  $88^{\circ} 47' 44''$  East 174.95 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 25.00 feet; thence along said curve,

8th: - Southeasterly through a central angle of  $90^{\circ} 04' 41''$ , 39.30 feet to the true point of beginning.

EXCEPT a one-half undivided interest in all the oil, hydrocarbon petroleum and other mineral substances lying below 500 feet from the surface of said land, lying Easterly and Northeasterly of the following described line:

Beginning at a point on the Northerly line of said Lot 29, being also the center line of said Oxnard Road, distant along said Northerly line North  $88^{\circ} 47' 44''$  West 227.66 feet from the Northeasterly corner of said Lot 29; thence,

1st: - South  $18^{\circ} 32' 59''$  East 5543.56 feet to the intersection with the Easterly line of said Lot 7.

EXCEPTIONS:

# CONTRACT FOR EXTENSION OF GAS LINE

Form No. 836564

Service     Main     Service and Main

M.E.O. No. \_\_\_\_\_

TO SUPPLY: No. Units 1 Lot(s) \_\_\_\_\_

Tract No. \_\_\_\_\_

RESIDENTIAL:  Individual     Multi-Family     Subdivision     Tract  
 NON-RESIDENTIAL:  Commercial     Gas Engine     Firm Industrial     Interruptible

Address 2601 Peninsula Rd. City Oxnard

Applicant's Name \_\_\_\_\_

## AGREEMENT FOR FREE EXTENSION ALLOWANCE FOOTAGE

Gas Appliances/Equipment to be installed	Input Rating MBTU	Service	Main
No. _____ Range(s)			
<u>1</u> Water Htr.(s)	<u>62</u>	<u>20</u>	
<u>2</u> Space Heating Unit(s)	<u>200</u>	<u>15</u>	
_____ Cooling Unit(s)			
_____ Clothes Dryer(s)			
<u>1</u> Standby generator	<u>50</u>	<u>-0-</u>	
<u>1</u> BBQ	<u>50</u>	<u>-0-</u>	
_____			
_____			
Maximum Free Allowance		<u>35</u> Ft.	Ft.

When the footage of service pipe required to reach the meter location exceeds the free service footage allowance provided in Rule No. 21, the applicant will be required to advance the cost of such excess footage at \$ 3.15 per foot. If curb meter vault(s) are installed as part of the installation, the dollar value of free service footage allowance may be applied against the cost of the meter vault installation.

Attached equipment list becomes a part of this contract.

Applicant hereby requests Southern California Gas Company to install gas main substantially as follows:

**THIS SECTION NOT APPLICABLE**

### ADVANCE FOR MAIN EXTENSIONS BEYOND FREE FOOTAGE ALLOWANCE IN ACCORDANCE WITH RULE 20

Main Extension Required..... **THIS SECTION NOT APPLICABLE** Ft. **ADVANCE NOT APPLICABLE**  
 Less Allowance(s) for Applicant(s)..... **THIS SECTION NOT APPLICABLE** Ft.  
 Total Advance Required..... Ft. @ \$ \_\_\_\_\_ per ft. = \$ \_\_\_\_\_  
 Amount Advanced By Applicant..... \$ \_\_\_\_\_

### ADVANCES FOR MAIN EXTENSIONS TO SERVE SUBDIVISIONS, TRACTS AND MULTI-FAMILY DWELLINGS IN ACCORDANCE WITH RULE 20.

Advance Required..... \$ \_\_\_\_\_  
 Amount Postponed..... \$ \_\_\_\_\_  
 Advance Payable With This Contract..... \$ \_\_\_\_\_

Installation will be made by Southern California Gas Company according to Rule 20 for main extension and Rule 21 for service extension, as filed by the Company with the California Public Utilities Commission. Terms of this contract are subject to conditions shown on the reverse side. A copy of the rule(s) will be provided upon request.

SOUTHERN CALIFORNIA GAS COMPANY

Applicant CITY OF OXNARD

By \_\_\_\_\_

By Paul E. Wolven

Paul E. Wolven

Date 12-7 S.F.V.

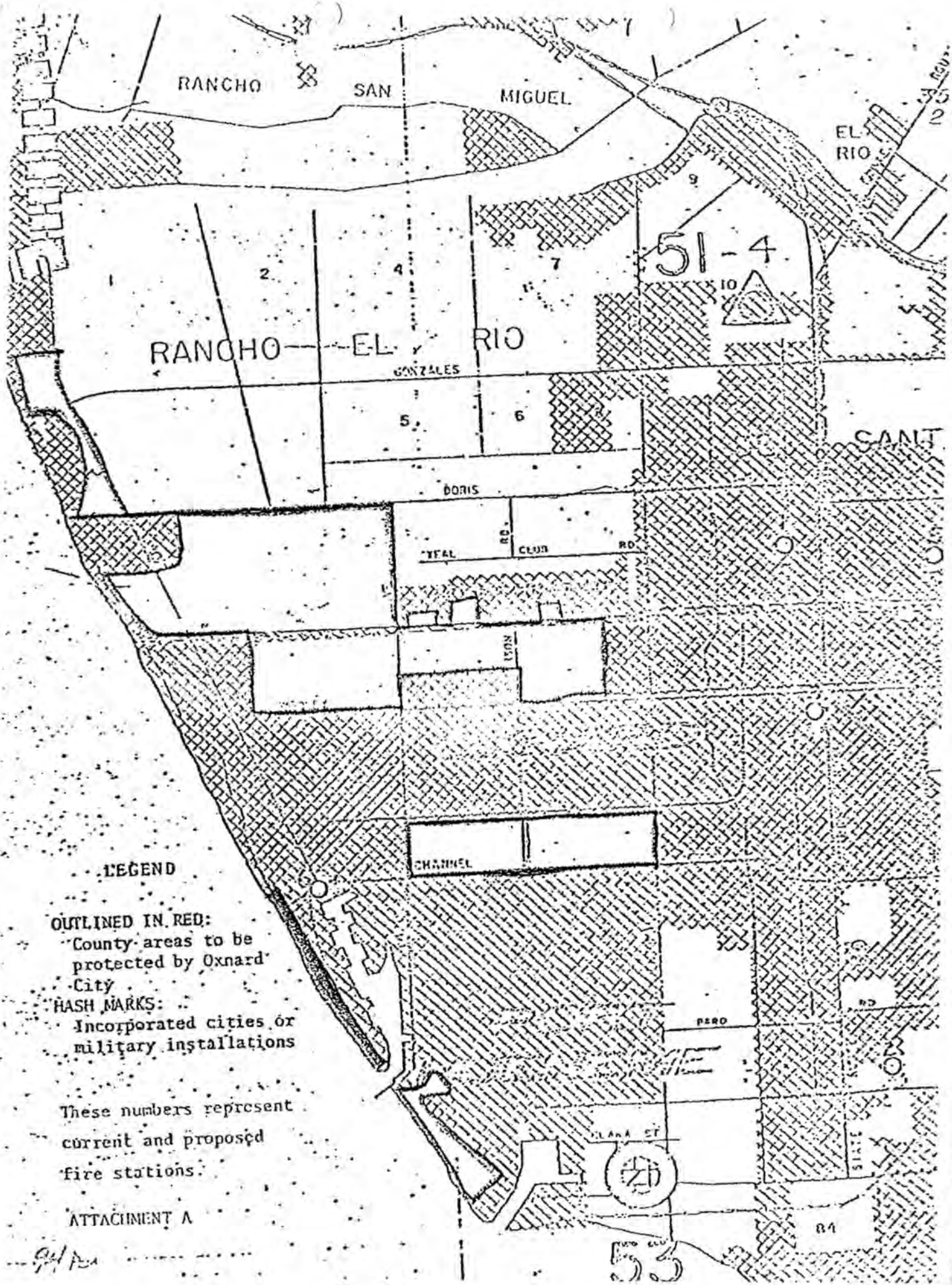
Title City Manager

Division \_\_\_\_\_

Mail Address 305 West Third St., Oxnard







**LEGEND**

OUTLINED IN RED:  
County areas to be  
protected by Oxnard  
City

HASH MARKS:  
Incorporated cities or  
military installations

These numbers represent  
current and proposed  
fire stations.

ATTACHMENT A

*Handwritten initials*

**JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AND THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA  
AGREEING TO THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES FOR TRANSFERS  
OF SERVICE RESPONSIBILITIES AND BOUNDARY  
CHANGES BETWEEN THE CITY AND THE COUNTY**

**WHEREAS**, Section 99 of the Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, all agencies whose service area or service responsibilities would be altered by such change shall determine the amount of property tax revenues to be exchanged between and among such affected agencies; and

**WHEREAS**, it is specified that such jurisdictional change shall become effective only after each affected county and city agrees by resolution to accept a negotiated exchange of property tax revenues; and

**WHEREAS**, in the event a jurisdictional change affects the service area or service responsibility of one or more special districts, the Board of Supervisors of the county in which such districts are located shall negotiate any exchange of property tax revenues on behalf of the districts, and

**WHEREAS**, the adopting agencies shall notify the County Auditor-Controller who shall adjust the amount of property tax revenues determined for each local agency whose service area or service responsibility would be altered by such jurisdictional change.

**NOW, THEREFORE, BE IT RESOLVED:**

1. For all territory annexed to the City of Oxnard (City), effective in the fiscal year commencing after the calendar year of the effective date of the annexation, the County of Ventura (County) will transfer to the City an amount equal to 13.74% of the County's general fund share of the 1% property tax, such that the County share is permanently reduced and the City share permanently increased for the applicable tax rate area (TRA) by this percentage.

2. The Ventura County Fire Protection District, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, will permanently transfer to the City an amount equal to 100% of its share of the 1% property tax for the applicable TRA.
3. The Ventura County Library District, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, will permanently transfer to the City an amount equal to 100% of its share of the 1% property tax for the applicable TRA.
4. For all territory detached from the City, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the County an amount equal to 60% of the City's share of the 1% property tax, such that the City share is permanently reduced and the County share permanently increased for the applicable TRA by this percentage.
5. For all territory detached from the City, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the Ventura County Fire Protection District an amount equal to 30% of the City's share of the 1% property tax, such that the City share is permanently reduced and the Ventura County Fire Protection District share permanently increased for the applicable TRA by this percentage.
6. For all territory detached from the City, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the Ventura County Library District, an amount equal to 10% of the City's share of the 1% property tax, such that the City share is permanently reduced and the Ventura County Library District share is permanently increased for the applicable TRA by this percentage.
7. Pursuant to Section 3 of Article XIII B of the California State Constitution, it is hereby agreed the County, Ventura County Fire Protection District and Ventura County Library District will provide for an appropriation limit transfer to the City



equal to the revenue determined by the tax transfer percentages as outlined in Section 1, 2 and 3, in the fiscal year commencing after the calendar year of the effective date of the annexation.

8. This resolution shall apply to all City boundary changes, but does not apply to any annexation of water areas of the Channel Islands Harbor, and shall be in effect until terminated by either party as provided in Section 12 below.
9. If there are other jurisdictional changes which occur concurrently with the annexation of territory to the City (such as detachments or annexations to special districts not mentioned in this resolution), there shall be no exchange of property tax revenues in conjunction with those jurisdictional changes.
10. An executed copy of this resolution shall be submitted to the County Auditor-Controller who shall make the appropriate adjustments as provided in subdivision (a) of Section 99 of the Revenue and Taxation Code.
11. An executed copy of this resolution shall be submitted to the Ventura Local Agency Formation Commission.
12. Starting fifteen (15) years from the date of this resolution, either party may terminate this agreement as of the 31<sup>st</sup> day of December of any year during the remaining term of this resolution upon notice in writing to the other party not less than thirty (30) days prior to the date of such termination. For jurisdictional changes completed prior to such notice, the arrangements identified in Sections 1, 2, 3, 4, 5 and 6 are not subject to termination.
13. The term of this resolution shall be for twenty-five (25) years from the date of this resolution.

CITY OF OXNARD

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer  
City Attorney

COUNTY OF VENTURA

---

Chairman, Board of Supervisors      Date

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

By: \_\_\_\_\_  
Deputy Clerk of the Board

APPROVED AS TO FORM

---

Tiffany North  
County Counsel

# Channel Islands Harbor Cooperation Agreement; Fire Station Agreement Amendment; and Tax Sharing Resolution with the County of Ventura

Ashley Golden, Assistant City Manager  
Ken Rozell, Chief Assistant City Attorney

May 18, 2021  
City Council

# Channel Islands Harbor Map





- 1963 Agreement related to the development of the Channel Islands Harbor
  - Annexation in exchange for infrastructure & services
  - City receives local share of taxes
- Seven amendments and two time extensions
  - City stopped services and utility payments in 2018

- Separate 1976 lease agreement for Fire Station 6
- 1983 Master Tax Share Agreement (MTSA)
  - November 6, 2018 the County gave notice to terminate the MTSA, effective December 31, 2018.

- Harbor Redevelopment
  - Maintenance
  - Capital Improvement Projects
  - Street Vacations
  - Building Permits
  - Water Quality
  - Master Tax Share Agreement
  - Extension of Fire Station Agreement
-

- City to contribute 50% of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021.
- Per specific terms related to the Hyatt House Hotel, the City may contribute towards maintenance costs for no more than an additional two (2) years.
- Under all circumstances the City's contribution towards maintenance cease by June 30, 2026.

- Public parking lot and replacement of the bathroom at Kiddie Beach (\$475,000)
  - Repaving of the parking lots adjacent to Harbor Blvd. (\$1,000,000)
  - Lamps in existing light poles along Harbor Blvd. (\$120,000)
  - Replace the public restroom at Peninsula Park (\$162,500)
  - Repaving of Peninsula Road (\$506,000)
-



- 1976 lease agreement for City Fire Station No. 6 terminates in 2033.
- First Amendment for the Fire Station Agreement:
  - Extends the existing fire station lease area to August 31, 2050.
  - Provides the City with the option of expanding the fire station lease area 85 feet to the west for 50 years from the date of occupancy of the expanded Fire Station.

- In 1983, the County and City approved a resolution that provided for the sharing of property taxes for all future annexations pursuant to a specific formula.
- County terminated this resolution on December 31, 2018.
  - Without a tax sharing resolution, properties and projects cannot be annexed into the City.
- Proposed resolution is consistent with the 1983 resolution, except for the term.
- Proposed term is for 25 years,
  - At fifteen (15) years from the date of the resolution either party may terminate the agreement as of the 31st day of December of any year.

- City to pay the County \$200,000 annually towards maintenance for three years; and possibly two additional years if certain terms are triggered.
- Capital costs within the Cooperation Agreement total a not to exceed amount of \$2,263,500.
- Cooperation Agreement provides for cost recovery for City planning and building services.
- The Hotel Project is projected to bring in \$900,000 - \$1,000,000 in transient occupancy tax annually to the City.

That the City Council:

1. Approve a Cooperation Agreement with the County of Ventura related to the Harbor area;
2. Approve the First Amendment to a Lease Agreement for the Channel Islands Harbor Fire Station)
3. Adopt a resolution for tax sharing related to annexations



# Discussion