

28

Sept 71

COOPERATIVE AGREEMENT BETWEEN
COUNTY OF VENTURA AND CITY OF OXNARD
REGARDING FORMER OXNARD AIR FORCE BASE

THIS COOPERATIVE AGREEMENT is made and entered into this _____ day of _____, 1971, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County", and the CITY OF OXNARD, a municipal corporation, hereinafter called "City".

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 and the County-owned Oxnard Airport, the City of Oxnard has a more direct concern with any actions taken by the County to use these facilities for civilian aviation, and

WHEREAS, the County and City are empowered to provide airports and airport facilities under the laws of the State of California, and

WHEREAS, the parties hereto desire to enter into a joint agreement for the improvement and protection of the County-owned airport in Oxnard,

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

1. Term

1971s
The term of this agreement shall commence _____, 1971, and terminate June 30, 1990. Upon the termination of this agreement, the parties hereto shall negotiate a new agreement restricting the use of the airports described herein in a manner consistent with the protection of the environment of the surrounding area and the safe and economic operation of the airports.

2. Oxnard Air Force Base Acquisition

The County shall pursue with diligence those actions necessary to acquire title to and possession of the Oxnard Air Force Base facilities, hereinafter called OAFB, in Camarillo for use as a public airport consistent with the terms of this agreement. The City shall support the County in these actions.

3. Operation Standards - OAFB

The County shall operate the OAFB facilities for aviation purposes as provided for herein, subject to the following conditions:

a. Aviation activities shall conform within the estimated CNEL = 60 dB noise contour for use as a commercial aviation facility (1975), according to Figure 2 of the Environmental Impact Study of the Camarillo Airport prepared for the Ventura County Board of Supervisors by Wyle Laboratories and dated October, 1970, which Figure 2 is attached hereto as Exhibit "A" and made a part hereof. Provided, however, the operations of the airport shall not extend the CNEL = 55 dB noise contour as shown on Exhibit A beyond the west line of Oxnard Boulevard.

(1) 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.

(2) When scheduled air carrier aircraft have commenced to use the airport, a CNEL monitoring system shall be provided. 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.

(3) 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:

(a) The noise impact boundary shall be validated by measurements made at locations specified in paragraph (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 ± 1.5 dB of the criterion value.

allows tremendous variation

(b) At least ten (10) locations, approximately 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 be determined with reference to the airport's flight patterns. Two additional boundary monitor locations shall be utilized to determine the measured location of the CNEL = 55 dB noise contour at the maximum eastern and western extent of the contour.

(c) Monitoring shall be scheduled while commercial jet aircraft 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 (along the contour) of boundary monitor positions and length of time sample at each position shall be reviewed and revised, as necessary, by consent of both parties to this agreement.

b. (1) Single event noise levels shall not exceed the following limit: At a point 18,000 feet west of the brake release point for westerly takeoffs (corresponding to a point approximately 11,050 feet west of the west end of the runway, excluding the 1,000 foot overrun section), and on the extended center line of the runway:

Maximum noise level = 90 decibels on the A-Scale
Maximum SENEL $\overset{\text{or}}{=}$ 102 dB

(2) 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 their monitoring system; the County shall not be required to monitor both single-event quantities.

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

c. In addition to conforming with the noise standards, the County shall enter into agreements with commercial airlines using the airport facilities so that their scheduled

explain
7 days a week
365 days a year
San Int?
no limit on business jets
no punishment for non-conformance

scheduled

air carrier jet flights do not exceed 14 flights per day and do not exceed an annual average of 5 flights per hour excluding emergency flights, until such time as experience with flight operations demonstrates that additional flights may be permitted within the noise limits imposed in this agreement. A flight shall constitute one take off and one landing of an aircraft, meaning that 14 scheduled air carrier jet planes could come and go in one day. An in-flight emergency is defined as any condition or set of conditions determined by the pilot in command of an aircraft as being detrimental to the safety of the aircraft, its cargo or occupants.

d. The County shall include in all of its agreements with scheduled air carriers using the airport, and in all agreements with, or regulation of, operators of business jets or non-scheduled jet aircraft, the requirement to conform to the published rules and regulations of the airport (including the single event noise limits).

e. The County shall include in all of its agreements with or regulation of scheduled air carriers using the airport, and with operators of business jets or non-scheduled jet aircraft, a prohibition against the use of jet aircraft between the hours of 10 p.m. and 7 a.m. of any day excluding emergency flights.

f. The City 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 agreement, provided the revisions are acceptable to the Federal Aviation Administration as safe and reasonable for the operation of aircraft in the area.

g. 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.

h. The County, as proprietor of the airport facility, shall enforce the operating provisions of this Paragraph 3, 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 statute for violation by aircraft operators. It is the intent of the City and the County that by this agreement the City shall not have assumed nor shall assume any responsibility for operational control of the airport and that operational control of the airport is the sole responsibility of the County as proprietor.

i. The standards 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 the City and the County in the enforcement of these standards.

4. Operation Standard - Oxnard Airport

The County shall operate the Oxnard Airport for general aviation and/or limited commercial purposes.

a. Aviation activities boundaries shall be retained within the estimated CNEL = 60 dB noise contour for use as a general aviation airport according to Case C of Exhibit "C"

attached hereto and made a part hereof.

b. The County shall install and operate a monitoring system on the same basis as set for the OAFB in Section 3 of this agreement except that:

(1) Monitoring shall commence within one year from the date of this agreement whether or not commercial jet aircraft are using the airport.

(2) Monitoring equipment for single event noise levels shall be installed within one year from the date of this agreement, and shall be maintained on a trial basis for a period of six months. The actual single event levels obtained during this period shall be used as a basis for establishing practical single event noise levels for the mix of general aviation aircraft using the airport. Thereafter single event noise levels shall be monitored continuously for a period of 48 weeks per year to assure compliance with noise levels established by the County by ordinance or other enforceable regulation.

c. The County shall include in any agreement with scheduled and non-scheduled air carriers a requirement to conform to the published rules and regulations of the airport.

d. The County by ordinance shall prohibit all jet aircraft from taking off or landing, except emergency flights, between the hours of 10 p.m. and 7 a.m. of any day. An in-flight emergency is defined as any condition or set of conditions determined by the pilot in command of an aircraft as being detrimental to the safety of the aircraft, its cargo or occupants.

5. City/County Airport Land Use Plans

The City and the County each shall develop and maintain their general plans of land use so as to insure continuing compatibility between the uses proposed by the plans within the planning area and the operation of the airport.

object to airport

a. Oxnard Airport - All planning and land use and/or construction within the area designated in Exhibit "E" shall be in accordance with the "Land Use Compatibility Guide for New Development in an Aircraft Noise Environment," which is attached hereto as Exhibit "D" and made a part hereof.

b. OAFB - All planning and land use and/or construction within the areas designated on Exhibit "F" shall be in accordance with the "Land Use Compatibility Guide for New Development in an Airport Noise Environment" which is attached hereto as Exhibit "C" and made a part hereof.

c. The boundaries set forth in Sections a and b above are separate and distinct from those boundaries set forth in Sections 3 and 4 and shown on Exhibits "A" and "C" attached hereto and made a part hereof.

noise abatement of city

6. Major Development of Airports

Any major airport improvements proposed to be made by County, including land acquisition, overlay of existing runway, etc., shall only be undertaken after approval by the City. While the County retains the responsibility for future improvements at the airports, there is a commitment to seek the Council's concurrence.

7. Review Committee

A committee consisting of two members of the County Board of Supervisors and two Councilmen for the City annually shall review the regulatory program and records pertinent thereto for the airports with a view of verifying compliance with this agreement. The County shall make available periodically to the Committee and Oxnard the information obtained from monitoring, information as to the flights to and from the airport, flight patterns, hours of flights and types of aircraft. Oxnard may require the necessary additional monitoring to verify that operations according to the information provided are being conducted within the sound limits imposed herein. The committee may recommend to the parties to this agreement amendments

could be expanded - for economic reasons

-8-

it believes to be in the public interest. The operating conditions in Sections 3 and 4 may be amended by the parties hereto after a public hearing.

8. Adoption of Necessary Laws

Illegal !!!

The City and the County each agree to adopt any ordinance, resolution, rule or regulation necessary to implement the provisions of this agreement.

9. Default

bypassing by an informal agreement the laws governing OX + all cities + Counties

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 ninety (90) days following such notice, then this agreement shall continue in full force and effect. If the default is not remedied within ninety (90) 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.

10. Condition of OAFB Property Transfer

Weknow YSA

This agreement shall be submitted forthwith to the Federal Aviation Administration, the General Services Administration, and to the Environmental Protection Agency to be made a part of the document of transfer of the former Oxnard Air Force Base to the County. If the Federal Aviation Administration, the General Services Administration, and/or the Environmental Protection Agency disapprove, in whole or in part, this agreement after said airport has been transferred to the County, then the parties hereto shall seek alternate means of assuring compliance with the provisions of this agreement.

11. Proposed Pt. Mugu Airport

The parties hereto agree that the optimum commercial aviation site for unrestricted airport use would be in the Point Mugu-

Ormond Beach area, and further agree that the proposed operation set forth in Paragraph 3 above for the OAFB will meet limited commercial needs through the year 1985. Realizing the limitation beyond the 15-year period, the parties hereto shall take the following actions to determine the feasibility of establishing the ultimate unrestricted commercial aviation site in the Point Mugu-Ormond Beach area.

a. The City and County shall counsel with the Department of Defense and such other Federal and State officers as appropriate to determine the future availability of the Pt. Mugu Navy Station or the possibility of locating a commercial airport immediately to the north of the Pt. Mugu Navy Station in the Ormond Beach area. This action shall respect the military mission of the Pt. Mugu facility.

Mugu
b. When the City and County agree that an active program to develop commercial aviation facilities in the Pt. Mugu - Ormond Beach area has reasonable expectations of success, an environmental study shall be conducted. The County and the City each agree to contribute five thousand dollars (\$5,000.00) toward the cost of the study; provided, however, the contract for the study shall have been let no later than June 30, 1981. The specifications for such study shall conform to state and federal requirements for environmental impact study. The consultant shall be selected by the County subject to the prior written approval by the City, which approval shall not be unreasonably withheld.

12. 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

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF OXNARD

Dated: _____

By _____
Mayor

ATTEST:

COUNTY OF VENTURA

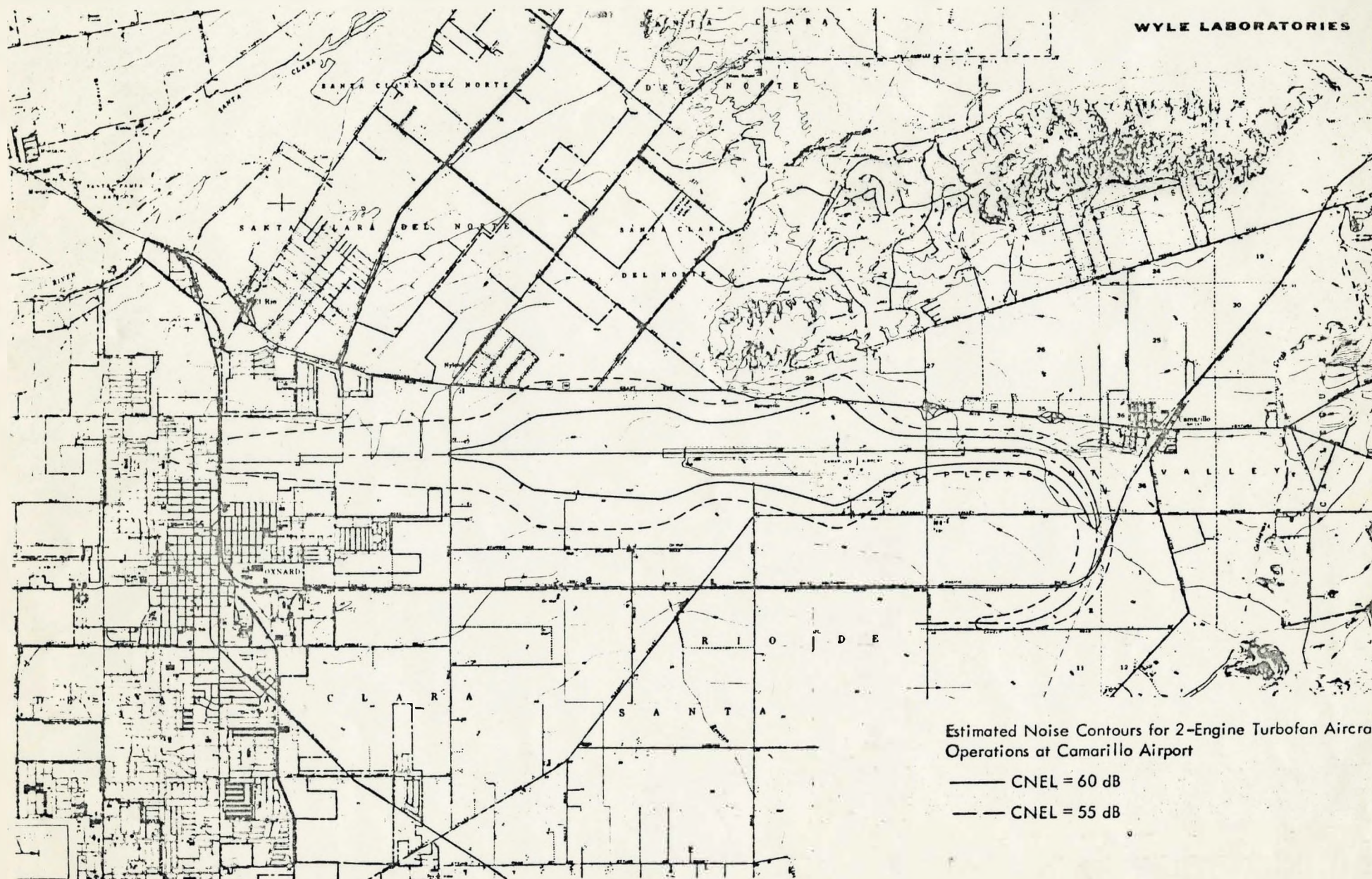
Dated: _____

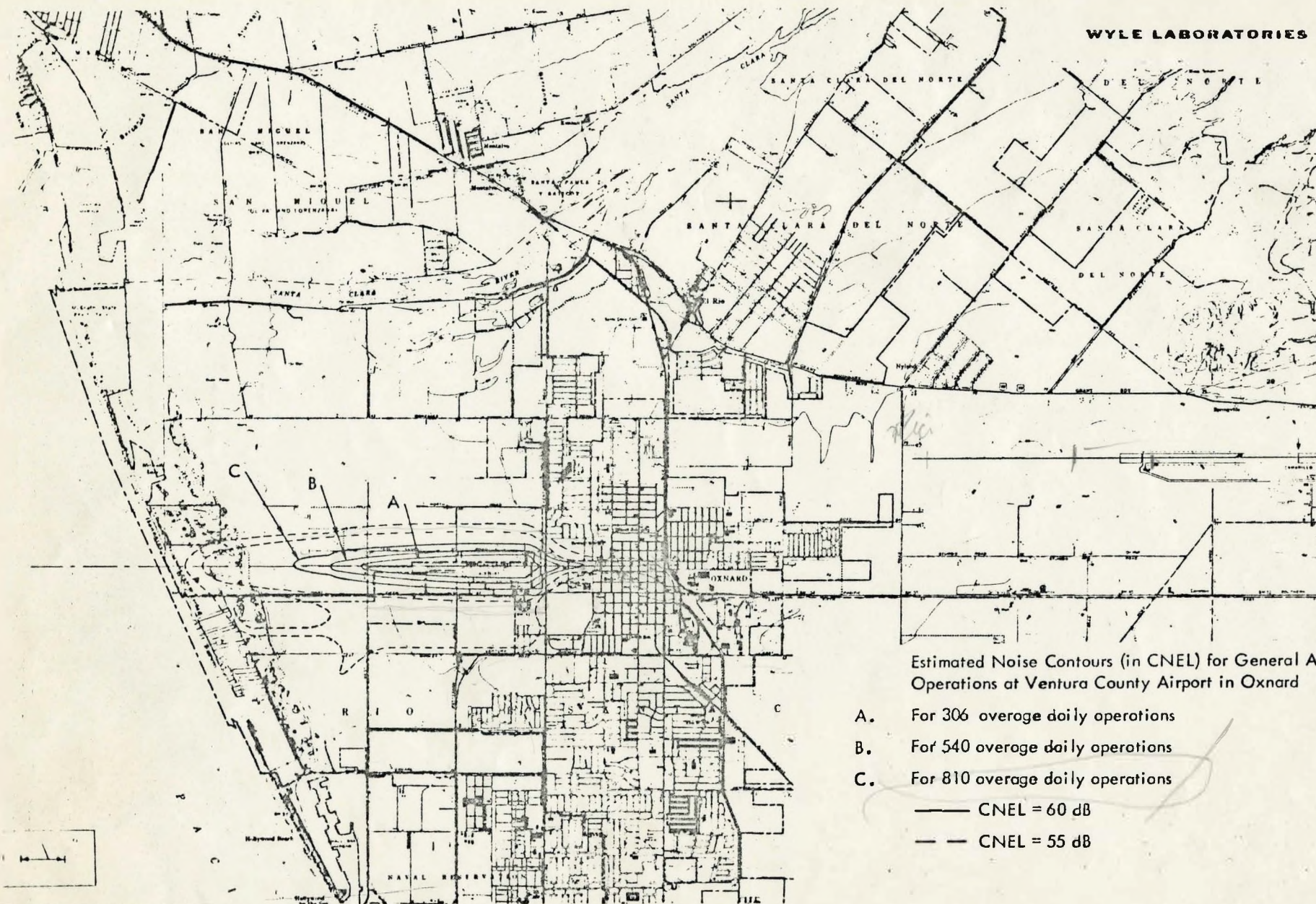
By _____
Chairman, Board of Supervisors

ATTEST:

WYLE LABORATORIES

EXHIBIT "A"





56 dBA homes standard
52 dBA schools standard construction

LAND USE COMPATIBILITY GUIDE FOR NEW DEVELOPMENT
IN AN AIRCRAFT NOISE ENVIRONMENT

Land Use Category	Noise Sensitivity Code ¹	Approximate CNEL Range for Compatible Use							
		55	60	65	70	75	80	85	90
1. Residential - Single and Two Family Homes, Mobile Homes	1	A							
2. School Classrooms, Libraries, Churches, Hospitals, Nursing Homes, et cetera	1	A	B						
3. Auditoriums, Concert Halls, Outdoor Amphitheaters, Music Shells	1	D							
4. Residential - Multiple Family Apartments, Dormitories, Group Quarters, Orphanages, Retirement Homes, et cetera	2	A	B						
5. Transient Lodging - Hotels, Motels	3	A	B			C			
6. Playgrounds, Neighborhood Parks	3	A							
7. Sports Arenas, Out-of-door Spectator Sports	3	D							
8. Office Buildings, Personal, Business and Professional Services	3	A		B			C		
Commercial - Retail, Movie Theaters, Restaurants	3			B			C		
Manufacturing - Noise Sensitive/ Communications - Noise Sensitive	3 3						C		
9. Golf Courses, Riding Stables, Water- Based Recreational Areas, Cemeteries	4	A							
Livestock Farming, Animal Breeding	4								
10. Commercial - Wholesale & Some Retail, Industrial/Manufacturing, Transportation, Communications & Utilities	5	A			B			C	
11. Agriculture (Except Livestock Farming) Mining, Fishing	5	A							

Descriptors A, B, C and D are defined on page 2 of Exhibit "D".

EXHIBIT "D"

LAND USE CODING/CONSTRUCTION TYPE DESCRIPTORS

- A. Specified land use is satisfactory, based on the assumption that any buildings involved are of normal construction, without any special noise insulation requirements.
- B. New development or construction should be permitted only on condition that a detailed analysis of requirements for building noise reduction performance be made and indicated noise insulation and air supply features be included in the design and construction.
- C. New development or construction should be undertaken only if (1) it is directly related to airport activities or services, and (2) special noise insulation and air supply features are included in the design and construction.
- D. A detailed analysis of the noise environment, considering noise from all urban and transportation sources should be made, and needed noise insulation features and/or special requirements for sound reinforcement systems should be included in the basic design.

Construction Type Descriptor B corresponds to a reduction of noise level (exterior to interior) of 35 decibels on the A-scale; and Construction Type Descriptor C to a reduction of noise level (exterior to interior) of 45 decibels on the A-scale. Agencies having jurisdiction over building standards shall treat these values as performance standards and shall require the owner of the building to show compliance by submitting engineering data or results of field tests in the completed building.

JOINT AIRPORT AGREEMENT

OXNARD AIRPORT

Palm Street Extension

60 CUEL

7th Street Extension

Proposed
West Bypass Freeway

5th St.

Victoria Av.

K St. Extension

MANDALAY BEACH

OXNARD BEACH

HOLLYWOOD BY THE SEA

SILVER STRAND

U.S. NAVY BASE
CONSTRUCTION BATTALION CENTER

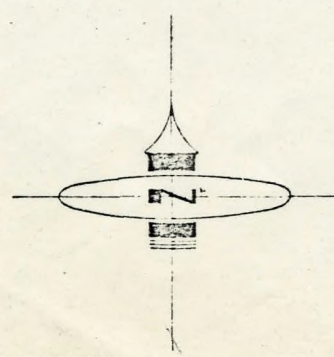
PORT HUENEME HARBOR

CITY OF

PORT HUENEME

ORMOND BEACH

EDISON GENERATING PLANT



FORMER AIR FORCE BASE---

HWY. 101

Revolon | Slough

OXNARD AIR FORCE BASE

EXHIBIT "F"