

R E C E I V E **D**
JUN 30 2017

Ventura LAFCo

94-60 PT. MUGU REGIONAL AIRPORT AUTH.

CITY OF
VENTURA
CITY CLERK'S OFFICE
P.O. Box 99
501 Poli Street #204
Ventura, CA 93002

JPA
94-60

**FIRST AMENDED
JOINT POWERS AGREEMENT CREATING
THE POINT MUGU REGIONAL AIRPORT AUTHORITY**

This JOINT POWERS AGREEMENT CREATING THE POINT MUGU REGIONAL AIRPORT AUTHORITY (the "Agreement") is made and entered into by the County of Ventura, the Cities of Camarillo, Oxnard, Port Hueneme, Thousand Oaks, and San Buenaventura pursuant to Section 6500, et seq. of the Government Code and other applicable law.

The parties hereto agree as follows:

Section 1. Purpose and Scope

This Agreement constitutes a joint powers authority for the purpose of acquiring and operating the Point Mugu Regional Airport.

Section 2. Definitions

The following terms are defined for the purpose of this Agreement unless otherwise apparent from context:

"Authority" means the Point Mugu Regional Airport Authority created by this Agreement.

"County" means the County of Ventura.

"District" means the Oxnard Harbor District.

"Camarillo" means the City of Camarillo.

"Oxnard" means the City of Oxnard.

"Port Hueneme" means the City of Port Hueneme.

"Thousand Oaks" means the City of Thousand Oaks.

"Ventura" means the City of San Buenaventura.

"Cities" means Camarillo, Oxnard, Port Hueneme, Thousand Oaks and San Buenaventura.

"Equally" means that amount determined by dividing the liabilities or assets of the Authority by the total number of Parties to this Agreement at the time the calculation is made.

"Airport" means the aeronautical facilities located at the Point Mugu Naval Air Station which are available for the civilian use and acquired by this Authority.

"Party" or "Parties" means one or all of the parties to this Agreement.

**Section 3. Creation of Authority as a Separate Entity,
Effective Date**

It is the intention of the Parties to create, by means of this Agreement, a separate legal entity within the meaning of section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law, and which shall be deemed established when at least five (5) of the Parties, including the County, execute this Agreement (the "Effective Date"). The Authority created hereby shall be an entity separate and apart from the Parties to this Agreement, pursuant to Government Code section 6507. The Authority shall assume responsibility for the work of the Point Mugu Airport Joint Use Investigative Committee.

Section 4. Governing Board

(a) The governing board of the Authority shall be composed of not more than seven (7) persons (the "Board"). Each party shall appoint one person to serve as a member of the Board. Each

appointee shall serve a four (4) year term at the pleasure of the appointing party. Initial appointment shall be made within 30 days of the effective date of this Agreement. The person appointed shall be an elected official of the governing body of the appointing party. Each Party shall determine the qualifications of the person appointed by that Party.

(b) Each Party shall appoint one person to serve as an alternate member of the Board. Each appointee shall serve a four (4) year term at the pleasure of the appointing Party. Initial appointments shall be made within 30 days of the effective date of this Agreement. The person appointed shall be an elected official of the governing body of the appointing party. Each Party shall determine the qualifications of the alternate Board member appointed by that Party.

(c) At the initial meeting, the Board shall appoint one of its members to serve as Chair, and a different member to serve as Vice-Chair. The Board shall appoint a Secretary and Treasurer. The Secretary and Treasurer may be Board members but shall not be the same person.

(d) The Board shall establish the policies of the Authority consistent with this Agreement.

(e) The Board shall take action only at public meetings in compliance with Government Code section 54900 et seq. (Ralph M. Brown Act.)

(f) A majority of the total membership of the Board shall constitute a quorum of the Board for the transaction of business.

A majority of the Board shall be required to approve any expenditure of funds exceeding \$5,000.00 and orders for the acquisition of real property. A majority of a quorum of the Board shall be sufficient to take any other action. The Board shall act by motion or resolution.

(g) Members of the Board shall serve without compensation but shall be reimbursed for reasonable and necessary expenses incurred in furtherance of the business of the Authority.

Section 5. Common Powers

The Authority shall have, and exercise those powers common to its members with respect to the establishment, acquisition and management of an airport and shall have all of the express powers set forth in section 6500 et seq. of the Government Code, and other applicable laws and this Agreement. The Authority shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of this Agreement, the Bylaws and applicable law.

Section 6. Regular Meetings

The Board shall, by means of the adoption of Bylaws, establish dates and times of regular meetings of the Board. The location of each meeting shall be as directed by the Board.

Section 7. Officers, Employees

(a) Officers: The Board shall appoint an Executive Director and Treasurer to carry out the policies of the Authority. The Treasurer may be the Treasurer of one of the

Parties. Officers of the Authority shall serve at the pleasure of the Board. Officers shall be compensated in amounts established by the Board.

(b) Employees: The Executive Director shall appoint qualified persons, as employees, to fill positions authorized by the Board. Each such employee shall serve at the pleasure of the Executive Director.

Section 8. Consultants

The Board may engage the services of independent consultants as necessary from time-to-time.

Section 9. Conflicts of Interest

(a) The Authority shall adopt a conflicts of interest disclosure code which shall be effective upon approval by the code reviewing body.

(b) Officers and employees of the Authority shall comply with the Political Reform Act and other provisions of law dealing with conflicts of interest.

Section 10. Environmental Affairs

The Authority shall serve as lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., "CEQA"), as it may be amended from time-to-time, for all environmental studies required for Authority activities. Each Party to this Agreement shall be deemed a responsible Party within the meaning of CEQA. The Authority shall determine whether additional responsible Parties exist.

Section 11. Finance

(a) Each Party shall loan the Authority Twenty Thousand Dollars (\$20,000). Each such loan shall be evidenced by a Promissory Note which shall bear interest at the average rate paid by the Local Agency Investment Fund (LAIF) during the term of the loan. The term of each such loan shall be five (5) years.

(b) The Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply in all respects, with all provisions of applicable law.

(c) All fees, revenue, and other income generated by Airport operation are not to be distributed to any Party, but are to be used only for Airport operation.

(d) Issuance of revenue bonds or other obligations as provided in this Agreement shall not be considered debts, obligations, or liabilities of the Parties.

(e) The Authority shall contract with an independent certified public accountant or firm of certified public accountants to make an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed annually with each of the Parties and with the Auditor-Controller of Ventura County, as part of the public records, within twelve (12) months of the end of the Fiscal Year under examination. Such annual audit and written report shall comply with the requirements of California Government Code section 6506. The costs of the annual audit, including contracts

with, or employment of, such independent certified public accountant or firm of certified public accountants in making an audit pursuant to this Agreement, shall be a charge against any unencumbered funds of the Authority available for such purpose.

(f) All Parties agree that each Party will not levy any fees or taxes on Airport operations or uses.

Section 12. Property

Real and personal property may be acquired by the Authority by donation, purchase, or lease. Title to property acquired by the Authority shall be held in the name of the Authority.

Section 13. Term, Termination

(a) This Agreement is effective on the Effective Date and shall continue in effect for so long as the Authority operates the Airport.

(b) Any Party may withdraw from the Authority upon the giving of three hundred sixty (360) days prior written notice. However, except those debts, obligations, or liabilities which are not debts, obligations, or liabilities of the Parties pursuant to section 11(d) of this Agreement, the withdrawing Party shall remain responsible for its equal share of liabilities of the Authority existing as of the date of withdrawal. Provided, further, the withdrawing party shall not share the assets of the Authority unless the Authority is terminated prior to the effective date of the three hundred sixty (360) days written notice. Assets and liabilities accruing after the

effective date of withdrawal shall accrue solely to the remaining Parties.

(c) If all of the Parties give written notice of termination, the assets and liabilities of the Authority shall be distributed equally to all Parties.

Section 14. Amendment

This Agreement may be amended at any time with the consent of all of the then Parties hereto.

WHEREFORE, the Parties to this Agreement have caused this Agreement to be executed on their behalf, respectively, as of the Effective Date, as follows:

COUNTY OF VENTURA

RICHARD D. DEAN, County Clerk

Maggie Keldie

Chair



Attest: *Kathryn Miller*
Deputy Clerk of the Board

CITY OF CAMARILLO

Mayor

ATTEST: _____
Clerk of the Board

CITY OF OXNARD

Mayor

ATTEST: _____
City Clerk

(Signatures Continued on Next Page)

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WHEREFORE, the Parties to this Agreement have caused this Agreement to be executed on their behalf, respectively, as of the Effective Date, as follows:

COUNTY OF VENTURA

Chair

Attest: _____
Clerk of the Board

CITY OF CAMARILLO

Mayor

ATTEST: _____
Clerk of the Board

CITY OF OXNARD

D. Manuel Lopez

Mayor

ATTEST: *Daniel Martinez*

City Clerk

(Signatures Continued on Next Page)

CITY OF PORT HUENEME

Mayor

ATTEST: _____
City Clerk

CITY OF THOUSAND OAKS

M. Mulkowski

Mayor

ATTEST: *Nancy A. Dixon*

City Clerk

CITY OF SAN BUENAVENTURA

[Signature]

Mayor

ATTEST: *[Signature]*

City Clerk

APPROVED AS TO FORM:

Pete Bule *nd*

City Attorney