

RESOLUTION NO. _____

EFFECTIVE JULY 1, ~~2020~~2021

**RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING RENTS, FEES, AND INSURANCE REQUIREMENTS
FOR THE COUNTY HARBOR DEPARTMENT
AND DELEGATING AUTHORITY FOR EXECUTION
OF CERTAIN AGREEMENTS SUBJECT TO SPECIFIED GUIDELINES**

THE VENTURA COUNTY BOARD OF SUPERVISORS HEREBY ORDERS AND RESOLVES THE FOLLOWING:

I. RENTS, FEES, AND INSURANCE REQUIREMENTS.

The Rents, Fees, and Insurance Requirements prescribed in the attached Schedule A are hereby approved and adopted, and all prior inconsistent schedules are repealed as of the effective date of this resolution.

II. AUTHORIZATION TO EXECUTE.

The Director of the County of Ventura Harbor Department or his or her designee is authorized to execute on behalf of the County of Ventura (County): Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Concession Agreements, Extensions, Amendments, Consents, Notices of Default and Notices of Intent to Terminate Leases, Subleases, Licenses and other agreements, Notices to Quit and Reimbursement Agreements for Cost Recovery as are hereinafter defined and in accordance with the provisions of the attached schedule.

A. DEFINITIONS.

1. LEASE or SUBLEASE. A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the term shall not exceed five (5) years, including options to extend. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.
2. LICENSE. A conveyance of personal rights for occupancy or use of property under this authority, limited to a five (5) year term.
3. PERMIT. A personal right to occupy or use property under this authority, limited to a maximum term of one (1) year. A Permit may be extended subject to termination pursuant to a thirty (30)-day Notice of Termination.

4. SPECIAL USE/ACTIVITY PERMIT. A personal right to occupy, use or conduct a specified activity, limited under this authority to a maximum of seven (7) days.
5. CONCESSION AGREEMENT. An agreement to operate a County-supported business on County property.
6. EXTENSION, AMENDMENT, CONSENT, NOTICE OF DEFAULT, NOTICE OF INTENT TO TERMINATE AND NOTICE TO QUIT.
 - a. Extension is a continuation of an existing agreement approved by the Board of Supervisors (Board) without change, or limited to changes authorized by this authority, but in no event may the Extension extend the term beyond the maximum term set forth in this authority for the applicable agreement.
 - b. Amendment is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board-approved rent and fee schedules.
 - c. Consent is approval of an action described in a term, condition, or covenant in an existing agreement approved by the Board made subject to "County approval" or similar language. Examples include consent to subleases and assignments of lease. The Harbor Director may issue a Consent after determining that there has been proper compliance with the terms, conditions and covenants of the agreement.
 - d. Notice of Default is a notice by which the Harbor Director, or his or her authorized representative, gives written notice that a breach or default has occurred and gives specific instructions and timelines on how the breach or default must be cured.
 - e. Notice of Intent to Terminate is a notice by which the Harbor Director, or his or her authorized representative, gives written declaration of intent to terminate pursuant to a breach or default. On a Board-approved agreement, the Harbor Director shall obtain the approval of the Board prior to terminating the agreement. Agreements approved by the Harbor Director pursuant to this authority may be terminated by the Harbor Director.
 - f. Notice to Quit is a notice by which the Harbor Director, or his or her authorized representative, gives written notice that a tenant is to vacate the premises, whether due to a breach or default of the Lease, due to the expiration of the term of the Lease or pursuant to the terms of the Lease (such as a month-to-month tenancy).

7. REIMBURSEMENT AGREEMENTS FOR COST RECOVERY. An agreement setting forth a deposit amount and a cost recovery mechanism for services to be provided to lessees or potential lessees. Example – lease amendments, permit processing.

a. Deposit – Cash deposits are submitted and hours billed against these deposits based on actual staff time expended (with the exception of the Harbor Director’s first 100 hours), with no billing limit. Billings are based on the work hours expended multiplied by the current hourly rate established by the Board or, in the case of outside consultants, the actual hours and rate billed. Should final costs be less than the amount of the deposit, the remaining deposit will be refunded. Should final costs exceed the deposit, the depositor will be invoiced for the balance due pursuant to the Reimbursement Agreement accompanying the deposit. Only rarely would the deposit be equal to the actual cost.

8. SECURITY DEPOSIT. All tenants or licensees shall provide the County with, and at all times maintain, a Security Deposit in an amount prescribed by the Lease or License covering such property or, if there is no Lease or License, by this resolution. For Leases, said amount shall be based on rent adjusted periodically; for Licenses, said amount shall be equal to one (1) month’s license fee. Public entities governed by the Board shall be exempt. Said deposit shall be placed in a County trust account or place of safekeeping and shall guarantee the tenant’s or licensee’s full and faithful performance of all terms and conditions of the Lease or License. The following forms of deposit are acceptable: Cash, time certificate of deposit (CD), irrevocable letter of credit, and assigned savings passbook.

B. PREPARATION. The Licenses, Permits, Special Use/Activity Permits, Concession Agreements, Amendments, Notices of Default, Notices of Intent to Terminate and Notices to Vacate shall be prepared by the Harbor Department subject to review and approval by County Counsel.

C. BACKGROUND DETERMINATION AND GUIDELINES. No agreement will be executed under the authority of this resolution if the County Executive Officer or the Director of the Harbor Department determines that:

1. The proposed use or occupancy is in conflict with official or certified plans for development and/or federal, state or local laws;
2. The other party(s) to a proposed agreement has a reputation, character, or background which could be detrimental to the County’s interest; or

3. Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the agreement.

D. RENTAL POLICY. It shall continue to be Harbor Department's policy to require tenants or users of Harbor property to pay rents established by Board-approved Rent and Fee Schedules; however, the Harbor Director may determine that certain special services including labor, materials, and public relations/advertising may be accepted in lieu of cash payment of rent where consistent with this authority and applicable law and approved by County Counsel as to legal form. Public agencies may request in writing a waiver of fees, which may be approved at the discretion of the Harbor Director.

E. POLICY SETTING AGREEMENTS. Any transaction authorized by this Resolution that is considered policy setting in the opinion of the County Executive Officer or the Harbor Director shall be submitted to the Board for approval and execution.

III. AUTHORIZATION TO ESTABLISH AND MODIFY RATES.

The Harbor Director is hereby granted authority to determine the appropriate previously approved rate to be applied to a new revenue source, not specifically provided for in an agreement, e.g., determining whether rent for a new business should be calculated at the rental rate for "miscellaneous," "all other sources permitted," or "any other source not permitted." In addition, the Harbor Director is authorized to increase or decrease slip rates annually in such amount so as not to exceed the average actual rates per linear foot of privately operated west channel marinas and to achieve these rates without excessive annual increases.

IV. CALCULATION OF FEES.

The fees set forth in the attached Schedule A are consistent with state law. The fees charged do not exceed the estimated reasonable costs of the regulatory activity they support, and those costs are apportioned to individual payers in a manner that bears a fair or reasonable relationship to the payers' burdens on or benefits from the regulatory activity. The documentation and analysis supporting the amount of the fees are on file with the Harbor Department and are incorporated herein by reference.

The foregoing resolution, including the attached Rent and Fee Schedule, is passed, approved, and adopted by the Board of Supervisors on ~~June 9~~May 18, 2020~~2021~~, supersedes all previous Harbor fee resolutions and is effective on July 1, ~~2020~~2021.

Date: _____

By: _____
Chair, Board of Supervisors

ATTEST: MICHAEL POWERS,
Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Deputy Clerk of the Board