

WORKING AGREEMENT
FOR CONSERVATION

An Agreement between the VENTURA COUNTY RESOURCE CONSERVATION DISTRICT, State of California, referred to below as the "District", (3380 Somis Road, Post Office Box 147, Somis, California 93066) and the City of MOORPARK, referred to as the "City", (799 Moorpark Avenue, Moorpark, CA 93021)

PURPOSE

The purpose of this Agreement is to coordinate the activities and efficiently use the resources of the two agencies in carrying on soil and water conservation, erosion control and related resource conservation work within the meaning of Division 9 of the Public Resources Code of the State of California for the District and any relevant ordinances of the City.

To further that purpose:

A. The District will:

1. Provide basic resource conservation and environmental information required to develop a "Conservation Plan/Program of Operation", to the extent that time and available services will permit.
2. Furnish technical assistance and supervision, materials, equipment and labor as specified in the plans and/or programs to the extent that such technical assistance, materials, equipment and labor are available to the District at the time they are to be furnished.

B. The City will:

1. Encourage the adoption of soil and water conservation erosion control and related resource conservation practices and environmental programs on the lands and properties within the City.
2. Participate in planning programs for soil and water conservation and related resource conservation and environmental practices improvements.
3. Help the District by observing the effects and value of conservation and environmental measures applied and informing the District about the results obtained.

C. It is mutually agreed that:

1. Any conservation plans and/or programs which may hereafter become operative shall be subject to the mutual agreement of both parties in accordance with requirements of approval of each respective authority before any plans and/or programs shall be effective as to the responsibility of each party.
2. Plans and/or programs may be changed at any time by the consent of both parties. Such changes may be brought about in order to make the plans and/or programs current or to cover additional work.
3. Neither the District nor the City shall be liable for any damage to the other's property resulting from the carrying out of the plans and/or programs, except damages caused by negligence or willful misconduct. The City will protect and save harmless the District from all claims or damages to persons or property resulting from work done in accordance with the plans and/or programs, including, but not limited to, claims for flooding of lands and property affected by the improvements, raising or lowering the water table and failure of structures repaired or constructed.
4. Neither the City nor the District is bound by any obligations in the Agreement which will involve the expenditure of funds or the furnishing of resources in excess of the amount made available to it, or for a period in excess of that authorized by law. The District assumes no responsibility for the legal establishment of any property and/or boundary lines, water rights or acreages.
5. This Agreement will take effect on the date of the last signature to it and will remain in effect until December 31, 1990. It will be automatically renewed from year-to-year thereafter. Either party may terminate this Agreement, or any renewal thereof, by giving at least sixty (60) days' written notice to the other party.

WITNESSETH: CITY OF MOORPARK

By Bernard M Ry
Authorizing Signature

August 1, 1990
Date

The signing of this Agreement on behalf of the City of Moorpark was authorized by the Governing Board of the City at meeting held on July 25, 1990.

Lillian E Keller
Official/Title
/City Clerk



WITNESSETH: VENTURA COUNTY RESOURCE CONSERVATION DISTRICT

By Harold A Parker

August 9, 1990
Date

The signing of this Agreement on behalf of the VENTURA COUNTY RESOURCE CONSERVATION DISTRICT was authorized by the Board of Directors of said District at a meeting held on August 9, 1990.

(SEAL)

Patricia Oliver
Official/Title
/Clerk of the Board