

Mrs. Tolmach

2/17/71 Doy

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 1971, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, herein-after called "County", the CITY OF CAMARILLO, a municipal corporation, hereinafter called "Camarillo", and the CITY OF OXNARD, a municipal corporation, hereinafter called "Oxnard", pursuant to Sections 6500 and following of the California Government Code.

WHEREAS, any level of commercial aviation in Ventura County will be dependent upon County-wide support and, therefore, properly a function for the County of Ventura, and

WHEREAS, all of the cities of Ventura County should provide positive support to an aviation program that is not detrimental to residents of Ventura County and is subject to operational controls that respond to periodic evaluations, and

WHEREAS, because of the location of the former Oxnard Air Force Base, the Cities of Oxnard and Camarillo have a more direct concern with any actions taken by the County to use the facilities for civilian aviation, and

WHEREAS, the powers common to the County, to Camarillo, and to Oxnard to be exercised jointly are acquisition of the Oxnard Air Force Base facilities in Camarillo for use as an airport consistent with the terms of this agreement and the protection of the environment while meeting the recognized need to furnish facilities to accommodate aviation for all of the residents of Ventura County.

NOW, THEREFORE, the parties hereto do agree as follows:

1. The parties hereto jointly shall pursue with diligence those actions necessary to acquire title to and possession of the Oxnard Air Force Base, hereinafter called "Airport", facilities in Camarillo for use as an airport consistent with the terms of this agreement.

*We should support jointly controls  
not control subjects "periodic evaluations".*

X

2. This agreement shall be submitted forth with to the California Department of Aeronautics, the Federal Aviation Administration and the General Services Administration for approval. If any one of said agencies disapproves the agreement and the parties hereto cannot agree to amendments to this agreement which will be approved by said agencies, then this agreement shall terminate and the parties hereto shall have no further obligation hereunder.

3. Upon acquisition of title to and possession of the "Airport", Camarillo and Oxnard shall, and do by this agreement, lease their interests in the "Airport" to the County to operate the facilities as an airport consistent with the terms of this agreement and subject to the following conditions:

A. The term of this lease shall be for a period of fifty (50) years, commencing February , 1971, and terminating February , 2021.

B. The County as lessee of the "Airport" covenants and agrees as follows:

(1) That it will not use the premises for any unlawful purposes.

(2) That it will use the premises in a careful and proper manner.

(3) That it will maintain said premises and improvements and make all replacements and repairs necessary to said premises and improvements during the term hereof, ordinary wear and tear excepted.

(4) That at the expiration of said term, it will surrender the premises in as good condition and repair as the same shall be at the time of possession, ordinary wear and tear excepted.

(5) That it will permit Oxnard or Camarillo, its agents or employees, to examine the premises at reasonable times and under reasonable conditions.

(6) That it will pay for all gas, electricity, light, heat, power, water and other service or utility used on or supplied to the premises.

Why not give the  
Airport priority? Why  
not consider Oxnard?

Who will receive  
them? VC, C + Ox

(7) That it will pay all real and personal taxes, license taxes, and assessments on or in respect to the premises and/or improvements and/or leasehold, any and all installments of special assessments against said premises and/or improvements, which become due and payable during the term of this lease.

(8) That the County will at all times on and after the date on which the term of this lease commences, and at its own expense, keep all of the improvements on the leased premises insured against loss or damage by fire and other risks covered by standard extended coverage endorsement, and by vandalism and malicious mischief, and insured against loss or destruction due to shock or earthquake, and war damage (when procurable) in an amount equal to not less than the replacement cost of such improvements. The County shall procure and maintain in force during the term of this lease an insurance policy or policies insuring Camarillo and Oxnard against public liability and property damage in the following minimum amounts:

For injury to or death of one person \$ \_\_\_\_\_

Subject to the above limit for each person, for injury to or death of two or more persons in any one occurrence. \$ \_\_\_\_\_

For damage to property of others for each occurrence. \$ \_\_\_\_\_

All insurance shall be carried with insurance companies approved by Camarillo and Oxnard and licensed to do business in the State of California. A renewal policy shall be procured not less than ten days prior to the expiration of such policy. The policies of insurance as above provided or certificates of the insurers evidencing insurance carried on or respecting the premises hereby leased shall

be deposited forthwith with Camarillo and Oxnard. The proceeds of any insurance required under this lease shall be paid into the County Treasury and deposited therein in a special trust account and shall be used as provided for in this lease. Any party to this agreement may obtain additional insurance at its own expense.

(9) That it will pay any mechanic's lien or liens filed against the leased premises for work done by or for, or materials furnished to County, unless said lien is litigated to a final judgment from which there is no appeal, and in the event the judgment upholds the lien in whole or in part, the County forthwith shall pay the same.

C. Camarillo and Oxnard as lessors of their interests in the "Airport" do covenant and agree as follows:

(1) That Camarillo and Oxnard have full authority to execute this lease; that upon performance by the County of the terms and conditions of this agreement, the County shall quietly have, hold and enjoy the demised premises during the term hereof.

(2) That the County shall, at its own expense, have the right to make such alterations, additions, installations, changes and improvements in the buildings or facilities upon said leased premises as may be necessary for the County's purposes; provided such alterations, additions, installations, changes, and improvements shall not lessen the value of any building or facility.

*Doesn't this allow the county to float bonds with a vote of the people? Money without a vote of people*

(3) That all alterations, additions, changes and improvements to buildings or facilities made by the County shall, unless otherwise provided by written agreement, become and remain a part of the building facility; provided, however, that improvements and property placed by the County in or on the leased premises which do not actually become a part

of the building or facility, or any replacement thereof, may be removed by the County, if the same can so be removed without permanent injury or damage to the premises, and if any resulting damage or injury is fully repaired by the County prior to the surrender of the leased premises.

(4) That whenever under Section 3.D. of this agreement, the buildings or facilities on said premises are in whole or in part destroyed, torn down, replaced or removed by the County, the title to the salvage therefrom shall immediately vest in the County and the proceeds from the sale of any such salvage shall belong to the County.

~~(5) That the County may assign this lease or sublet the said premises or any part thereof for any lawful use consistent with the terms of this agreement; that the County shall retain all of the rents, issues and profits from the use, lease or sublease of the "Airport"; that the County shall remain liable for the performance of its covenants hereunder.~~

D. Notwithstanding any law now in force or hereafter enacted, this lease shall not terminate or be affected in any manner, except as herein otherwise provided, by reason of the damage to, or total or substantial or partial destruction of any or all of the buildings or facilities upon the leased premises, or by reason of the untenantability of the leased premises or any part thereof. Should the whole or any part of any building or facility at any time be totally or partially destroyed during the term of this lease, such building or facility may at the County's option, to be exercised by written notice to Camarillo and Oxnard within thirty (30) days after such partial or total destruction, and at its own expense, be restored or repaired by the County, or replaced by it, with a modern building or facility

*X*

*who pays losses?  
just taxpayers?*

of equal or greater value than the building or facility restored, repaired and replaced and suitable to the same needs of the County. In the event such option is so exercised, the County shall so proceed and the proceeds of any insurance herein provided for shall be available to the County for use by the County in such amount as may be necessary for the purpose of clearing, repairing or removing damage or restoring or rebuilding any building or facility, and the County shall have the right and authority to adjust losses and execute proofs of such losses in the names of the parties hereto. In the event the County shall fail to exercise its option to restore or repair or rebuild any building as herein provided, or to communicate a notice of such election in writing to Camarillo and Oxnard, all insurance proceeds received on account of such destruction or damage shall belong to the parties hereto and shall be deposited in the Treasury of the County to be used for the benefit of the "Airport" or the acquisition, construction or improvement of any other airport as the parties hereto may agree.

E. In the event the leased premises shall be condemned and taken in its entirety, or so as to preclude use of the premises as an "Airport", for other public or quasi public use any award made to compensate the parties hereunder for their respective damage or loss shall be deposited into the Treasury of the County and shall be used to acquire, construct and improve another airport as the parties hereto may agree. In the event only a part of the premises are condemned and taken, and the premises may be continued in use as an "airport", any award made to the parties for their interests hereunder shall be paid into the Treasury of the County to be used for improvements to the "Airport" or for the acquisition, construction,

and improvement of any other airport as the parties hereto may agree.

F. As an alternative remedy to any other remedies available to Oxnard and Camarillo, upon violation by the County of any of the terms or conditions hereof and the failure to remedy such default within thirty days after written notice so to do, Camarillo or Oxnard, or either of them, may at its option enforce the terms of this agreement from time to time and/or file suit for damages or for the performance of any such covenant or agreement or condition, and/or Camarillo or Oxnard, or either of them, in addition to other rights and remedies reserved to it by law may at their or its option and without notice to quit or other formality reenter the premises and take full possession thereof. No reentry by Camarillo or Oxnard, or either of them, shall be construed<sup>?</sup> as an election to terminate this lease, unless written notice to that effect is delivered to the County, and all rights, powers, options and privileges and remedies herein expressly given to Oxnard and Camarillo shall be cumulative to each other and to any other legal or equitable remedy, right, power or privilege which Camarillo or Oxnard might otherwise have in the event of any default by the County, and no option, right, power, remedy or privilege of Camarillo or Oxnard shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all the rights, powers, options, or remedies shall be cumulative and no one of them exclusive of any remedy provided by law. If Camarillo or Oxnard shall fail to keep and perform faithfully the covenants and conditions herein imposed, and such failure shall continue for thirty days after the County shall have given written notice thereof, then and in such event the County may at its option terminate this lease.

- 7 - In which case the County owns the airport?

*will they bring in  
engines to be repaired?* →

G. The County as lessee of the "Airport" shall operate the facilities for aviation purposes, subject to the following conditions:

(1) Aviation activities shall conform within the estimated CNEL = 60 dB noise contour for use as a general aviation and STOL commutes facility, according to Exhibit "A" attached hereto and made a part hereof. (This Exhibit is to be furnished by Wyle Laboratories and will be Figure 1 of the Environmental Impact Study. It will be amended to show the CNEL = 55 dB noise contour.) Provided, however, ~~the operations of the airport shall not extend the CNEL = 55 dB noise contour beyond the west line of Oxnard Boulevard in Oxnard.~~

*define*  
*not enough as it could be too wide.*  
*Noise does not have any set boundaries*

(a) Those definitions set forth in Section 5006 of the California Noise Standards, adopted by the California Department of Aeronautics, which California Noise Standards are attached hereto as Exhibit "B" and made a part hereof, shall apply to the terms used in this agreement.

(b) Measured annual CNEL contours shall be compared against the estimated contours in Exhibit A for the same operating conditions. From this comparison, effects of local terrain and meteorology can be included in corrections to the estimates in Exhibit "A", which the County then shall use to plan its operations so as to remain within the noise limitations imposed herein.

(c) The establishment and validation of the CNEL = 60 dB noise contour, hereinafter referred to as the noise impact boundary for the airport, shall be as follows:

[i] The noise impact boundary shall be validated by measurements made at locations specified in paragraph

*The difference between estimated annual average CNEL values & those calculated from measured noise can perhaps be considered as gross estimate of terrain & meteorology. But real people respond to real extremes of noise that are caused by effects of terrain & meteorology in a specific extreme case. And the comparison can be made with the data from the noise impact boundary.*

*No noise & very noisy  
50% average*

(b) herein and according to frequency requirements specified in paragraph (c) herein. These measurements shall be utilized to calculate the daily community noise equivalent levels. These daily CNEL values will then be averaged (on an energy basis) to obtain the annual CNEL at each of the community measurement locations. The location of the noise impact boundary will be considered valid if the value of the annual CNEL lies within  $\pm 1.5$  dB of the criterion value.

[ii] At least ten (10) locations, approximately

*No one has defined the  
costly the monitoring system  
not in AW report in the future.*

equidistant, but not exceeding one and one-half (1.5) statute miles separation, shall be selected along the noise impact boundary. The locations shall be selected such that the maximum extent of the boundary shall be determined with reference to the airport's flight patterns. One additional boundary monitor location shall be utilized to determine the measured location of the CNEL = 55 dB noise contour at the maximum western extent of the contour in or near the City of Oxnard. One additional boundary monitor location shall be utilized to determine the measured location of the CNEL = 55 dB noise contour at the maximum eastern extent of the contour in or near the City of Camarillo.

[iii] Monitoring shall be scheduled when STOL commuters are using the airport, and the monitoring shall be designed so as to obtain a realistic statistical sample of the noise at each location. As a minimum, measurements shall be taken continuously for 24 hour periods during quarterly seven day samples, chosen such that for each sample, each day of the week is represented and the results account for annual proportion of runway utilization. After at least one year's experience with noise impact boundary monitoring, the specific locations of boundary monitor positions and length of time

*why just STOL*

*The result must also  
account for a statistically  
representative sample of  
various weather conditions,  
inverses heights-winds  
Sedalia, Sea Breeze, etc.  
days as guests won't  
necessarily do this.*

In other places consent of 2 of the 3 parties is necessary  
Why do all 3 have to agree here? 2/04/84  
in monitoring program, county can block any change  
sample at each position shall be reviewed and revised, 5/20/84

as necessary, (by consent of all parties) to this  
agreement.

(2) (a) Single event noise levels shall not exceed the following limit: At a point \_\_\_\_\_ feet west of the brake release point for westerly takeoffs (corresponding to a point approximately \_\_\_\_\_ feet west of the west end of the runway, excluding the 1000 foot overrun section), and on the extended center line of the runway:

Maximum noise level = decibels on the A-scale  
or

Maximum SENEL = dB

( The information to complete the blanks is to be furnished by Wyle Laboratories.)

(b) At the microphone location set forth above, single event noise level measurements (together with aircraft identification provided by the County) shall be made continuously for a minimum of 48 weeks per year. Either the SENEL value or the A-scale maximum reading during aircraft flyby may be selected by the County for monitoring, according to the County's preference and ease of integration with its monitoring system; the County shall not be required to monitor both single-event quantities.

(c) Monitoring equipment for single event noise levels shall be installed within 120 days from commencement by the County of operations at the airport.

(3) The County shall include in all of its agreements with scheduled air carriers using the airport, and in all agreements with operators of business planes or non-scheduled aircraft, the requirement that no jet aircraft, excepting STOL (4 Engine Turboprop), shall be permitted to use the "Airport", except for emergency flights.

*to be considered during negotiations!*

*what are emergency flights*

*-10-*

*too vague*

*might be every foggy day in LA*

*or every overloaded day in LA*

*Can State Hoop.  
Extroord, south take off.*

(4) The Cities and the County shall endeavor to establish the most advantageous aircraft flight patterns which will minimize aircraft noise and its impact on surrounding land uses. The County shall provide quarterly the flight patterns used for operation of the airport. The patterns may be revised from time to time in accordance with the intent of this paragraph, ~~provided the revisions are acceptable to~~ <sup>with the intent of this paragraph, provided the revisions are acceptable to</sup> the Federal Aviation Administration as safe and reasonable for the operation of aircraft in the area.

(5) The regulatory provisions of this agreement shall be enforced and monitored/ including the installation of noise metering equipment. Articles 7 and 14, of the California Noise Standards, Exhibit "B", shall govern the noise monitoring system requirements and the specifications for the noise monitoring system.

(6) ~~The County, as proprietor of the airport facility, shall enforce the operating provisions of this paragraph 3G, using the full authority of State statutes and County Ordinances to require compliance. As one means to achieving maximum enforcement, the County agrees to diligently seek to obtain California Department of Aeronautics approval of the single event noise limits agreed upon herein, in order that any fine may be imposed as authorized by State~~

*weakness*

What is the beginning of page?

statute or County ordinance for violation by aircraft operators.

(7) The California Noise Standards, Exhibit "B", are incorporated herein to provide definitions and standards for application of the terms of this agreement. To the extent that the California Noise Standards are inconsistent with the provisions of this agreement, and impose less restrictive standards than this agreement, then the provisions of this agreement shall control. Standards now or hereafter imposed by the California Noise Standards which are more restrictive than the provisions of this agreement shall override the provisions of this agreement. Amendments to the California Noise Standards shall be reviewed periodically by Camarillo, Oxnard and County and shall be incorporated in this agreement by amendment to the extent they are consistent with the intent of this agreement and do not impose less restrictive standards than imposed by this agreement. Nothing in this agreement shall be construed to prohibit <sup>Orge, Camill &</sup> the County from adopting regulations imposing noise standards more restrictive than those set forth in this agreement. Camarillo and Oxnard shall make available, subject to reasonable terms and conditions but at no cost, monitoring sites within City rights of way or City owned property.

4. A committee consisting of one member of the County Board of Supervisors and one Councilman from each city signatory to this agreement annually shall review the regulatory program and records pertinent thereto for the airport with a view to verifying compliance with this agreement. The committee may recommend to the parties to this agreement amendments it believes to be in the public interest. (The operating conditions in Paragraph 3.G. may be amended provided two of the parties hereto have approved such amendments after a public hearing.)

5. The parties hereto agree that the optimum commercial aviation site in the County for an unrestricted airport is in the Point Mugu - Ormond Beach Area. The parties hereto shall take the

following actions to determine the feasibility of establishing a commercial aviation site in the Point Mugu - Ormond Beach Area and the County shall support Camarillo and Oxnard in these actions.

A. The Department of Defense and such other federal and state offices, as appropriate, will be requested to explore the feasibility of a commercial aviation facility on or in the Point Mugu - Ormond Beach Area. This action will respect the military mission of the Point Mugu facility.

B. If air space can be made available with the continuation of the military operation or if there is a change in the military operation which will allow the use of military aviation facilities for commercial aviation purposes, the parties hereto will pursue reasonable efforts to locate a commercial aviation airport at the approved site.

C. When the parties hereto agree that an active program to develop commercial aviation facilities in the Point Mugu - Ormond Beach Area has reasonable expectations of success, an environmental study shall be conducted. Each party hereto agrees to contribute not to exceed \$5000 towards the cost of the study; provided, however, the contract for the study shall have been let no later than June 30, 1976. The specifications for the study shall conform to state and federal requirements for an environmental study. The consultant shall be selected by the County subject to the prior written approval of Camarillo and Oxnard, which approval shall not be unreasonably withheld.

D. The environmental study when prepared shall be offered in evidence at any hearing conducted by the California Department of Aeronautics on the application of a permit for the site.

6. The parties hereto each shall develop a general plan of land use for territory within its jurisdiction that seeks compatibility within the noise contours of CNEL = 55 dB and above as shown on Exhibit "A". The General Plans shall be maintained so as to insure continuing

compatibility between the uses proposed by the plan within the planning area and the operation of the airport.

A. In addition to restriction to the uses indicated on the General Plans, construction shall be in accordance with the Land Use Compatibility Guide for New Development in an Aircraft Noise Environment, which is attached hereto as Exhibit "C" and made a part hereof.

B. Special consideration shall be given to the safety of aircraft and to those users of property located in the most critical relationship to the end of the runway.

C. Possible interferences with the operation of the airport, including but not limited to, glare, electrical interference and height of structures or buildings shall be taken into account in the issuance of building permits compatible with the General Plan.

7. The parties hereto each agree to adopt any ordinance, resolution, rule or regulation necessary to implement the provisions of this agreement.

*Could we as  
Oxnard, its officers and employees, harmless from any liability for  
property? X  
harmless?*

8. The County hereby agrees to and shall hold Camarillo and Oxnard, its officers and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from any claims for property damage, including inverse condemnation, which may arise from County's operations under this agreement, whether the operations be by the County or by any of its contractors, subcontractors, employees, agents, licensees or franchisees. The County shall defend the City, its officers and employees, from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of its operation of an airport as provided in this agreement.

9. The regulations established by this agreement are not intended to set noise levels applicable in litigation arising out of claims for damages occasioned by noise. Nothing herein contained in this agreement shall be construed to prescribe a duty of care in favor of, or to create any evidentiary presumption for use by, any

person or entity other than Camarillo, Oxnard and the County in the enforcement of these regulations.

10. As a further consideration for this agreement, the County agrees that aviation activities at the County Airport near Fifth Street in Oxnard shall conform to the following conditions:

*X* *(Exhibit "D" showing the CNEL = 60 dB for Case B of Figure 1 of Wyle Laboratories, Exhibit "A" of Paragraph 3.G., for the Ventura County Airport at Oxnard is to be furnished by Wyle Laboratories. This exhibit also will show the CNEL = 55 dB. The balance of the conditions of Paragraph 3.G. will be modified as applicable to the Ventura County Airport at Oxnard. Paragraphs 4 and 6 also would be made applicable to this agreement. However, in amending Paragraph 4, no provision for future amendment would be made.)*

*The agreement  
cannot be  
completed until  
this information  
is provided  
by Wyle  
Laboratories*

11. No acquiescence, failure or neglect of any party hereto to insist on strict performance of any or, all of the terms hereof in one instance shall be considered or constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

12. If at any time, one party to this agreement is in default in the performance of any of the covenants, terms and conditions of this agreement, the other party shall give written notice to remedy such default. If said default is remedied within thirty (30) days following such notice, then this agreement shall continue in full force and effect. If the default is not remedied within thirty (30) days following such notice, the non-defaulting party may, at its option, terminate this agreement. Such termination shall not be considered a waiver of damages or any other remedies available to either party because of such default. Except as otherwise provided, each term and condition of this agreement shall be deemed to be both a covenant and a condition.

*X*

13. The signatures of the parties to this agreement shall be

*what happens at termination  
does airport cease to exist*

acknowledged and the agreement shall be recorded with the County Recorder of Ventura County.

14. Notices hereunder shall be sufficient if mailed or delivered to:

COUNTY: Clerk of the Board of Supervisors  
County Administration Building  
Ventura, California 93001

CITY: Clerk of the City Council  
City Hall  
Oxnard, California 93030

CITY: City Clerk of the City Council  
City Hall  
Camarillo, California 93010

A general comment: If county is to operate the airport & establish the operating criteria, it would much prefer to see someone else do the noise monitoring to see that the noise standards and operating criteria are being met. In effect, the county will be both the enforcer & the enforcer for airport noise - hardly an encouraging prospect. Could not Oxnard & Camarillo operate their monitoring networks within their own cities?

at least by some Dept other than Dept of Airport & Harbors - perhaps by air pollution control districts which already operate an air quality monitoring network.