

COUNTY OF VENTURA

Office of the County Executive
Loren W. Enoch
County Executive

March 16, 1971

Board of Supervisors
County Office Building
Ventura, California

Gentlemen:

PROPOSED AGREEMENT WITH THE CITIES OF OXNARD AND CAMARILLO REGARDING AIRPORT

Responding to a request of a representative of the City of Oxnard, your Board instructed staff to prepare an agreement for operation of the Camarillo Airport. Through acceptance by the Council and your Board of some basic concepts, and through conscientious efforts of representatives from both jurisdictions, an agreement was prepared that rationally and realistically related to the operation of the Camarillo Airport. Provisions were made to incorporate the protective measures that were defined in an Environmental Impact Study by Wyle Laboratories. Restrictions were imposed that would protect the public; yet, enable a reasonable use of the existing facility.

While the agreement was adopted by your Board on January 19, 1971, the Oxnard City Council found the provisions unacceptable. Following this determination, the City's staff, responding to directives of the Council, prepared an agreement without consultation with the County that was conveyed to your Board on February 24, 1971 with the request that "the agreement be approved or rejected by March 29, 1971."

This office, with the concurrence of the County Counsel and Director of Airports and Harbor, urges that the agreement be rejected. The provisions give no consideration to the jurisdictional responsibilities of the County, contains legally conflicting provisions, and represents a unilateral consideration of aviation.

This opinion is based upon the following interpretations of the proposed agreement:

Agenda 3/23/71

AGENDA ITEM NO. M-1a

accountability to county
not to Ox + Cam
no. 617

1. The Cities of Camarillo and Oxnard are designated as proprietors of the airport with the County as the lessee. Under the terms of operation, the lessee is confronted with conditions that make any rational accountability to the electorate impossible.
2. Through the terms of the agreement, the County, as lessee, would be subject to the decisions of the Cities of Camarillo and Oxnard regarding development and utilization of the facility. Contrary to the denial of the County to control the aviation facility, the Cities are relieved of any financial obligation, legal liability, and accountability to the public.
3. Under the proposed restrictive provisions regarding operations, the facility could not be operated economically now, or in the future. It would be totally a liability to the public, a discredit to aviation, and a waste of public properties.
4. Although the role of the County fluctuates from lessee to a member of a tripartite agreement, the agreement could be nullified by the action of any one member, placing the entire transaction in jeopardy and in conflict with any responsible deed from the Federal government.
5. To take possession of the facility under this agreement would deny the County the authority to make decisions on utilization of the facility, uncertainty on operational controls, and an opportunity for one party to totally disregard the interest of the other two parties.
6. The existing facility, known as the Oxnard-County Airport, would be subject to environmental controls that have not been discussed with the County, nor has any attempt been made to determine the appropriateness of the proposed regulations.

While this office is of the opinion that airport operational programs should be worked in conjunction with Cities, and that such programs should be followed in the interest of the entire public, the proposed agreement warps the intent of such a philosophy to include

(agreed 1/25/71)
either destroy or convert
sound

With Hudson
Devilbiss X

No sense in
permitting other
than Bureau's
with VCPB

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a tie between the existing facility and the proposed Camarillo Airport.

Although more detail concerning the proposed agreement will be presented to your Board during the discussion, the gross deficiencies and complete failure to relate a reasonable degree of authority to the entity with operational responsibilities makes the proposed agreement impossible to reform.

An acceptable agreement can only come from discussion and the recognition that there is mutual interest in the welfare of the public.

How about the welfare of Oxford + Camarillo?

Very truly yours,

Loren W. Enoch

LOREN W. ENOCH
County Executive

LWE:mj

Attachment

cc: *Mr. James Ahern*
Mr. Tom Volk