



# Modification to Agenda Item

Date: October 20, 2006

To: Darlene J. Bloom, Clerk of the Board of Supervisors

CC: County Executive Office

From: Rob Richardson, County Executive Office

RE: Agenda Item(s) # 33 for the 10/24/06 Board Meeting

ASR Control #(s): 06-002201

Subject: Cooperative Agreement with Newport Beach

RECORDED  
06 OCT 20 AM 11: 27  
CLERK OF THE BOARD  
ORANGE COUNTY  
BOARD OF SUPERVISORS

Explanation:

Please replace item #33 with the attached ASR.

Revised Recommended Action(s)

Make modifications to the:

Subject

Background Information

Summary

Revised Exhibits/Attachments (attached)

Additional Information and/or Correspondence (attached)

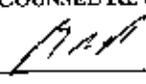


# AGENDA STAFF REPORT

ASR Control

MEETING DATE: 10/24/06  
 LEGAL ENTITY TAKING ACTION: Board of Supervisors  
 BOARD OF SUPERVISORS DISTRICT(S): 2  
 SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Pending)  
 DEPARTMENT CONTACT PERSON(S): Thomas G. Mauk (714) 834-6200

SUBJECT: Cooperative Agreement with Newport Beach

CEO CONCUR 	COUNTY COUNSEL REVIEW 	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A                      Current Year Cost: N/A                      Annual Cost: N/A  
 Staffing Impact: No                      # of Positions:                      Sole Source: N/A  
 Current Fiscal Year Revenue: N/A  
 Funding Source: N/A

Prior Board Action: July 8, 2003 Memorandum of Agreement

### RECOMMENDED ACTION(S)

1. Approve the Cooperative Agreement and authorize execution by the Chairman of the Board.
2. Direct the CEO to implement the elements of the plan with the City of Newport Beach as outlined in the Cooperative Agreement

### SUMMARY:

The County Executive Office recommends approval of the Cooperative Agreement with the City of Newport Beach.

### BACKGROUND INFORMATION:

The County Executive Office recommends approval of attached agreement (Exhibit A) relating to continuing cooperative efforts between the County of Orange and the City of Newport Beach (the City). The agreement restates the County's continuing management of and jurisdiction over John Wayne Airport and further provides:

- a. The City will not attempt to annex portions of the airport.

- b. The City has the right to review and approve/disapprove any airport runway extensions or second runway proposals.
- c. The City will become and remain a "consistent" agency relative to the Aviation Environmental Land Use Plan (AELUP).

The agreement also provides for future joint studies relative to Upper/Lower Newport Bay.

**FINANCIAL IMPACT:**

Not to exceed \$1,000,000.

**STAFFING IMPACT:**

N/A

**EXHIBIT(S):**

Exhibit A - Cooperative Agreement with Newport Beach  
Exhibit B - JWA & Environs

# COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT ("AGREEMENT") by and between the County of Orange (County), and the City of Newport Beach ("City") is dated the 1<sup>st</sup> day of November, 2006 ("Effective Date") and is made with reference to the following:

## RECITALS

- A. The City and County share the goals of: (i) fostering local government cooperation as a way to enhance service to the public without increasing costs; and (ii) ensuring that plans and studies provide public officials with the information necessary to make informed decisions on the nature and extent of municipal services to be provided as well as the most cost effective way to provide those services.
- B. The Parties, through this Agreement, commit to work in good faith to ensure that their cooperation will: (i) ensure the public continues to receive high quality and cost effective services; (ii) maintain or enhance their constituents quality of life; (iii) preserve and enhance the wildlife habitat, educational and recreational value of natural resources; and (iv) provide a means for continued cooperation to benefit the public and the taxpayer.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GOALS AND OBJECTIVES

A. Airport Area Compatibility. The City and County intend, through this Agreement and any subsidiary agreement that the Parties determine is necessary or appropriate to implement this Agreement, to expand their longstanding efforts to promote compatibility between operations at John Wayne Airport ("JWA" – See Exhibit A) and land uses within and in proximity to the City. The Parties intend to promote compatibility by, among other things, committing to preserve certain longstanding land use plans, such as the Santa Ana Heights Specific Area Plan ("SAHSAP"), that were designed to harmonize land uses in Santa Ana Heights with air carrier operations at JWA. The Parties also intend this Agreement to prohibit City annexation of JWA and other JWA-owned or County-owned property without County approval. The Parties also intend, through this Agreement and any subsidiary agreement that the Parties determine is necessary or appropriate to implement this Agreement, to require County compliance with a process that includes City consideration and approval prior to County acquiring property for the purpose of extending the existing air carrier runway to the south or constructing a second air carrier runway, and to require the City to become a consistent agency with respect to land uses and related planning in the airport area as specified in the Airport Environmental Land Use Plan ("AELUP").

II. AIRPORT AREA COMPATIBILITY

A. Summary. The Parties commit, through this Agreement, and any subsidiary agreement that the Parties determine is necessary or

appropriate to implement this Agreement, to take actions with respect to existing plans and policies that promote compatibility between SAH land uses and JWA air carrier operations. This Agreement also confirms exclusive County jurisdiction over, and precludes City annexations of, JWA and/or areas essential to aircraft operations while requiring City consent to certain acquisitions of property. This Agreement also enables, but does not require in any way, the City and County to jointly plan, design, fund and/or construct public improvements.

B. Implementation. The Parties will, for the term of this Agreement, act in a manner consistent with the following:

(1) The City will not to initiate proceedings to annex, JWA or any portions of JWA or other County-owned land without the written consent of the County.

(2) Prior to any County (or successor agency) acquisition of land or any interest therein, including tide and submerged lands or other lands subject to the public trust for commerce, navigation, or fisheries, for the purpose of constructing a second air carrier runway at John Wayne Airport or extending the existing air carrier runway to the south, the County will submit a plan for the construction of the facility to the City Council of the City of Newport Beach as if Public Utilities Code section 21661.6 were applicable. The plan shall show in detail any proposed new/extended runway uses proposed for the property to be acquired. The Newport Beach City Council shall conduct a noticed public hearing on the plan, and shall thereafter approve or disapprove the plan as if Public Utilities Code section 21661.6 were applicable. The County may, subject to compliance

with other legal requirements, proceed with the proposed acquisition only in the event of City Council approval.

(3) The City will become a "consistent agency" for purposes of the AELUP and the City shall take the actions necessary to become a consistent agency within 12 months after the Effective Date. The City will retain this consistent agency status through the term of this Agreement provided that the AELUP 65 CNEL contour is not the expanded in comparison to that which is in the AELUP as of the Effective Date.

(4) The City will not repeal/modify the SAHSAP without County consent.

(5) City consent is not a precondition to County action necessary to comply with State and Federal laws.

(6) Both Parties agree that this Agreement has no impact on the JWA Settlement Agreement or the duties/rights of a party to that JWA Settlement Agreement.

(7) The Parties agree that, where appropriate, they may, but are not obligated to, cooperate in the planning, design, funding and construction of circulation or other improvements in or immediately adjacent to the City that are intended to mitigate traffic impacts or promote compatibility between JWA and land uses in the vicinity of JWA.

#### IV. TWO NEWPORT BAY STUDIES.

A. Summary. The Parties agree to cooperatively develop a Comprehensive Resource Management Plan ("CRMP") for the educational, public access, and habitat of the Upper Newport Bay, including the Upper

Newport Bay Preserve ("Nature Preserve") and adjacent properties, including the Upper Newport Bay Ecological Reserve and City-owned properties adjacent to the Bay. The Parties also agree to conduct a study of Lower Newport Bay services ("Lower Bay Services Study").

B. Funding. Funding for the two studies will come from the County and the City in direct proportion to the amount of land (including tidelands) that each entity administers. For example, the County owns approximately twenty percent (20%) of the CRMP study area. Therefore, the County agrees to fund twenty percent (20%) of the CRMP, with the City or other partners funding the remaining eighty percent (80%)

C. Implementation of the Studies. The CRMP and Lower Bay Services Study would begin after the time that the County Executive Officer notifies the City that a current Strategic Plan for Harbors, Beaches, and Parks countywide is complete.

D. Implementation of the Studies Recommendations. The Parties agree that, subsequent to completion of each study, they will engage in good faith discussions relative to implementing any study recommendations but final implementation shall be upon the mutual consent of both parties.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Orange, the Orange County Development Agency, and the City of Newport Beach.

\_\_\_\_\_  
Supervisor Bill Campbell, Chairman  
Orange County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Webb, Mayor  
City of Newport Beach

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darlene J. Bloom  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
LaVonne M. Harkless, City Clerk  
City of Newport Beach

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA  
By   
Deputy  
Date 10-21-06

Exhibit A  
JWA & Environs



1 inch = 1250 feet

JWA & Environs

-  County of Orange
-  JWA Limits (Existing)
-  JWA (Runway Protection Zone)
-  City Boundary