

January 25, 2005

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Transportation Department
Wm. Butch Britt, Director
Central Services Department
Lane B. Holt, Director
Water & Sanitation Department
R. Reddy Pakala, Director
Watershed Protection District
Jeff Pratt, Director
Engineering Services Department
Alec T. Pringle, Director

**Subject: APPROVAL OF RECIPROCAL TRAFFIC AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND
THE CITY OF OJAI, SUPERVISORIAL DISTRICT NO. 1**

Recommendations:

1. Approve and authorize the Chair of the Board to sign the attached Agreement.
2. Direct the Clerk of the Board to return one signed original of the Agreement to the Public Works Agency for further processing.

Fiscal/ Mandates Impact:

There is no fiscal impact on County budget(s) directly attributable to subject agreement. As future development occurs in the area identified in the agreement, such development will be required to pay traffic impact fees to the County and the City of Ojai, as applicable. The amount of such future estimated revenue is contained within the October 2001 Engineering Report developed to provide the technical analysis and documentation for the County Traffic Impact Mitigation Fee (TIMF) Program. This report is available for review at the Public Works Agency, Transportation Department.

Discussion:

On November 6, 2001 your Board approved revision to the existing TIMF Program. The new fee program, which includes 14 traffic impact districts, became effective January 8, 2002.

The program of projects, as contained in the County's TIMF program, are partially funded. A portion of traffic generated in the county is generated from projects in the unincorporated area. However, the majority is generated by projects in the cities. Accordingly, without reciprocal agreements, less than 10% of the funding necessary to accomplish the projects identified is anticipated to be available.

The County currently has agreements with the Cities of Fillmore, Thousand Oaks, Camarillo, Oxnard, and Simi Valley.



Board of Supervisors
January 25, 2005
Page 2

There are ongoing negotiations to finalize an agreement with the City of Ventura. The cities of Santa Paula, Moorpark and Port Hueneme have yet to enter into an agreement with the County.

The attached agreement was approved by the City Council on December 14, 2004. The agreement follows the template agreement format contained in the October 2001 Engineering Report.

This item has been reviewed by the County Executive Office, the Auditor-Controller and County Counsel.

If you have questions about this item, please contact the undersigned at (805) 654-2077.



WM. BUTCH BRITT
Director
Transportation Department

a#timf#2\ojai-bos.wpd:sa

Attachment:
Agreement

September 12, 2006

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Transportation Department
Wm. Butch Britt, Director
Central Services Department
Janice E. Turner, Director
Water & Sanitation Department
R. Reddy Pakala, Director
Watershed Protection District
Jeff Pratt, Director
Engineering Services Department
Alec T. Pringle, Director

**Subject: APPROVAL OF RECIPROCAL TRAFFIC MITIGATION AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE CITY OF
SANTA PAULA
SUPERVISORIAL DISTRICT NO. 3**

Recommendations:

1. Approve and authorize the Chair of the Board to sign the attached Reciprocal Traffic Mitigation Agreement between the County of Ventura (County) and the City of Santa Paula (City).
2. Direct the Clerk of the Board to return two signed originals of the Agreement to the Public Works Agency for further processing.

Fiscal/ Mandates Impact:

There is no fiscal impact on County budget(s) directly attributable to subject agreement. As future development occurs in the area, as identified in the Agreement, such development will be required to pay traffic impact mitigation fees to the County and the City, as applicable. The amount of such future estimated revenue is contained within the October 2001 Engineering Report developed to provide the technical analysis and documentation for the County Traffic Impact Mitigation Fee (TIMF) Program. This Report is available for review at the Public Works Agency (PWA), Transportation Department. All fees collected from the TIMF Program are deposited into the TIMF Trust 6195.

Discussion:

On November 6, 2001, your Board approved revision to the existing TIMF Program. The new fee program, which includes 14 traffic impact districts, became effective January 8, 2002. An update to the County TIMF Ordinance is tentatively planned to commence when the revised Ventura County Traffic Model, being developed by the Ventura County Transportation Commission, is available.

The program of projects, as contained in the County's TIMF program, is partially funded. A portion of traffic generated in the County is generated from projects in the unincorporated area. However, the majority is generated by projects in the cities. Accordingly, without reciprocal agreements, less than 10% of the funding necessary to accomplish the projects identified is anticipated to be available.



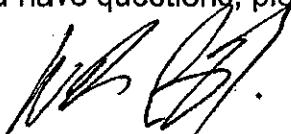
Board of Supervisors
September 12, 2006
Page 2

There are existing similar agreements with the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Simi Valley, Thousand Oaks, and Ventura. Upon approval of the attached Agreement with the City, the City of Port Hueneme will be the only city that has not yet entered into a reciprocal agreement with the County. It is our understanding that an item will shortly be scheduled for the City Council of Port Hueneme to consider approval of an agreement that may be mutually acceptable to the County and the City.

The attached Agreement was approved by the City Council of Santa Paula on June 19, 2006. The Agreement generally follows the template agreement format contained in the October 2001 Engineering Report. The PWA recommends the attached Agreement to your Board for immediate approval.

This item has been reviewed by the County Executive Office, the Auditor-Controller's Office, and County Counsel.

If you have questions, please contact the undersigned at (805) 654-2077.



WM. BUTCH BRIFF
Director
Transportation Department

Attachment: Agreement

May 7, 2002

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Deputy Directors of Public Works

Wm. Butch Britt
Transportation

John C. Crowley
Water Resources & Engineering

Lane B. Holt
Central Services

Kay Martin
Solid Waste Management

Jeff Pratt
Flood Control

**Subject: APPROVAL OF RECIPROCAL TRAFFIC AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND
THE CITY OF FILLMORE**

Recommendations:

1. Approve and authorize the Chair of the Board to sign the attached Agreement.
2. Direct the Clerk of the Board to return two signed original of the Agreement to the Public Works Agency for further processing.

Fiscal/ Mandates Impact:

There is no fiscal impact on County budget(s) directly attributable to subject agreement. As future development occurs in the area identified in the agreement, such development will be required to pay traffic impact fees to the County and the City of Fillmore, as applicable. The amount of such future estimated revenue is contained within the October 2001 Engineering Report developed to provide the technical analysis and documentation for the County Traffic Impact Mitigation Fee (TIMF) Program. This report is available for review at the Public Works Agency, Transportation Department.

Discussion:

On November 6, 2001 your Board approved revision to the existing TIMF Program. The new fee program, which includes 14 traffic impact districts, became effective January 8, 2002.

The program of projects, as contained in the County's TIMF program, are partially funded. A portion of traffic generated in the county is generated from projects in the unincorporated area. However, the majority is generated by projects in the cities. Accordingly, without reciprocal agreements, less than 10% of the funding necessary to accomplish the projects identified is anticipated to be available.

The County continues to meet with and negotiate with staff from all ten cities. Negotiations continue to be positive, and progress continues to be made. This is, however, the first agreement under the new program to be finalized.



Board of Supervisors
May 7, 2002
Page 2

There are existing agreements with the Cities of Camarillo and Oxnard, which are in the process of being revised.

The attached agreement was approved by the City Council on February 26, 2002. The agreement follows the template agreement format contained in the October 2001 Engineering Report.

This item has been reviewed by the County Executive Office, the Auditor-Controller and County Counsel.

If you have questions about this item, please contact the undersigned at (805) 654-2077.



WM. BUTCH BRITT
Deputy Director of Public Works
Transportation Department

a#timf#2\lmr-bos:sa

Attachment:
Agreement

April 13, 2006

Yugal K. Lall
Director of Public Works
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Transportation Department
Wm. Butch Britt, Director
Central Services Department
Janice E. Turner, Director
Water & Sanitation Department
R. Reddy Pakala, Director
Watershed Protection District
Jeff Pratt, Director
Engineering Services Department
Alec T. Pringle, Director


SUBJECT: RECIPROCAL TRAFFIC MITIGATION AGREEMENT

Dear Mr. Lall:

A signed original of the Reciprocal Traffic Mitigation Agreement between the City of Moorpark and the County of Ventura along with the Board of Supervisors' Minute Order showing its approval are enclosed for your records. Please distribute copies of the agreement as needed to the other staff within your Agency.

If you have any questions, please call me at 654-2080.

Very truly yours,



Nazir Lalani
Deputy Director
Transportation Department

Enclosure: Reciprocal TM Agreement

C: Chris Stephens, Planning Director – RMA
Wm. Butch Britt, Director – Transportation Dept.
Ben Emami, Engineering Manager Planning – Transportation Dept.
Phil Settem, Engineering Manager Permits – Transportation Dept.
Jorge Ontiveros, Development & Inspection – Public Works Agency

C:\Docs\NL BE RC 2005-06\Lall Y re TM Agreement djg



June 4, 2002

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Deputy Directors of Public Works

Wm. Butch Britt
Transportation

John C. Crowley
Water Resources & Engineering

Lane B. Holt
Central Services

Kay Martin
Solid Waste Management

Jeff Pratt
Flood Control

**Subject: APPROVAL OF RECIPROCAL TRAFFIC AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND
THE CITY OF SIMI VALLEY**

Recommendations:

1. Approve and authorize the Chair of the Board to sign the attached Agreement.
2. Direct the Clerk of the Board to return one signed original of the Agreement to the Public Works Agency for further processing.

Fiscal/ Mandates Impact:

There is no fiscal impact on County budget(s) directly attributable to subject agreement. As future development occurs in the area identified in the agreement, such development will be required to pay traffic impact fees to the County and the City of Simi Valley, as applicable. The amount of such future estimated revenue is contained within the October 2001 Engineering Report developed to provide the technical analysis and documentation for the County Traffic Impact Mitigation Fee (TIMF) Program. This report is available for review at the Public Works Agency, Transportation Department.

Discussion:

On November 6, 2001 your Board approved revision to the existing TIMF Program. The new fee program, which includes 14 traffic impact districts became effective January 8, 2002.

The program of projects, as contained in the County's TIMF program, are partially funded. A portion of traffic generated in the county is generated from projects in the unincorporated area. However, the majority is generated by projects in the cities. Accordingly, without reciprocal agreements, less than 10% of the funding necessary to accomplish the projects identified is anticipated to be available.

The County continues to meet with and negotiate with staff from all ten cities. Negotiations continue to be generally positive, and some progress continues to be made. This agreement is the second agreement under the new program to be finalized.



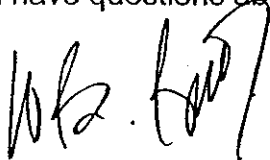
Board of Supervisors
June 4, 2002
Page 2

There are existing agreements with the Cities of Camarillo and Oxnard, which are in the process of being revised. On May 7, 2002 your Board approved an agreement with the City of Fillmore.

The attached agreement was approved by the City Council on May 13, 2002. The agreement follows the template agreement format contained in the October 2001 Engineering Report.

This item has been reviewed by the County Executive Office, the Auditor-Controller and County Counsel.

If you have questions about this item, please contact the undersigned at (805) 654-2077.



WM. BUTCH BRITT
Deputy Director of Public Works
Transportation Department.

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Attachment:
Agreement

county of ventura

PUBLIC WORKS AGENCY
RONALD C. COONS
Agency Director

June 7, 2005

Mark Watkins
Interim Director of Public Works
Public Works Department
City of Thousand Oaks
2100 E. Thousand Oaks Boulevard,
Thousand Oaks, California 91362-2903

Transportation Department
Wm. Butch Britt, Director
Central Services Department
Lane B. Holt, Director
Water & Sanitation Department
R. Reddy Pakala, Director
Watershed Protection District
Jeff Pratt, Director
Engineering Services Department
Alec T. Pringle, Director

SUBJECT: RECIPROCAL TRAFFIC MITIGATION FEE FOR BELL CANYON

Dear Mr. Watkins:

Thank you for your May 25, 2005, letter requesting the Ventura County Public Works Agency to change our administration of the Reciprocal Traffic Mitigation Fee. Per your request, the County will set the Thousand Oaks Improvement Fee to zero in the Bell Canyon reimbursement area base on the nexus justification stated in your letter.

The Ventura County Public Works Agency will continue to collect its fee for any new development projects in the Bell Canyon area in accordance with our Traffic Mitigation Fee program.

Sincerely,



Ronald C. Coons, Director

RCC:drs

cc: Butch Britt, Director of Transportation



Post-It Fax Note	7671	Date	11/28	# of pages	9
To	NAZIR LALANI	From	TOM FOX		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	654-3952	Fax #			

RESOLUTION NO. 2001- 29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMARILLO MODIFYING THE TRAFFIC MITIGATION FEES

THE CITY COUNCIL OF THE CITY OF CAMARILLO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The City Council of the City of Camarillo does hereby find, determine, and declare as follows:

- a. That the findings contained in Resolution 98-148 are adopted herein by this reference; and
- b. As a result of increased construction costs, the Traffic Mitigation Fees must be increased; and
- c. That on February 28, 2001, the City Council conducted a duly noticed hearing on the issue of increasing the Traffic Mitigation Fees; and
- d. The City Council has determined that the public interest, convenience, and necessity require the increase of the Traffic Mitigation Fees.

SECTION 2: Traffic Circulation Improvement Plan. Exhibit A, as adopted by Section 2 of Resolution 98-148, established the Traffic Circulation Improvement Plan. Exhibit A is attached hereto and incorporated herein by this reference without any revision.

SECTION 3: Traffic Mitigation Fee Districts. Exhibit B, as adopted by Section 3 of Resolution 98-148, established Traffic Mitigation Fee Districts. Exhibit B is attached hereto and incorporated herein by this reference without any revision.

SECTION 4: Traffic Mitigation Fees. The City Council hereby adopts the revised Traffic Mitigation Fees as set forth as Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 5: Nexus Routine:

- a. The City Council hereby adopts the Nexus Routine developed by the city's consultant.

- b. The Nexus Routine traces trip ends generated by new development to a traffic impact, excluding pass-by trips, and then determines the pro-rata share of impacts attributable to the new development.

SECTION 6: Upon the effective date of this resolution, Resolution 1999-211 is hereby repealed.

SECTION 7: The City Clerk shall certify the adoption of this resolution which shall become effective on the sixty-first (61st) day following its adoption.

PASSED, APPROVED AND ADOPTED this 28th day of February, 2001.

Richard D. Morgan
 Mayor

ATTEST

Deborah A. Harrington
 City Clerk

I, DEBORAH A. HARRINGTON, City Clerk of the City of Camarillo, do hereby certify that the foregoing Resolution No. 2001- 29 was approved and adopted at their meeting held on the 28th day of February, 2001, by the following vote to wit:

- AYES: Councilmembers: Craven, Kildee, McDonald, Waunch, Mayor Morgan
- NOES: Councilmembers: None
- ABSENT: Councilmembers: None

Deborah A. Harrington
 City Clerk

Attachments: Exhibits A, B, C

F:\Departments\Engineering\Admin\Ann\COUNCIL\Public Hearings\lmph2001 res.doc

- c: Deputy Director/Traffic Engineer
 Department of Public Works
 Department of Finance

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January 15, 2002

Rob Roshanian
City Engineer
City of Oxnard
305 West Third Street
Oxnard, CA 93030

Deputy Directors of Public Works

Wm. Butch Britt
Transportation

John C. Crowley
Water Resources & Engineering

Lane B. Holt
Central Services

Kay Martin
Solid Waste Management

Jeff Pratt
Flood Control

SUBJECT: TRAFFIC IMPACT MITIGATION FEES (TIMF)

Dear Mr. Roshanian:

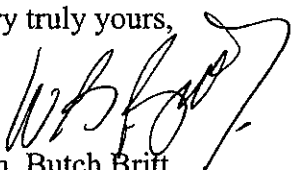
This letter is notification in the change of the amount of Traffic Impact Mitigation Fee (TIMF) charged to discretionary development projects in the City of Oxnard to address the cumulative impacts of the projects on the County Road Network. The new Traffic Impact Mitigation Fee Ordinance (TIMF) #4246 is in effect as of January 7, 2002. As you know, we had a working agreement to use 22% of the County's fee in lieu of more complicated or costly traffic analysis.

The current TIMF ordinance rates for each Traffic District is based on the proportional road improvements proposed in that district. The rate for Oxnard District is \$43.43 per average daily traffic (ADT) and is much lower than the TIMF rates of \$139.00/ ADT from the previous Ordinance. Therefore, effective January 7, 2002, we will not use the 22% of the County TIMF. Developments in the City will be conditioned to pay \$43.43 per ADT for the amount of traffic generated by the developments per our existing reciprocal agreement.

I enclose for your information a table comparing the current County per unit fee for several land uses and the fee charged under the old ordinance.

Should you have any questions regarding the above, please call me at (805) 654-2077.

Very truly yours,



Wm. Butch Britt
Deputy Director of Public Works
Transportation Department

c: Ronald C. Coons
Ray Gutierrez, Jr.

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October 17, 2006

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Transportation Department
Wm. Butch Britt, Director

Central Services Department
Janice E. Turner, Director

Water & Sanitation Department
R. Reddy Pakala, Director

Watershed Protection District
Jeff Pratt, Director

Engineering Services Department
Alec T. Pringle, Director

**Subject: APPROVAL OF RECIPROCAL TRAFFIC MITIGATION AGREEMENT
BETWEEN THE COUNTY OF VENTURA (COUNTY) AND THE CITY OF
PORT HUENEME (CITY)
SUPERVISORIAL DISTRICT NO. 5**

Recommendations:

1. Approve and authorize the Chair of the Board to sign five (5) original copies of the attached Agreement.
2. Direct the Clerk of the Board to return two (2) signed originals of the Agreement to the Public Works Agency (PWA) for further processing.
3. Acknowledge the request contained in City of Port Hueneme (City) letter dated September 21, 2006 (copy attached), and direct the Public Works Agency (PWA) to return to your Board at a later date with a report on regional transportation efforts to re-route State Route 1.

Fiscal/ Mandates Impact:

There is no fiscal impact on County budget(s) directly attributable to subject Agreement. As future development occurs in the area identified in the Agreement, such development will be required to pay Traffic Impact Mitigation Fees (TIMF) to the County and the City, as applicable. The amount of such future estimated revenue is contained within the October 2001 Engineering Report developed to provide the technical analysis and documentation for the County TIMF Program. This Report is available for review at the PWA, Transportation Department. However, the fees contained in that Report have been modified to take into account your Board action to keep Santa Rosa Road as a two-lane facility. All fees collected from the TIMF program are deposited into the TIMF Trust 6195.



Discussion:

On November 6, 2001, your Board approved revision to the existing TIMF Program. The new fee program, which includes 14 Traffic Impact Districts, became effective January 8, 2002. The program of projects, as contained in the County's TIMF program, is partially funded. A portion of traffic generated in the County is generated from projects in the unincorporated area. However, the majority is generated by projects in the cities. Accordingly, without reciprocal agreements, less than 10% of the funding necessary to accomplish the projects identified is anticipated to be available.

This is the last of the ten Ventura County cities to sign a Reciprocal Traffic Impact Mitigation Agreement with the County. This caps an ongoing effort by PWA that has spanned almost fourteen (14) years. The success in finally achieving an agreement with all ten cities can be largely attributed to the professional efforts and perseverance of Mr. Nazir, Lalani, Deputy Director, Transportation Department, for planning, traffic, and encroachments.

The Agreement generally follows the template agreement format contained in the October 2001 Engineering Report. Negotiations for a final Reciprocal Traffic Mitigation Agreement with the City have been ongoing for seven (7) years. The attached Agreement was approved by the City Council on September 20, 2006.

The City Council, in approving subject Agreement, did request that the Ventura County Transportation Commission (VCTC) and your Board support the removal of Federal designation of Ventura Road and Channel Islands Boulevard. The City is seeking to transfer the travel of heavy truck traffic from these streets to Hueneme Road, Rice Avenue, and then to U.S 101. This request was included in their September 21, 2006, letter to your Board, copy attached.


This request is consistent with the current County General Plan, the recent General Plan Amendment approved by your Board, and the Congestion Management Program (CMP) approved by VCTC. It is also consistent with long-term agreements between the County, the Cities of Oxnard and Port Hueneme, and Caltrans to re-route State Route (SR) 1 from Pleasant Valley Road to the US 101/Rice Avenue interchange. However, the City did not make endorsement by your Board as a necessary action or condition for approving the attached Reciprocal Traffic Impact Mitigation Agreement.

Moreover, it has been several years since your Board has had a comprehensive report on this issue (July 24, 2001), and litigation is still pending regarding your Board's recent approval of the General Plan Amendment. PWA suggests that your Board receive the City's September 21, 2006, letter today as information and acknowledge the request. PWA will return to your Board within two months of resolution of pending litigation with an updated status report on the re-routing of SR 1 and any recommendations for your Board's consideration.

Board of Supervisors
October 17, 2006
Page 3

The PWA endorses and recommends the attached Agreement to your Board. This item has been reviewed by the County Executive Office, the Auditor-Controller's Office, and County Counsel.

If you have questions, please contact the undersigned at (805) 654-2077.


WM. BUTCH BRITT
Director
Transportation Department

Attachment: Agreement
Ordinance 4246 dated November 6, 2001
Resolution dated October 23, 2001
Traffic Impact Fee Rates
City of Port Hueneme letter dated September 21, 2006

F:\Transp\Board Ltrs\Recip Traffic Agree w Port Hueneme djg

April 19, 2005

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Transportation Department
Wm. Butch Britt, Director
Central Services Department
Lane B. Holt, Director
Water & Sanitation Department
R. Reddy Pakala, Director
Watershed Protection District
Jeff Pratt, Director
Engineering Services Department
Alec T. Pringle, Director

**Subject: APPROVAL OF RECIPROCAL TRAFFIC AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND
THE CITY OF SAN BUENAVENTURA
SUPERVISORIAL DISTRICT NO. 1**

Recommendations:

1. Approve and authorize the Chair of the Board to sign the attached Agreement.
2. Direct the Clerk of the Board to return two signed originals of the Agreement to the Public Works Agency for further processing.

Fiscal/ Mandates Impact:

There is no fiscal impact on County budget(s) directly attributable to subject agreement. As future development occurs in the area identified in the agreement, such development will be required to pay traffic impact fees to the County and the City of San Buenaventura, as applicable. The amount of such future estimated revenue is contained within the October 2001 Engineering Report developed to provide the technical analysis and documentation for the County Traffic Impact Mitigation Fee (TIMF) Program. This report is available for review at the Public Works Agency, Transportation Department. All fees collected from the TIMF program are deposited into the TIMF Trust 6195.

Discussion:

On November 6, 2001, your Board approved revision to the existing TIMF Program. The new fee program, which includes 14 traffic impact districts, became effective January 8, 2002.

The program of projects, as contained in the County's TIMF program, are partially funded. A portion of traffic generated in the county is generated from projects in the unincorporated area. However, the majority is generated by projects in the cities. Accordingly, without reciprocal agreements, less than 10% of the funding necessary to accomplish the projects identified is anticipated to be available.



There are existing similar agreements with the Cities of Camarillo, Fillmore, Ojai, Oxnard, Simi Valley and Thousand Oaks.


The attached agreement was approved by the City Council on April 4, 2005. The agreement generally follows the template agreement format contained in the October 2001 Engineering Report, with the following distinct differences which should be brought to your Board's attention. These are:

- a. Exempt reuse of existing buildings (change in use) in the downtown area similar to the City's traffic mitigation fee program. Increases in building area could be subject to payment of the City as well as County fees.
- b. Exempt smaller projects from the County fee program. Smaller projects are defined as those that generate 200 or less average daily trips.
- c. Exclude any inflation adjustment for County fees until a similar agreement is built into the City's program.

The proposed agreement was previously sent to each of the other nine cities. No substantial comment or objection was received. Negotiations of a reciprocal traffic agreement with the City of San Buenaventura has been a long and arduous process (over 12 years). While the proposed agreement is not ideal, it is considered the best agreement that we could bring to your Board considering all circumstances of the negotiations. Based on the facts that the other nine cities do not object to the proposed agreement, that it is anticipated to be interim (until the City revised its general plan and traffic impact ordinance) and the positive impact in securing cooperative agreements with some other cities, which have been, heretofore, reluctant to enter into a reciprocal traffic agreement with the County, the PWA endorses and recommends the attached agreement to your Board.

This item has been reviewed by the County Executive Office, the Auditor-Controller, and County Counsel.

If you have questions about this item, please contact the undersigned at (805) 654-2077.



WM. BUTCH BRITT
Director
Transportation Department

AGREEMENT

THIS AGREEMENT is made and entered into as of the 12th day of February, 1992, by and between the City of Agoura Hills, a municipal corporation ("Agoura Hills"), and the County of Ventura, a public body, corporate and politic ("Ventura"). Agoura Hills and Ventura are from time to time referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City of Agoura Hills and unincorporated portions of the County of Ventura share a common border.

B. Agoura Hills and Ventura bear legal responsibility pursuant to the California Environmental Quality Act ("CEQA") (California Resources Code Section 21000, et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.) to analyze the regional impacts of discretionary land use decisions.

C. CEQA requires that, where appropriate, local jurisdictions must impose feasible mitigation measures on discretionary projects (as the term "projects" is defined in CEQA) to address the environmental impacts of the projects.

D. The Parties hereto bear responsibility under the Congestion Management Program law (Government Code Section 65088, et seq.) to analyze and redress the regional traffic impacts of their land use decisions.

E. The Parties hereto wish to cooperate with each other and to more

effectively respond to the legal obligations described above.

F. The political boundaries separating the Parties hereto are arbitrary and do not respect the actual topographic, economic and social boundaries of the region.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Agoura Hills covenants to Ventura and Ventura covenants to Agoura Hills, respectively, that when either Party grants approval of or decides to directly undertake a "discretionary project" (as defined in State CEQA Guidelines, Section 15357) that either individually or cumulatively is likely to have a "significant effect" (as the term is defined in CEQA) upon traffic or circulation in the jurisdiction of the other Party, then the approving Party shall impose such reasonable conditions upon the approval or decision as may be required to mitigate that significant effect on traffic or circulation in the neighboring jurisdiction. (For purposes of this Agreement, the Party rendering the approval of or deciding to directly undertake a discretionary project within its jurisdiction is defined as an "approving Party," and the Party which might suffer adverse impacts is defined as the "affected Party.") In that regard, the approving Party agrees to condition the approval of or the decision to undertake any such discretionary project upon payment of traffic impact fees to the affected Party by the owner or developer of the discretionary project whenever such project will have a significant effect on traffic or circulation in the

jurisdiction of the affected Party. The amount of the traffic impact fees will be determined according to the procedures described below.

2. Each Party agrees that when it conditionally approves or decides to undertake a discretionary project as described in Paragraph 1 above, the conditions of approval shall provide that the approving Party shall, to the extent permitted by Government Code Section 66007, withhold building permits, certificates of occupancy or other relevant entitlements for the use of the project until such time as the affected Party provides written acknowledgement of receipt of the traffic impact fees required as a condition of approval or decision to undertake the discretionary project. The approving Party shall enforce such conditions of approval.

3. The approving Party agrees to cooperate in the legal enforcement by the affected Party of the obligations imposed upon the owners or developers of a discretionary project pursuant to this Agreement. Such cooperation may include cooperation in lawsuits against the owners or developers of the discretionary project, designation of the affected Party as a third Party beneficiary of a covenant of the owners or developers to pay the traffic impact fees, or such other reasonable actions as may be determined by the Parties. If building permits, certificates of occupancy or other entitlements for use are issued in violation of this agreement to owners or developers of a project without proof of payment to the affected Party of the required traffic impact fees, then the approving Party shall cooperate in any lawsuit by the affected Party against the owner or developer who breached the obligation to pay the traffic impact fees.

4. Notwithstanding anything provided herein to the contrary, neither Party hereto shall have the right to damages against the other Party for breach of its obligation to perform the actions described herein. Nothing contained herein, however, shall be construed as waiving any rights that either Party might have to sue for specific performance of this Agreement or for a judgment compelling compliance with California statutes or common law requiring governmental entities to require mitigation of environmental impacts of discretionary actions.

5. After receipt and review of a draft environmental impact report, negative declaration, or another document prepared pursuant to CEQA by or on behalf of an approving Party in connection with a discretionary project, an affected Party shall notify the approving Party in writing whether it believes a traffic impact fee is reasonably required to mitigate the traffic and circulation impacts of that discretionary project.

6. In determining the appropriate traffic impact fee to be imposed pursuant to this Agreement, an approving Party shall consider the following factors:

(a) Where Agoura Hills is the affected Party, Ventura shall consider the traffic impact fees established by the City of Agoura Hills pursuant to Resolution No. 493 or any successor resolution or enactment;

(b) Where Ventura is the affected Party, Agoura Hills shall consider the fees required under any similar traffic impact fee program or fee study established or conducted by the County of Ventura subsequent to the execution of this Agreement;

(c) The approving Party shall consider the relative impact of the

expected traffic flows from the discretionary project on specific highway segments and the intersections in the jurisdiction of the affected Party;

(d) The approving Party shall consider the projected costs of improving affected highway segments and intersections; and

(e) Where appropriate, the approving Party shall consider advice provided by the affected Party concerning the effect on the affected Party. To this end, the approving Party will use its best efforts to consult with the affected Party as to the appropriate contribution to the traffic impact fee program of the affected Party that the approving Party might require the owner or developer to pay to the affected Party.

7. No Party hereunder shall be obligated to impose any exaction or fee beyond the police power or other legal authority of such Party.

8. No approving Party shall have the obligation to pay costs or expenses, including but not limited to, attorneys' fees and costs, incurred by the affected Party in prosecuting any action to recover traffic impact fees from owners or developers. Nothing contained herein shall be construed to obligate either Party to indemnify the other Party for costs of defense arising under any lawsuit by an owner or developer against either Party in which the owner or developer challenges any traffic impact fee assessed against any discretionary project. Further, no affected Party shall bear any duty to defend or indemnify any approving Party in any action arising from the actions of the approving Party with respect to a discretionary project.

9. Nothing contained herein shall be construed as a waiver or delegation by

either Party of the right to exercise its own discretionary authority.

10. This instrument constitutes the entire agreement of the parties hereto with respect to the subject matter described herein.

11. The term of this Agreement shall commence on the day and date first above written and shall continue until terminated pursuant to this paragraph. Either Party may terminate this Agreement upon twelve (12) months' written notice to the other Party. Termination shall not relieve either Party of its obligations or deprive either Party of its rights under this Agreement with respect to any discretionary project that a Party approved or decided to undertake prior to the operative date of the termination.

IN WITNESS THEREOF, the Parties hereto have entered into this agreement as of the day and year first above written.

CITY OF AGOURA HILLS,
a municipal corporation,



By: Frank Carley
Mayor

ATTEST:

Patricia Manning

APPROVED AS TO FORM:

By: [Signature]
City Attorney

COUNTY OF VENTURA, a public
body, corporate and politic

By: John H. Flynn

ATTEST: RICHARD D. DEAN,
County Clerk, County of Ventura,
State of California, and ex-officio
Clerk of the Board of Supervisors
thereof.

By: Roberta Rodriguez
Deputy County Clerk

APPROVED AS TO FORM:

County Counsel