

## **FUNDING AGREEMENT REGARDING WATER QUALITY STUDIES AND MITIGATION ACTIVITIES AT CHANNEL ISLANDS HARBOR**

This Funding Agreement Regarding Water Quality Studies and Mitigation at Channel Islands Harbor (“Agreement”) is entered into as of September 12, 2023 (the “Effective Date”), by and between the COUNTY OF VENTURA, a political subdivision of the State of California (“County”) and the City of Oxnard (“City”), a California municipal corporation, with reference to the following facts.

### **RECITALS**

A. As of the Effective Date, the City has allocated \$1,300,000 in American Rescue Plan Act of 2021 funds to conduct water quality feasibility studies and other water quality mitigation activities at the Channel Islands Harbor (“Water Quality Work”).

B. The City desires the County to match these funds with an additional \$1,300,000 for the Water Quality Work.

C. The County desires to provide the requested \$1,300,000 funding for the Water Quality Work provided that the City manages this Water Quality Work.

D. The use of County General Funds for the Water Quality Work is in accordance with the County Board of Supervisors’ action on December 13, 2022, when the Board approved the use of County General Funds to replace the use of American Rescue Plan Act of 2021 funds for previously approved projects, which included the \$1,300,000 contribution to the City for the Water Quality Work that was previously approved by the County Board in October 2022.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

### **AGREEMENT**

Section 1. Payment. The County shall provide the City with a one-time payment in the amount of one million three hundred thousand dollars (\$1,300,000.00) within 30 days after the Effective Date. The City shall solely use the funds for the Water Quality Work. Any portion of the funds not expended by December 31, 2030 must be promptly returned to the County after that date.

Section 2. City Responsibility for Water Quality Work. The City shall be solely responsible for managing and implementing the Water Quality Work valued at \$2.6 million that will be funded pursuant to this Agreement, including by procuring services and materials, conducting any required environmental review, obtaining any required permits or approvals, and conducting project management and costs tracking.

Section 3. Relationship of Parties. Nothing in this Agreement shall be interpreted or understood by either of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and City or the City's agents, employees or contractors regarding the subject matter hereof. The City shall be solely responsible for its own acts and those of its agents and employees regarding the management and implementation of the Water Quality Work.

Section 4. Defense and Indemnification. The City agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the County) the County, County Board members, and its other officials, employees and agents, from and against any and all third-party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of or related to this Agreement including but not limited to regarding procurement, environmental review, permitting and project management for the Water Quality Work, except to the extent caused by the County's sole active negligence or willful misconduct.

Section 5. Notices. Formal notices between the County and City shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and City as follows:

County:	City:
County of Ventura	City of Oxnard
County Executive Office	City Manager's Office
Attn: Dr. Sevet Johnson	Attn: Alexander Nguyen, City Manager
800 S. Victoria Ave., L1940	300 West Third Street, 4 <sup>th</sup> Floor
Ventura, CA 93009	Oxnard, CA 93030
(805) 654-3656 (TEL)	(805) 385-7430 (TEL)

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 6. Amendments. No amendment, alteration or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the parties.

Section 7. Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Water Quality Work that will be funded pursuant to this Agreement.

Section 8. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREFORE, this Agreement has been entered into by the undersigned as of the Effective Date.

County of Ventura

City of Oxnard

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Rose Chaparro, City Clerk

Approved as to form:

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