



ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cyndi Hookstra, Management Analyst III *CH* Agenda Item No. I-2

Reviewed By: City Manager *JMH* City Attorney *SME* Finance *JC* Other (Specify) _____

DATE: September 22, 2009

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Department *MH*

SUBJECT: Termination of the Channel Islands Harbor Maintenance Yard Agreement #2075-A

RECOMMENDATION

That City Council recognize the revenue and approve the transfer of funds in the amount of \$19,000 for Corporate Yard improvements project # 997403.

DISCUSSION

On January 14, 1975, the City entered into an agreement with the County of Ventura for maintenance of certain areas at the Channel Islands Harbor. As part of this agreement, a maintenance yard was constructed and the City shared in the cost of the improvements for the yard.

Section 11 of the agreement states that the County may terminate the agreement for the use of the Maintenance Yard with a six month written notice. On January 9, 2009, the City received a letter requesting the termination of this maintenance yard agreement. In addition, this section states the City is to be refunded \$19,000 for its share of the improvement costs upon termination.

Staff is requesting the \$19,000 be transferred to the existing Corporate Yard Improvement project to offset any costs incurred to accommodate the additional vehicles and equipment needing to be stored at the City yard.

FINANCIAL IMPACT

The City received \$19,000 from the County of Ventura for reimbursement of the City's share of the cost of improvements on the premises. Staff is requesting the transfer of funds from 101-5702-581-7523 to 301-7451-826-8605 project # 997403.

MH/clh

Attachment #1 - Termination Letter & County of Ventura Agreement #2075-A
#2 - Special Budget Appropriation



Lyn Krieger
Director

CHANNEL ISLANDS HARBOR
Ventura County Harbor Department
3900 Pelican Way • Oxnard, CA 93035-4367

*Reed
1/12/09*



Telephone (805) 382-3001
FAX (805) 382-3015
www.channelislandsharbor.org

January 9, 2009

Michael Henderson
Deputy Public Works Director
City of Oxnard
1060 Pacific Avenue, #3
Oxnard, CA 93030

SUBJECT: Harbor Maintenance Yard

Dear Michael:

As we have discussed, the Maintenance Yard Agreement between the County of Ventura and the City of Oxnard provides for the termination of the agreement upon payment of \$19,000 and six months written notice.

I am writing to notify you of the County's intent to terminate the Maintenance Yard Agreement, effective six months from this date. If you need some additional transition time, please let me know and we will try to work with you.

Sincerely yours,


Lyn Krieger
Director

Cc: Ed Sotelo, City Manager
Marty Robinson, CEO
Noel Klebaum, County Counsel
Matt Winegar, Director, Community Development Services

2025-A

MAINTENANCE YARD AGREEMENT

(Channel Islands Harbor)

THIS MAINTENANCE YARD AGREEMENT hereinafter called "Agreement" is made and entered into by and between:

COUNTY OF VENTURA

hereinafter called "County", and

CITY OF OXNARD

hereinafter called "City".

WHEREAS, County owns certain real property known as Channel Islands Harbor, and,

WHEREAS, under the terms of an existing agreement, City has certain property maintenance obligations at Channel Islands Harbor, and

WHEREAS, the level of service provided by City would be increased if maintenance yard facilities were available at the Harbor.

WHEREAS, a maintenance yard complex and structure has been constructed at Channel Islands Harbor and is hereinafter referred to as "Premises". The Premises are more particularly shown on Exhibit A, which is attached hereto and made a part hereof by reference, and

WHEREAS, County and City are desirous of jointly using the Premises.

NOW, THEREFORE, the parties agree that:

1. It is the intent of the parties that the purpose of the Agreement is to set forth terms, covenants and conditions for the joint use of the Premises and that no interest in real property is being conveyed or easement created.
2. City's interest in the Premises shall be specifically limited to a non-assignable right for the exclusive use of that area on Exhibit "A" indicated "City", and the non-exclusive use of that portion indicated "common areas". Use of Premises by City shall be limited to the storage, repair and use of equipment and materials used in City's maintenance operations at Channel Islands Harbor.

4-11-74 12-13-74

4-22-74

5-2-74

6-18-74

ATTACHMENT NO. 1

PAGE 2 OF 6

3. As valued consideration for said right to use, City shall, upon the execution of this Agreement by both parties, pay to County the sum of \$19,000.00, as City's share of cost of improvements on Premises.
4. The term of this Agreement shall commence with the execution of the Agreement by County and shall remain in effect so long as that Agreement entered into by and between the City and County dated November 19, 1963, shall be in effect. In the event the aforementioned Agreement of November 19, 1963 is terminated, for any reason, so shall this Agreement terminate.
5. Maintenance of the common areas as indicated on Exhibit A and all cost involved therein shall be equally sustained by the County Harbor Department and City and the County Parks Department. Said common areas shall include the block wall fence along Victoria Avenue, chain link fencing on Premises, and the access road located on the northerly portion of the Premises.
6. City accepts that portion of the Premises to be exclusively occupied by City as being in good and sanitary order, condition and repair. City shall maintain this portion of the Premises in as good a condition as they were when City first received possession thereof, excepting reasonable wear and tear, and shall make all repairs and replacements necessary to that end, except maintenance and repair specifically required under this Agreement to be performed by the County.
7. City and County shall equally sustain the cost of maintaining the foundation, exterior walls and roof on the structure located on the Premises in good repair. Judgment for need of repair of the aforementioned items shall be made by County.
8. County shall be billed by utility companies for service to Premises and shall be reimbursed by City for 33% of all of said charges upon request by County. Such utilities shall not include telephones. Said reimbursements shall be made by City within 30 days of request by County.
9. City shall indemnify, defend, and hold County, its officers, and employees harmless from all claims, costs, expenses and liabilities arising out of or in any way connected with the use or occupancy of the Premises by City or its guests, servants, agents, employees, licensees, passengers or invitees.
10. County shall indemnify, defend and hold City harmless from any loss or damage arising out of or relating to any

death, bodily injury, or property damage resulting from, or in connection with any neglect or misconduct of County, its agents, employees, contractors or patrons.

- 11. If the real property covered by this Agreement is needed for County use or for development of the Harbor, County may terminate this Agreement upon six months written notice to City. County Executive may act on behalf of County. If this Agreement is so terminated, County shall reimburse City in the amount of \$19,000.00.
- 12. County shall maintain throughout the term of this Agreement fire and extended coverage insurance on buildings and improvements subject to this Agreement at their full insurable value. If the buildings or improvements are destroyed or partially destroyed from a cause covered by the insurance required herein, County forthwith shall apply the proceeds from said insurance to the restoration of the buildings and improvements, so that the City may continue its occupancy of the premises. Provided, however, County may provide such insurance through self-insurance.

All payments and notices to City shall be given or mailed to:

City of Oxnard
P. O. Box 1192
Oxnard, California 93030

Attention: Mr. Fletcher Friedman

All payments and notices to County shall be given or mailed to:

County of Ventura
Department of Airports and Harbors
3900 Pelican Way
Oxnard, California 93030

COUNTY OF VENTURA

Dated: Jan. 28, 1975

By John K. Flynn
Chairman, Board of Supervisors

"COUNTY"

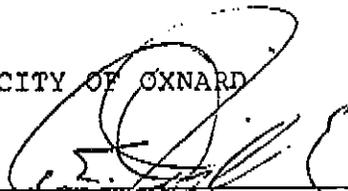
ATTEST:

ROBERT L. HAMM, County Clerk,
County of Ventura, State of
California and ex officio Clerk of
the Board of Supervisors thereof.

By _____
Deputy Clerk

Mainten Yard Agreement
(Channel Islands Harbor)

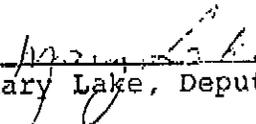
CITY OF OXNARD


A. E. Jewell, Mayor

Dated: January 14, 1975

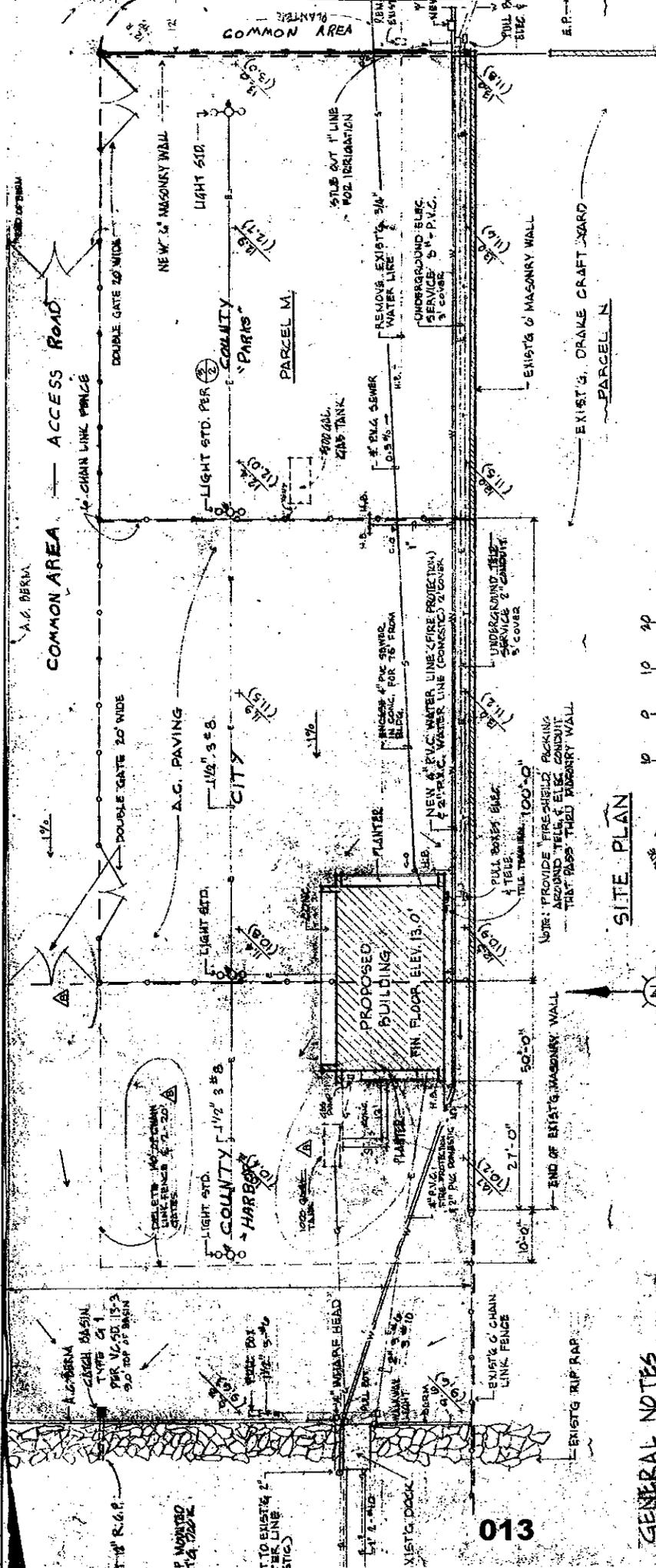
"CITY"

ATTEST:

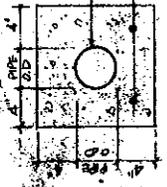
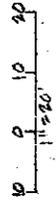
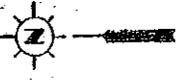
By 
Mary Lake, Deputy City Clerk

RSL:bam

ATTACHMENT NO. 1
PAGE 5 OF 6



SITE PLAN



CONCRETE ENCASED STEEL

GENERAL NOTES

- 1. WATER METER SHALL BE INSTALLED BY WATER CO. & BILLED TO COUNTY HARBOR DEPT. CONTRACTOR SHALL PROVIDE & INSTALL NEW METER BOX.
- 2. OWNER WILL INSTALL CONDUCTORS FROM POWER POLE TO METER AND BILL TO COUNTY HARBOR DEPT. CONTRACTOR SHALL SUPPLY & INSTALL CONDUIT FROM METER TO METER POLE INC. EXCAVATE BACKFILL RE SURFACE WHERE NECESSARY.
- 3. ALL WORK SHALL BE PRECISE COMP. WITH TRAFFIC SIGNALS. WORKS OR QUICKSET 2" DIA. 3" MIN. DIA. TO BE INSTALLED BY CONTRACTOR.
- 4. ALL EXISTING WATER METER & DELIVER TO COUNTY HARBOR DEPT.

013

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

Request is hereby made for an appropriation of total \$ 19,000

Reason for approval To appropriate \$19,000 to the Corporate Yard Facility Project

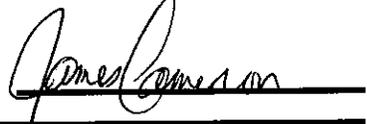
<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
GENERAL FUND	GENERAL FUND - STREET LANDSCAPING	
101	101-5702	
	581-7523 MISCELLANEOUS REVENUES	19,000
	805-8712 -TRANSFERS / TSFR TO CAPITAL OUTLAY FD	(19,000)
	Net Estimated Change to General Fund (101)	<u>0</u>
CAPITAL OUTLAY FUND	CORPORATE YARD FACILITY - MAINT.PROJECTS	
301	301-7451 (Project No. 997403)	
	711-7901 - OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	19,000
	826-8605 - CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR REPAIR	19,000
	Net Estimated Change to Capital Outlay Fund	<u>0</u>



Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER



Chief Financial Officer

Disposition

Approved _____

Rejected _____

Transfer by Journal Voucher

City Manager