



Meeting Date: 9 / 22 / 2009

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
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Susan L. Martin, AICP, Planning Manager

Agenda Item No. I-3

Reviewed By: City Manager *MMH*

City Attorney *SMF*

Finance *JC*

Other (Specify) _____

DATE: September 9, 2009

TO: City Council

FROM: Susan L. Martin, AICP *SM*
Development Services Department, Planning Division

SUBJECT: Agreement (A-7218) with the County of Ventura for Cultural Heritage Board Services.

RECOMMENDATION

That City Council approve and authorize the Mayor to sign an agreement (A-7218) with the County of Ventura for Cultural Heritage Board services to the City.

DISCUSSION

In April 1978, the City Council adopted Resolution No. 7317, authorizing the Ventura County Cultural Heritage Board (CHB) to act as the Cultural Heritage Board of the City of Oxnard. Such authorization was granted so that powers, duties, and obligations were consistent with those provided in the corresponding Ventura County Cultural Heritage Ordinance (Ordinance No. 2737).

Over time, as amendments were made to the original County Ordinance, the City would take similar actions in updated resolutions: February 1982 (Resolution No. 8300) and April 1991 (Resolution No. 10,135).

The County CHB currently implements the City's cultural heritage program and continues this service at no cost to the City. The County CHB evaluates project applications and makes recommendations to City Council, determines declaration or rescission of landmarks and proposed Mills Act contracts, issues certificates of appropriateness, and conducts historical surveys. One such recommendation was the designation of the Henry T. Oxnard Historic Area as Ventura County Landmark No. 161, which the City Council approved in September 1999 (Resolution No. 11,631). On average, the City refers nearly 200 building permit requests annually within the Henry T. Oxnard Historic District and downtown survey areas to the County CHB for review and approval.

On September 17, 2007, the City Council considered a number of alternative approaches for the preservation and protection of the City's historic and cultural resources. Options presented included the establishment of a City Cultural Heritage Program with the designation of a new Citizen Advisory Group (CAG), or to have an existing CAG serve as the City CHB, or to continue with the County CHB. Estimated costs associated with establishing a City CHB included additional personnel and training for

a total annual cost of \$132,000. At that time, the City Council decided to continue with the current program with the County CHB.

In July 2009, staff was informed that the County of Ventura Board of Supervisors had directed the County to enter into agreements with cities utilizing the County CHB for reimbursement of costs associated with the CHB services. These agreements must be entered into no later than October 1, 2009 for continuation of such services. The fees will be assessed in accordance with the County's fee schedule, which is typically adjusted on an annual basis. Currently, the hourly fee is \$156.50. Based on past services provided by the County CHB, continued service is estimated at \$25,000 to \$30,000 per year.

FINANCIAL IMPACT

Funds are available for this purpose in the Planning Operating Account.

Attachment 1 -- Agreement No. A-7218 with County of Ventura

**AGREEMENT BETWEEN
THE CITY OF OXNARD
AND
THE COUNTY OF VENTURA
FOR SERVICES PROVIDED BY COUNTY STAFF RELATED TO THE
CITY OF OXNARD CULTURAL HERITAGE ORDINANCE**

This AGREEMENT is made and entered into this _____ day of _____, 2009, between the City of OXNARD, a municipal corporation, hereinafter referred to as CITY, and the County of Ventura, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be performed by the Planning Division of the Resource Management Agency of the COUNTY for the benefit of the City of Oxnard and its Cultural Heritage Board. The performance of such services by the COUNTY is authorized by California Government Code section 51301

ARTICLE I: Effective Date; Term:

The term of this contract commences on _____, 2009, and shall remain in effect for five (5) years, unless terminated earlier as provided in Article IX.

ARTICLE II: Scope of Service:

The COUNTY shall perform cultural heritage services associated with carrying out the requirements identified in CITY Resolution No. 10,135 attached hereto as **Exhibit "1"**, including but not limited to the following:

- A. Reviews (Ordinance Section 1364-12)
- B. Landmark recommendations to the City Council (Ordinance Section 1365)
- C. Certificate of Appropriateness consideration for alterations to historic sites (Ordinance Section 1366)
- D. Environmental review of projects effecting historic sites. (Ordinance Section 1364-12)
- E. Historical property contracts. (Ordinance Section 1364-10)

ARTICLE III: Compensation:

The hourly rate for services provided to CITY under this AGREEMENT shall be in accordance with the Ventura County Planning Division Fee Schedule as approved by the COUNTY Auditor Controller and adopted by the Ventura County Board of Supervisors. Said rates for services shall be in compliance with section 51350 of the California Government Code. The hourly rate may be adjusted from time to time as COUNTY's fee schedule is adjusted and adopted by the Ventura County Board of Supervisors. Payment to COUNTY by CITY for said services shall be made within thirty (30) days of receipt of invoice. COUNTY shall issue invoices to CITY not more than quarterly nor less than annually for COUNTY staff hours expended on services performed for the benefit of the CITY and its Cultural Heritage Board within the Scope of Services described in Article II.

ARTICLE IV: Accounting and Record Keeping:

COUNTY shall maintain a record of all expenses incurred in performing the tasks described in Article II. Accounting reports shall be submitted to the CITY upon request.

ARTICLE V: Relationship of the Parties:

The relationship of the parties to this AGREEMENT shall be that of independent contractors, and in no event shall the COUNTY, its Resource Management Agency's Planning Division, or any of the employees, officers or officials thereof be considered an officer, agent, servant or employee of the CITY.

ARTICLE VI: Notices

All notices or other official correspondence relating to AGREEMENT matters between the parties hereto shall be made addressed to one of the following:

To COUNTY: Kim Hocking, Program Staff
 Planning Division
 Resource Management Agency
 800 South Victoria Avenue
 Ventura, CA 93009

To CITY: Matthew Winegar
 Development Services Director
 City of Oxnard
 241 South C. Street
 Oxnard, CA 93030

Or such other addresses as either party may designate hereinafter, in writing, delivered to the other party.

ARTICLE VII: Assignment:

Neither party shall assign or transfer its interest in this AGREEMENT without the written consent of the other. This AGREEMENT shall be governed by the laws of the State of California.

ARTICLE VIII: Terms:

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

ARTICLE IX: Termination

CITY, by notifying COUNTY in writing, may upon twenty (20) calendar days written notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, COUNTY shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the job. Within sixty days (60) days after receiving written notice of termination by the CITY, COUNTY shall provide CITY with an accounting of all actual work performed and the charges incurred pursuant to the Agreement during the performance year in which the notice was received. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to County for services.

ARTICLE X: Hold Harmless:

CITY shall indemnify and hold harmless COUNTY from all actions, claims or judgments by, or in favor of, third parties arising out of any act or omission of COUNTY, its officers, employees, or agents in connection with the performance of this contract or which may arise from liens or claims in favor of third parties for services rendered or labor or materials furnished by COUNTY in performance of this contract.

ARTICLE XI: Article Headings:

Article heading in this AGREEMENT is for convenience only and is not intended to be used in interpreting or construing the terms, covenants, and other conditions of this AGREEMENT.

ARTICLE XII: Entire Agreement

This AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications to this AGREEMENT will be effective only if entered into as described in Article VIII.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF OXNARD

COUNTY OF VENTURA

By: _____
Dr. Thomas E. Holden
Mayor

By: _____
Chris Stephens, Director
Resource Management Agency

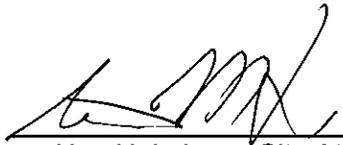
ATTEST:

ATTEST:

By: _____
Daniel Martinez, City Clerk

By: _____

APPROVED AS TO FORM BY:

By: 
Alan Holmberg, City Attorney

By: _____
County Counsel