



County Executive Office
Memorandum

S702A

December 15, 2006

To: Bill Campbell, Chairman

From: Thomas G. Mauk, County Executive Officer

Subject: Exception to the Rule 21

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ORANGE COUNTY BOARD OF SUPERVISORS

The County Executive Office is requesting a supplemental for the December 19, 2006 Board Hearing Meeting.

Agency: John Wayne Airport
Subject: Membership in the Southern California Regional Airport Authority
District: All

Reason for supplemental: County response needed to participate in upcoming meetings.

Concur:

Bill Campbell, Chairman
Orange County Board of Supervisors

cc: Rob Richardson
Assistant to the County Executive Officer

**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

S/OA



ASR Control

06 DEC 15 PM 12:08
RECEIVED
COUNTY SUPERVISORS

MEETING DATE: December 19, 2006
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport
DEPARTMENT CONTACT PERSON(S): Alan Murphy (949) 252-5183

SUBJECT: Membership in the Southern California Regional Airport Authority

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion

[Signature]

N/A B/C

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A

Prior Board Action: December 10, 1991; April 29, 2003

RECOMMENDED ACTION(S)

1. Authorize the Chairman of the Board to send a letter to Mayor Villaraigosa and Supervisor Knabe accepting their invitation to join the Southern California Regional Airport Authority.
2. Designate one member of the Board of Supervisors to represent the County of Orange on the SCRAA Board of Directors and one to serve as the County's alternate.
3. Authorize the Board member selected to represent the County to SCRAA to negotiate changes to the Joint Powers Agreement consistent with the terms of this Agenda Staff Report and to return to this Board of Supervisors for consideration of the revised terms/Joint Powers Agreement within twelve months.

SUMMARY:

In June 2006, Chairman Bill Campbell received a letter from Los Angeles Mayor Antonio Villaraigosa and Los Angeles County Supervisor Don Knabe (attached) inviting the County of Orange to join them in a "revitalized" Southern California Regional Airport Authority (SCRAA). John Wayne Airport recommends that the County of Orange accept this invitation to join SCRAA and work with the organization to revise its existing Joint Powers Agreement to more accurately reflect the current regional aviation environment.

BACKGROUND INFORMATION:

SCRAA was created as a Joint Powers Authority in the mid-1980's to "resolve the Southern California Region's air carrier capacity shortfall and to independently develop regional airport facilities." Original members included the City of Los Angeles and the Counties of Los Angeles, Riverside and San Bernardino. The County of Orange joined SCRAA in 1991 and subsequently withdrew from the organization in 2003.

The County of Orange has learned through many years of experience as the owner and operator of John Wayne Airport that achieving a balance between the concerns of residents and the needs of the shipping and air traveling public is no easy task. For the last twenty years, Orange County has led the southern California region in expanding local airport capacity while remaining sensitive to the environmental concerns and needs of our local communities. Since 1985, scheduled commercial flights at John Wayne Airport have increased substantially and we have also been able to increase the number of commercial air carriers serving the airport from two in 1981 to eleven passenger and two cargo carriers at the present time. This month, JWA will begin construction on an ambitious \$500+ million capital development program that will provide enhanced air transportation facilities, infrastructure and services for our community.

Based on our experience, JWA believes that questions of airport siting and operation are inherently local – as are their impacts. The Airport also believes, however, that there can be value in addressing the issue of airport capacity within a regional context. To that end, John Wayne Airport recommends that the County of Orange join SCRAA and participate in this regional dialogue on airport capacity.

The original SCRAA Joint Powers Agreement was entered into under circumstances significantly different from those which exist today. The Airport recommends that, in conjunction with joining SCRAA, the County identify certain revisions to the Joint Powers Agreement that would be appropriate based upon current regional airport circumstances. Some of the more significant issues include: (i) membership or organizational composition of SCRAA; (ii) operational role and responsibilities of SCRAA; (iii) the issue of eminent domain and related proprietary powers; (iv) member responsibilities, including membership dues; and (iv) the relationship between SCAG and SCRAA.

Pursuant to CEQA Section 21065 and CEQA Guidelines Section 15378(b), the recommended action is not a project as defined by CEQA.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

N/A

EXHIBIT(S):

ATTACHMENT(S):

1. Southern California Regional Airport Authority Joint Powers Agreement
2. June 6, 2006 Mayor Villaraigosa and Supervisor Knabe Letter of Invitation
3. Draft Letter from Chairman Campbell

D R A F T

December 19, 2006

The Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

The Honorable Don Knabe
Supervisor, Fourth District
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Mayor Villaraigosa and Supervisor Knabe:

On behalf of the Orange County Board of Supervisors, I am pleased to advise you that the County of Orange is willing to join you in the Southern California Regional Airport Authority (SCRAA).

As we all know too well, achieving a balance between the concerns of our residents and the needs of the shipping and air traveling public is no easy task. For the last twenty years, Orange County has led the southern California region in expanding local airport capacity while remaining sensitive to the environmental concerns and needs of our local communities. Since 1985, scheduled commercial flights at John Wayne Airport have increased by over 300%, and we have been able to increase the number of commercial air carriers serving the airport from two in 1981 to eleven at the present time; we are capable of accommodating further evolution in the airline industry. Just this month, Orange County has begun construction on an ambitious \$500+ million capital development program at John Wayne Airport that will provide enhanced air transportation facilities, infrastructure and services for our community.

With respect to your invitation and SCRAA, let me begin by clarifying the County's belief that questions of airport siting and operation are inherently local – as are their impacts. I do, however, agree that there can be value in addressing the issue of airport capacity within a regional context.

As you know, the original SCRAA Joint Powers Agreement was entered into in the mid-1980's, under circumstances significantly different from those which exist today. Therefore, I think it is important for us to discuss the current goals and objectives of SCRAA and to consider what revisions to the JPA would be appropriate based upon current regional airport circumstances.

The County of Orange believes that it is important to address certain specific issues regarding the Joint Powers Agreement including, but not limited to:

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From-CLERK OF THE BOARD

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AGREEMENT NO. 84-149

JOINT POWERS AGREEMENT

BETWEEN

THE COUNTIES OF LOS ANGELES,
RIVERSIDE,
SAN BERNARDINO AND
THE CITY OF LOS ANGELES

CREATING A REGIONAL AIRPORT AUTHORITY

TO BE KNOWN AS

THE SOUTHERN CALIFORNIA REGIONAL AIRPORT AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Headings</u>	<u>Page</u>
-----	Recitals	1
1	Purpose	3
2	Term	4
3	Terminations and Amendments	4
4	The Authority	7
5	Powers and Duties of the Authority	7
6	Creation of the Southern California Regional Airport Authority Board of Directors	
	(a) Creation of Board	15
	(b) Membership	15
	(1) Parties	15
	(2) SCAG	15
	(c) Designation of Members and Alternates	15
	(d) Quorum	16
	(e) Meetings of the Board	17
	(f) Ralph M. Brown Act	17
	(g) Officers	
	(1) Chairperson and Vice Chairperson	17
	(2) Treasurer	18
	(3) Controller/Auditor	19
	(4) Chief Executive Officer	21
	(5) Secretary	23
	(h) Government Code 6513	23

Section

Headings

Page

7	Official Bonds	24
8	Assistance to the Authority	24
9	Interim Budgeting	25
	(a) Mandatory Contributions	25
	(b) Voluntary Contributions	26
	(c) Budget	26
	(d) Excess	26
10	Revenue Bonds	26
11	Notices	28
12	Other Obligations	29
13	Other Agreements Not Prohibited	29
14	Severability	29
15	Non-assignability of Participating Interest	29
16	Miscellaneous	
	A. Section Headings	29
	B. Laws of California	30
	C. Construction of Language	30
	D. Cooperation	30
	E. Successors	30
	F. Duplication of Rights	30
	G. Fiscal Year	31
17	Termination of Prior Agreement	31
18	Retained Rights	31
----	Signatures	32

JOINT POWERS AGREEMENT CREATING
A REGIONAL AIRPORT AUTHORITY TO BE
KNOWN AS THE SOUTHERN CALIFORNIA
REGIONAL AIRPORT AUTHORITY

THIS JOINT POWERS AGREEMENT is made by and between the signatory public entities executing this document, which must be all or at least number three of the following: the CITY OF LOS ANGELES, the COUNTY OF LOS ANGELES, the COUNTY OF RIVERSIDE and the COUNTY OF SAN BERNARDNO (hereinafter sometimes jointly referred to as "the Parties").

W I T N E S S E T H

WHEREAS, on April 29, 1982, the Parties previously entered into a Joint Powers Agreement for the Joint Exercise of Powers Relative to Explorations Toward the Formation of a Regional Airport Authority; and

WHEREAS, the Parties have met and discussed the present and future shortfall of air-carrier capacity at existing airports in the Southern California Region and discussed the future transportation needs of the region necessary to adequately accommodate the air traveling public; and

WHEREAS, it is apparent that no single existing governmental entity or institution has the requisite authority and present capability to resolve the Southern California Region's air-carrier capacity shortfall and to independently develop regional airport facilities; and

WHEREAS, it is the intent and desire of the Parties to supersede their former Joint Powers Agreement and to enter into a new joint powers agreement to establish a regional airport public entity, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the general purposes of this Joint Powers Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the Parties each have the power to acquire, construct, operate, repair, maintain and administer airport facilities and other related improvements and services; and

WHEREAS, the Parties entering into this Joint Powers Agreement are authorized to contract with others pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California (hereinafter sometimes referred to as the "Act"); and

WHEREAS, the Parties, subject to the conditions contained herein, envision the newly formed regional airport entity having appropriate non-exclusive powers including, but not limited to:

- (1) acquiring and operating existing commercial air-carrier and general aviation airports in the region;
- (2) entering into agreements for the use or acquisition of airports owned by the state or federal governments;
- (3) acquiring, constructing and operating new air carrier and general aviation airports;
- (4) improving and expanding existing airports acquired by the

entity, (5) allocating air-carrier service and use among such airport (6) planning and assisting in the coordination and development of off-site ground access facilities, transportation systems, and other facilities and services promoting air commerce, industry, tourism and transportation, and (7) conducting other related activities as are more fully stated hereinafter;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the respective Parties hereto do agree as follows:

Sec. 1. Purpose. This Joint Powers Agreement (hereinafter referred to as "Agreement") is made under the provisions of Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California and is made for the express purpose of forming a Southern California Regional Airport Authority (sometimes hereinafter referred to as "Authority") capable of exercising independent powers, separate and apart from the political entities which constitute the Authority, to acquire, construct, operate, repair, maintain and administer airports and related facilities and services in the Southern California Region. Each of the political entities constituting the aforesaid Authority has the powers necessary to implement and accomplish this Joint Powers Agreement.

The purposes of this Agreement shall be accomplished and said powers exercised in the manner hereinafter set forth subject, however, to such restrictions as are applicable to the City of

Los Angeles in its manner of exercising such powers, as required by Government Code Section 6509. Should City not be a Party to this Agreement, the County of Los Angeles shall be used for purposes of Section 6509.

Sec. 2. Term. The term of this Agreement shall commence upon approval and execution of this document by at least three (3) Parties and shall continue for so long as is necessary to carry out the purposes of this Agreement or until terminated as is provided hereinafter.

Sec. 3. Terminations and Amendments. Except for the special provisions contained in Subsection (h) for unilateral withdrawal of Parties which are applicable only through the "feasibility, investigation and study period":

(a) This Agreement cannot be terminated until all revenue bonds and other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution of the Authority authorizing the issuance thereof.

(b) All amendments to this Agreement shall take into consideration the holders of any revenue bonds or other forms of indebtedness which are outstanding in accordance with any resolution of the Authority authorizing the issuance thereof.

(c) No termination or amendment to this Agreement shall adversely affect the operation, repair, maintenance or administration of the airport facilities operated by the Authority, except by unanimous consent of all Parties to this Agreement.

(d) No termination or amendment shall be made which is contrary to any contract and/or grant agreement entered into by the Authority with the United States of America, or any agreement entered into by the Authority with the State of California, or any Department, administration or agency of either.

(e) Subject to the provisions of (a) through (d), the Parties may terminate or amend this Joint Powers Agreement by their unanimous mutual written consent. If the Agreement is terminated, any property acquired as a result of the Joint Powers Agreement, including but not limited to money, shall be divided and distributed in proportion to the contributions made, including voluntary and mandatory contributions made as provided in Section 9(b) hereof, unless otherwise required by law or by a franchise, license, permit, contract or other prior action of the Authority.

(f) This Agreement initially contemplates an up to four-party agreement. Subject to Section 3(a) and (h), if any Party shall elect to withdraw during the term of this Agreement, said withdrawal must be approved by all Parties to the Agreement. The Agreement may continue so long as there are three or more Parties in number to this Agreement who desire to continue with the purposes of this Agreement.

(g) Additional separate political entities may become parties to this Joint Powers Agreement provided all of the Parties to this Agreement unanimously consent and the appropriate action to approve becoming a party to this Agreement is taken by the prospective new party's governmental body.

(h) This Agreement anticipates an initial interim "feasibility, investigation and study period", which is more fully described in Section 5(e). During this period, and in any event until the provisions for notice of an action described in (i), (ii), (iii), or (iv) below have been complied with as required by this Section 3(h), any Party to this Agreement may exercise its right to unilaterally withdraw from this Agreement by giving at least sixty (60) days prior written notice of its decision to do so to the Authority and to each Party to the Agreement. Such notice may specify a date of withdrawal subsequent to the termination of the feasibility, investigation and study period. The consent of the Authority or other Parties is not necessary to effect withdrawal pursuant to this Subsection (h), provided, however, that the remaining Parties may determine that the withdrawal shall be effective at an earlier date than specified. Notice of withdrawal given prior to the end of a fiscal year of the Authority will relieve the withdrawing Party of all obligation to pay any mandatory contribution for the succeeding fiscal year.

By definition, the "feasibility, investigation and study period" terminates upon the occurrence of any one or more of the following actions: (i) the issuance by the Authority of any bonded indebtedness or similar capital expenditure indebtedness, (ii) the total or partial acquisition by the Authority of any airport, airport site or airport facilities, (iii) the commencement of constructing, operating, managing or administering an airport, airport site, or airport facility, or (iv) the entering into any contractual relationship, including but not limited to a grant agreement, which may by its terms prevent withdrawal. Failure

of the Parties to extend the period under Section 9(a) shall not constitute an end to the feasibility, investigation and study period for the purposes of a Party's withdrawal rights.

No Party may unilaterally withdraw from this Agreement subsequent to the occurrence of an action described in (i), (ii), (iii) or (iv) above. The Authority, however, shall not undertake or cause the occurrence of any such action which would have the effect of terminating the aforementioned period, or any Party's right to unilateral withdrawal, unless it has first given at least sixty (60) days prior written notice thereof to all Parties to this Agreement. Said notice shall state that following approval of the contemplated action, the right to unilateral withdrawal by a Party under this Agreement terminates.

Sec. 4. The Authority. Pursuant to the Act, there is hereby created a new public entity, separate and apart from the Parties hereof to be known as the "Southern California Regional Airport Authority." The debts, liabilities and obligations of the Authority do not constitute debts, liabilities or obligations of the Parties.

Sec. 5. Powers and Duties of the Authority. The Authority shall have the powers common to the Parties to this Agreement, subject to the limitations provided in subparagraphs (e) and (f), to:

(a) Develop, construct, acquire, operate, contract for, repair, transfer, maintain, manage, lease and administer general aviation and commercial air carrier airports and heliports and related facilities, improvements and services;

(b) Exercise those powers enumerated in the Act as the same now exists or may hereinafter be amended;

(c) Issue revenue bonds, pursuant to Article 2, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6540) as the same now exists or may hereafter be amended (hereinafter referred to as the "Bond Act"), and any other applicable laws of the State of California, whether heretofore or hereafter enacted or amended, and, without limiting the generality of the foregoing, to incur other forms of indebtedness as is authorized by the Bond Act or other provision of law, provided, however, that such revenue bonds and other forms of indebtedness shall not constitute debts, liabilities or obligations of the Parties;

(d) Do all acts necessary or convenient to the exercise of the foregoing and to accomplish the purposes of this Agreement, including but not necessarily limited to the following:

(1) to negotiate price and method of acquiring land, airport facilities, and related facilities;

(2) to make and execute all contracts, agreements and documents, including but not limited to agreements with any one or more of the Parties to this Agreement, other local governments, agencies or departments, the State of California, the United States Government, or agencies thereof, or any entity, person, or corporation of any kind or nature whatever;

- (3) to employ agents, servants and employees;
- (4) to acquire, construct, maintain, manage, operate, and lease buildings, works and improvements;
- (5) to acquire, hold and dispose of property, both real and personal;
- (6) to accept gifts;
- (7) to sue and be sued in its own name;
- (8) to conduct any environmental impact studies and proceedings, including the preparation of reports, as are required by any local government, the State of California and/or the federal government;
- (9) to issue revenue bonds and to incur other debts, liabilities or obligations (both long-term and short-term) pursuant to the Bond Act and this Agreement which shall not be debts, liabilities or obligations of the Parties executing this Agreement;
- (10) to grant franchises, permits and licenses and to lease and contract with, any person, firm or corporation, or agency of the State and/or federal government, for any period up to but not exceeding the maximum period as is provided by law, for the use of the acquired facilities or any part or parts thereof, for the promotion and accommodation of air commerce and air navigation, or any use incidental thereto, together with a right or

rights to use said facilities in common with others as necessary to the right(s) granted; and likewise to enter into leases or contracts with any person, firm or corporation for purposes other than the promotion and accommodation of air commerce and air navigation covering any portion of the facilities acquired whenever it is determined by the Board (as defined in Section 6a) that the use of such portions of the airport facility is not necessary for the promotion and accommodation of air commerce and air navigation or for uses incidental thereto;

(11) subject to the powers of the federal government respecting commerce, to establish policies, rules and regulations governing the use and control of any airport facilities owned or operated by the Authority, and the use of airways proximate thereto and incidental to air navigation;

(12) to apply for and receive any available State and/or federal grants;

(13) to operate, construct, repair, maintain, manage and administer airport facilities and other property;

(14) to exercise the power of eminent domain;

(15) to acquire, operate, maintain and contract for air and ground transportation services incidental to the purposes of this Agreement;

(16) to acquire, construct, operate, maintain, and contract for parking facilities, roads, overpasses, and other improvements;

(17) to develop, advertise and promote commerce and tourism;

(18) to own and operate aircraft and helicopters;

(19) to employ legal counsel;

(20) to adopt a budget;

(21) to establish a treasury for the deposit and disbursement of revenue funds and monies, according to the policies and procedures set forth in this Agreement; and

(22) to invest any money held in the treasury that is not required for immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

(e) Feasibility, Investigation and Study Period. As of the time of the execution of this Agreement, it is not known

whether the acquisition, construction, operation, repair, maintenance or administration of any airport facility by the Authority is feasible. However, some acts of the Authority will be accomplished in whole or in part prior to making any decision to acquire, build, or promote any airport facility. Financial negotiations, feasibility, economic, environmental and legal investigations and studies and other related studies (herein sometimes referred to as "feasibility, investigation and study period") must all be made by the Authority prior to the final decision to proceed or not to proceed with the purposes of this Agreement.

Nothing in this Agreement should be construed to commit the Parties or the Authority upon execution of this Agreement to any particular course of action or acquisition or non-acquisition, other than to participate in the "feasibility, investigation and study period". Details as to the investigation, the studies, and tentative scheduling of future actions shall be determined by the Authority as are deemed appropriate from time to time. Interim budgeting during the "feasibility, investigation and study period" is provided for in Section 9.

(f) Disapproval Rights of Parties Regarding Acquisitions.

The exercise of any power by the Authority to acquire any existing airport or any site for development of an airport as specified in this Section 5, whether acquisition be by gift, purchase, condemnation, lease, or otherwise, may be subject to a right of disapproval by the Parties as is described hereinafter, if

such right is exercised within forty-five (45) days of formal written notice by the Authority of the intent to acquire. Within the meaning of this Agreement, the exercise of a right of disapproval means the filing by a Party hereto of a written objection to a proposal for the acquisition by the Authority of an existing airport or of a site for development of an airport. A right of disapproval may also be exercised by oral objection made on behalf of a Party at a regular or special meeting of the Board of Directors at which a proposal for such an acquisition is offered to or considered by the Board of Directors. Upon the due exercise of a right of disapproval in any of the circumstances described in subsections (1) through (5) of this Section 5(f), the Authority shall have no power to acquire the property as to which such right of disapproval has been exercised.

The rights of disapproval as to such acquisitions are limited and specified as follows:

(1) A Party may disapprove acquisition by the Authority if said airport or site is owned, operated or controlled by said Party, regardless of physical location or date of acquisition by said Party.

(2) If a Party, the City of Los Angeles may disapprove acquisition by the Authority when said airport or site is located in City's incorporated geographical area.

(3) If a Party, the County of Los Angeles may disapprove acquisition by the Authority when said airport or site is located in the geographical area of said County, including all incorporated or unincorporated territory and appurtenant offshore areas except the incorporated geographical area of the City of Los Angeles.

(4) If Parties, the City of Los Angeles and the County of Los Angeles shall each have the right of disapproval over acquisition by the Authority when said airport or site is located in the offshore or tideland area inside or appurtenant to their geographical boundaries.

(5) The remaining Parties to this Agreement may disapprove acquisition by the Authority when said airport or site is located within their respective geographical areas, which shall include the entirety of all land within their respective geographical boundaries, notwithstanding the existence therein, in whole or in part, of incorporated or unincorporated areas.

(6) The disapproval rights herein shall not apply to the acquisition of property at or in the vicinity of an existing airport operated by the Authority because of actual or potential liability due to aircraft noise, fumes or smoke, or the settlement of inverse condemnation or other litigation.

(7) The disapproval rights described herein exist so long as a Party remains a Party to this Agreement. Withdrawal from this Agreement extinguishes all disapproval rights.

Sec. 6. Creation of the Southern California Regional Airport Authority Board of Directors

(a) Creation of Board. In order to effectuate the purposes of this Agreement as set forth herein, the Authority shall be governed by a Board of Directors composed of the same number of members as there are Parties to this Agreement. The Board of Directors shall exercise all of the powers vested in the Authority subject to the provisions of this Agreement. The Board of Directors shall be called the "Southern California Regional Airport Authority Board of Directors" (hereinafter sometimes referred to as the "Board")

(b) Membership.

(1) Parties. Each Party to this Agreement shall have (1) member and one (1) alternate appointed to the Board.

(2) SCAG. The Southern California Association of Governments (hereinafter referred to as "SCAG") shall appoint one non-voting member to the Board. The SCAG member shall be an elected official of a governmental entity who shall be designated by the SCAG executive committee. While SCAG shall have one non-voting member, it shall not be a Party to this Agreement nor shall SCAG's representative affect the quorum requirements of this Agreement.

(c) Designation of Members and Alternates. The governing body of each Party to this Agreement, except for City, shall appoint its member and alternate to the Board. If a Party,

City's member and alternate shall be appointed by its mayor. All Parties shall effect appointment by giving written notice thereof to the Secretary of the Board. Each Board member must be a voting member of the appointing Party's governing body. The alternate shall be either a voting member of the appointing Party's governing body or an elected official of a municipal government directly affected by air operations conducted by the Authority or by a member of the Authority.

Members and alternates shall serve on the Board during the term for which they are appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a member's or alternate's position on the Board shall automatically terminate if the term of elected public office of such respective member or alternate ends by or through any of the following: expiration of term of office without reelection, recall, resignation, incapacity or death. When a vacancy occurs, it shall be the duty of the Party having the power of appointment to fill the vacancy to designate a replacement member or alternate within sixty (60) days of the occurrence of such vacancy.

(d) Quorum. The presence of a majority of the Parties to this Agreement through the presence of their member or alternate shall constitute a quorum for the conduct of Authority business. A majority vote of the total membership of the Board shall be necessary for the transaction of business or for the approval of any matter, except for adjournment of a meeting which shall only require a majority vote of those present. No proxy or absentee voting shall be permitted. The SCAG representative shall not be counted in determining the presence or lack of a quorum.

(e) Meetings of the Board. The Board shall provide for its regular meetings. The dates upon which and the hour and place at which regular meetings shall be held shall be fixed by resolution. Prior to each Board meeting, notice of said meeting shall be sent to each of the Parties. The Board must hold at least one (1) regular meeting each calendar year. Special meetings and adjourned meetings may be held as required or permitted by law. Meetings shall be held at such times and places as any of the Parties hereto may reasonably request depending upon the pressures of business.

The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and its affairs as it may deem necessary.

(f) Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

(g) Officers.

(1) Chairperson and Vice Chairperson. The Board shall elect a chairperson and vice chairperson from among its members at its first meeting. Thereafter, at the first meeting held in each succeeding calendar year, the Board shall elect or reelect its chairperson and vice chairperson. In the event that the chairperson or vice chairperson so elected resigns from such office or ceases to be a member to the Board, the resulting vacancy

shall be filled at the next regular meeting of the Board held after the Board has determined that the vacancy exists. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson shall preside at and conduct all meetings of the Board.

(2) Treasurer. The Authority through its Board shall appoint a Treasurer who shall be either: (i) the Treasurer of one of the Parties, (ii) a certified public accountant, or (iii) such other officer or employee of the Authority as the Board shall deem qualified to act as Treasurer of the Authority.

The Treasurer shall have custody of Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board, provided that the provisions of any resolution of the Authority authorizing the issuance of revenue bonds or other forms of indebtedness shall control regarding the custody and disbursement of the proceeds of any revenue bonds or other forms of indebtedness issued pursuant thereto or any revenues pledged to the payment of such bonds or other forms of indebtedness.

The Treasurer shall assume the duties described in Government Code Section 6505.5, to wit: receive and receipt for all money of the Authority and place it in the treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond (Section 7) for the safekeeping and disbursement

of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable on outstanding bonds and coupons of the Authority; pay any other sums due from the Authority from Authority money, or any portion thereof, only upon warrants of the officer performing the functions of Controller who has been designated by the Authority; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

(3) Controller/Auditor. The Authority, through its Board, shall appoint a Controller/Auditor who shall be (i) the Controller of one of the Parties, or (ii) such other officer or employee of the Authority as the Board shall deem qualified to act as Controller/Auditor of the Authority.

Pursuant to Government Code Section 6505.5, if the Board appointees for Treasurer and Controller/Auditor are appointed pursuant to Section 6(g)(2)(i) and 6(g)(3)(i), then they shall be of and from the same Party. However, in the event appointment is made by the Board pursuant to Section 6(g)(2)(ii) above, thereby designating a certified public accountant as Treasurer, the Board shall appoint the Auditor of a Party to this Agreement as Controller/Auditor.

The Controller/Auditor shall draw warrants to pay demands against the Authority when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller/Auditor shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. To the extent not covered by the duties assigned to any trustee pursuant to a resolution or indenture adopted by the Board pursuant to the Bond Act, the Controller/Auditor of the Authority shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices or by the provisions of any resolution of the Authority authorizing the issuance of revenue bonds or other forms of indebtedness; provided that if the Controller/Auditor of the Authority is also the Controller/Auditor of one of the Parties, then such procedures shall conform as nearly as possible to the normal procedures of that Party. The books and records of the Authority in the hands of the Controller/Auditor and any trustee shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller/Auditor, with the approval of 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 as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code of the State of California. The cost of the annual audit, including contracts with, or employment of, such independent certified public accountant or firm of certified public accounts in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the Authority available for such purpose.

(4) Chief Executive Officer. The Board may employ by contract or otherwise, a regional airport Chief Executive Officer who shall act as the executive director and general manager of the Authority to direct the day-to-day operations of the Authority. The Chief Executive Officer shall not concurrently be an employee of any of the Parties to this Agreement except during the "feasibility, investigation and study period".

Serving at the will of the Board and subject to its policies, rules, regulations and instructions, the Chief Executive Officer shall have the powers described in this Agreement and those delegated and assigned by the Board, including, but not limited to, the following:

(i) to appoint, remove and transfer employees of the Authority, including management level officers, except for the Secretary, Treasurer, Controller/Auditor of the

Authority, and such others as the Board may designate; provided, however, that the actions of the Chief Executive Officer shall be in accordance with the requirements of merit selection for employing, promoting and transferring personnel and the dictates of constitutional due process for all disciplinary actions;

(ii) to enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation, or control of funds, facilities, properties and apparatus of the Authority;

(iii) to supervise and manage the design, construction, maintenance and operation of all work or works authorized by the Board;

(iv) to designate and assign space for the use of all types of aircraft, including helicopters at rates or charges duly established by the Board and in accordance with the policies, rules and regulations established by the Board;

(v) to designate and assign space in any warehouse, shop, field, runway, hangar, office, terminal, building operated by the Authority at the rates or charges duly established by the Board and in accordance with the policies, rules and regulations of the Board governing the same; with every such designation and assignment being in writing and reserving to the Authority the right to use such space

or facility for general airport or other purposes when such space is not required for the use of the permittee, user or licensee;

(vi) to enter into contracts or authorize other expenditures not to exceed twenty thousand dollars (\$20,000) whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefor; and

(vii) to have custody of and accountability for all property of the Authority, except money;

(viii) to act as Secretary if so designated by the Board in its discretion.

(5) Secretary. The Board shall employ a Secretary, who may or may not also be the Chief Executive Officer, and such Assistant Secretaries as may be necessary, who in such capacity shall serve without bond, to cause minutes of regular, special and adjourned meetings to be kept, and, as soon as possible after each meeting, to cause a copy of the minutes to be forwarded to each member of the Board and to each of the Parties. The Secretary shall also be charged with the responsibility of maintaining all official documents, files and papers of the Board.

(h) Government Code 6513. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation,

and other benefits which apply to the activity of officers, agents or employees of any Party to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Act and this Agreement.

Sec. 7. Official Bonds. The Treasurer and Controller/Auditor designated in this Agreement as the persons who have charge of, handle or have access to any monies of the Authority shall each file an official bond with the Authority in the minimum amount of two hundred fifty thousand dollars (\$250,000). The Board may increase such minimum amount in its discretion.

The Chief Executive Officer and other officers and employees of the Board or the Authority shall also file such official bonds as may be required by any resolution of the Board or indenture pursuant to the Bond Act.

All bond premiums shall be paid by the Authority.

Sec. 8. Assistance to the Authority. The Parties, except as prohibited by law and this Agreement, may at any time (i) make contributions from their treasuries or other sources to the Authority for the purposes set forth herein, (ii) make advances of public funds for such purposes, such advances or payments to be repaid, as provided herein, and (iii) use their

personnel, equipment or property in lieu of other contributions or advances. Such sums shall be paid to and disbursed by the Authority, the method and manner of such payment, disbursement and possible repayment to be determined by the Board.

Sec. 9. Interim Budgeting.

(a) Mandatory Contributions. During the initial "feasibility, investigation and study period" [See Sections 3(h) and 5(e)], initial funding shall be contributed to the Authority by each Party in an amount of twenty thousand dollars (\$20,000) per fiscal year to cover the cost of the Authority incurred in conducting financial negotiations, feasibility, economic, environmental and legal investigations and studies and other related matters. Said contributions shall not be used for capital expenditures or acquisitions. The Parties for any fiscal year may increase the mandatory contribution above the twenty thousand dollar (\$20,000) per fiscal year amount by unanimous agreement. Any action to increase the mandatory contribution amount shall be taken on or before the first day of April preceding the fiscal year for which the increase is applicable.

No further mandatory contributions shall be obligatory under this Agreement after completion of the initial "feasibility, investigation and study period". The Parties acknowledge that the aforementioned period may continue to be funded by mandatory contributions for a time which cannot now be determined, but such funding shall not continue for a term in excess of five (5) years from and after the

commencement date of this Agreement except by unanimous consent of all the Parties hereto. Said period may of necessity continue beyond the five (5) year period as described in Sections 3(h), 5(e) and 9(b). However, such continuation shall be without mandatory contributions unless the Parties unanimously agree to further mandatory contributions.

(b) Voluntary Contributions. In addition to the mandatory contributions, as an interim measure during the "feasibility, investigation and study period", each Party may voluntarily fund or support this Agreement. It is anticipated that such aid may be necessary or continue for a time which cannot now be determined.

(c) Budget. During the initial interim period, the Chief Executive Officer shall prepare the Authority budget for whatever period of time is involved and submit it to the Board for approval. During this period, the Chief Executive Officer shall submit informational copies of each budget to each Party for review and comment prior to approval by the Board. After Board approval, the budget shall be sent to each Party for the appropriation of the mandatory contribution and for such action on voluntary contributions as each Party deems appropriate under the circumstances.

(d) Excess. Upon completion of the initial "feasibility, investigation and study period", any unused portions of contributions may be used for such purposes as the Board may deem appropriate.

Sec. 10. Revenue Bonds. (a) Subject to the provisions in Section 5, in order to pay for the acquisition, construction,

repair and financing of airport facilities and other property, including all facilities and improvements and any and all expenses incidental thereto or connected therewith, the Authority may authorize the issuance of revenue bonds pursuant to the provisions of the Bond Act, and, without limiting the generality of the foregoing, the Authority is also authorized to incur other forms of indebtedness pursuant to Government Code Section 6547.1 or other applicable provisions of law. Such revenue bonds or other forms of indebtedness shall not constitute debts, liabilities or obligations of the Parties.

(b) All fees and expenses, included in interim budgeting under Section 9 herein, for professional and expert services, including, without limitation, legal counsel, financing consultants, accountants, engineers, architects and other consultants and advisers connected with the acquisition, construction, operation, repair, maintenance and administration of acquired airport facilities and other property, which may have been paid or incurred prior to the issuance of revenue bonds or other forms of indebtedness may be paid, or repaid to the Parties, as the case may be, to the extent such payment or repayment is lawful, from the proceeds of the revenue bonds, or other forms of indebtedness, or any other legally available source. No Party, however, may submit a demand for repayment to the Authority without first obtaining an approval by a majority vote of the Board of Directors.

Sec. 11. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to said respective Parties, SCAG, and the Chief Executive Officer at the following addresses or to such other address as may be designated to the Authority for formal notice:

- (a) Southern California Regional Airport Authority
Chief Executive Officer

- (b) City of Los Angeles
c/o City Clerk
Room 395, City Hall
Los Angeles, CA 90012

- (c) Los Angeles County Board of Supervisors
c/o Executive Officer - Clerk of the Board
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

- (d) Riverside County Board of Supervisors
c/o Clerk of the Board
County Administrative Center, 14th Floor
4080 Lemon Street
Riverside, CA 92501

- (e) San Bernardino County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administration Building
175 West 5th Street
San Bernardino, CA 92415

- (f) Southern California Association of Governments
600 South Commonwealth Avenue
Suite 1000
Los Angeles, CA 90005

Sec. 12. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided in supplemental agreements or amendments as shall be executed by the Parties.

Sec. 13. Other Agreements Not Prohibited. Except as otherwise specifically provided herein, other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Sec. 14. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by the final decision of a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or through other persons or circumstances shall not be affected thereby.

Sec. 15. Non-assignability of Participating Interests. The participating rights, titles and interest of any Party to this Agreement shall not be assignable or transferable unless such assignment or transfer is required by law and is not within the control of the Party subject to the assignment or transfer, or is consented to by all Parties to this Agreement.

Sec. 16. Miscellaneous.

A. Section Headings. The section headings herein are for the convenience of the Parties only and shall not be deemed to

govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

B. Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

C. Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

D. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes and objectives of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

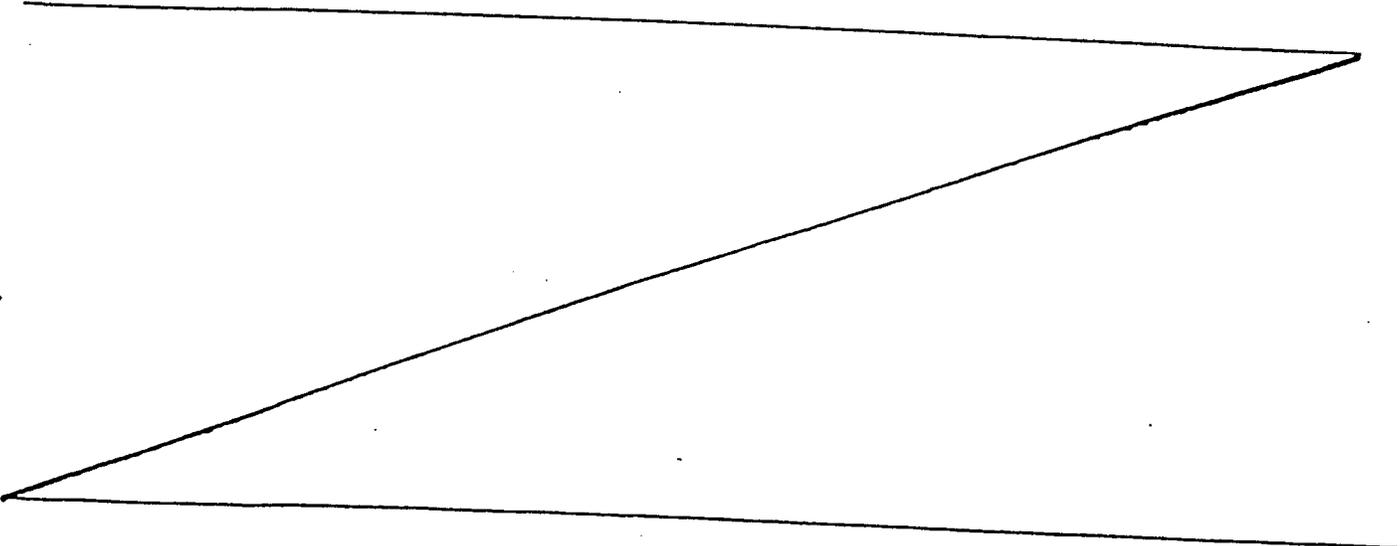
E. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

F. Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the exercise to the Joint Powers hereunder by the Board or by any other Party hereto pursuant to this Agreement.

G. Fiscal Year. For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 of each year to and including the following June 30.

Sec. 17. Termination of Prior Agreement. Upon the effective date of this Agreement, pursuant to Section 2 herein, that certain Agreement previously entered into between the Parties, entitled "1981 Joint Powers Agreement Between The Counties of Los Angeles, Orange, Riverside and San Bernardino and the City of Los Angeles for the Joint Exercise of Powers Relative to Explorations Toward the Formation of a Regional Airport Authority" shall terminate and thereafter have no force and effect.

Sec. 18. Retained Rights. This Agreement is not designed to, nor shall it be construed or interpreted to affect the proprietary rights of any Party to this Agreement. Each Party may continue to operate its existing airports or to develop new airports unaffected by this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the obligation of said Party.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the date first hereinabove written.

Date FEB 1 1985

CITY OF LOS ANGELES

ATTEST:

By *Jesse Koolitz*
City Clerk



By *Tom Bradley*
Mayor

APPROVED AS TO FORM this

29th day of January, 1985

GARY R. NETZER, City Attorney

By *Bretton K. Lobner*
BRETON K. LOBNER
Assistant City Attorney

* * * * *

Date MAR 18 1985

COUNTY OF LOS ANGELES

ATTEST:

By *Janis Jaregawa*
Clerk of said Board

By *Carl Casey*
Chairman of the Board

APPROVED AS TO FORM this

18th day of March, 1985

DEWITT W. CLINTON, County Counsel

By *DeWitt W. Clinton*
Senior Assistant County Counsel



* * * * *

Date AUG 9 1982

COUNTY OF RIVERSIDE

ATTEST:

GERALD A. MALONEY, Clerk of
the Board

By Jan Moody
Deputy

By Ray Lemicus
Chairman of the Board

APPROVED AS TO FORM this
 26th day of July , 1983

GERALD J. GEERLINGS, County
Counsel

By Peter H. Jones

* * * * *

Date _____

COUNTY OF SAN BERNARDINO

ATTEST:

By _____
Clerk of Said Board

By _____
Chairperson of the Board

APPROVED AS TO FORM this:
_____ day of _____, 1983

ALAN K. MARKS, County Counsel

By _____

* * * * *

Date _____

COUNTY OF RIVERSIDE

ATTEST:

GERALD A. MALONEY, Clerk of the Board

By _____
Deputy

By _____
Chairman of the Board

APPROVED AS TO FORM this
_____ day of _____, 1983

GERALD J. GEERLINGS, County Counsel

By _____

* * * * *

Date MAR 19 1984

COUNTY OF SAN BERNARDINO

ATTEST: MARTHA M. SEKERAK
Clerk of the Board

By Mary Louise Lewis
Deputy

By Cal McElwain
Chairperson of the Board
CAL McELWAIN

APPROVED AS TO FORM this
25th day of July, 1983

ALAN K. MARKS, County Counsel

By Edward Sully, Deputy

CONFORMED COPY

FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT
CREATING THE SOUTHERN CALIFORNIA REGIONAL
AIRPORT AUTHORITY ("SCRAA")

THIS FIRST AMENDMENT to the Joint Powers Agreement Creating a Regional Airport Authority to be known as the Southern California Regional Airport Authority ("SCRAA"), made and entered into this 21st day of September, 1988, by and between the CITY OF LOS ANGELES, the COUNTY OF LOS ANGELES, the COUNTY OF RIVERSIDE, and the COUNTY OF SAN BERNARDINO (hereinafter sometimes jointly referred to as "the parties"),

W I T N E S S E T H

WHEREAS, the parties heretofore entered into the Joint Powers Agreement as of March 18, 1985, the date upon which all parties had executed it; and

WHEREAS, the parties desire to amend the Joint Powers Agreement to allow for non-voting associate memberships and to empower the SCRAA to collect annual membership dues from such members;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by

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the respective parties hereto, IT IS MUTUALLY AGREED THAT THE JOINT POWERS AGREEMENT be amended as follows:

Sec. 1. Subsection (b), entitled "Membership," of Section 6, entitled "Creation of the Southern California Regional Airport Authority Board of Directors," shall be amended to add a new subsection (b)(3) which shall read as follows:

"(3) Associate memberships. Local governmental entities shall be entitled to have one associate non-voting member on the Board, provided the following conditions are met: (i) the local governmental entity has territory in its jurisdiction within the noise impact of an airport; (ii) the local governmental entity has paid SCRAA the amount of \$500.00 as annual dues each year; (iii) the associate non-voting member shall be an elected officer of the local governmental entity; and (iv) the voting members of the SCRAA Board of Directors, by majority vote, approve the associate non-voting membership of the local governmental entity.

Associate memberships shall be valid for such time as annual dues are paid and under such conditions and circumstances as the Board of Directors may establish by resolution. Military airports may qualify for associate memberships upon approval by the Board of Directors and shall be exempt from the payment of annual dues."

Sec. 2. This First Amendment shall be effective upon approval by all parties to the Joint Powers Agreement.

Sec. 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of any of the parties under the Joint Powers Agreement.

IN WITNESS WHEREOF, City has caused this FIRST AMENDMENT to be executed and attested by its proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the date written.

Dated: SEP 21 1988

ATTEST:

CITY OF LOS ANGELES

By *Regina* 
Deputy City Clerk
SEP 23 1988

By *Tom Bradley*
Mayor

APPROVED AS TO FORM this
12th day of September, 1988

JAMES K. HAHN, City Attorney

By *Bret K. Lobner*
BRETON K. LOBNER
Assistant City Attorney

IN WITNESS WHEREOF, the following counties have caused this FIRST AMENDMENT to be executed and attested by their proper officers thereunto duly authorized, their official seals to be affixed hereto, as of the dates written.

Dated: JUN 21 1988

ATTEST:

COUNTY OF RIVERSIDE

GERALD A. MALONEY, Clerk
of the Board

By Margaret L. Berman
Deputy

By Walt Chalk
Chairman of the Board

APPROVED AS TO FORM this
16th day of June, 1988

GERALD J. GEERLINGS, County
Counsel

By Gerald J. Geerlings

Dated: JUL 26 1988

ATTEST:

COUNTY OF LOS ANGELES

EXECUTIVE OFFICER

By *Cynthia G Benson*
Deputy

By *[Signature]*
Chairman of the Board

APPROVED AS TO FORM this
20th day of June, 1988



DEWITT W. CLINTON, County Counsel

By *[Signature]*
Senior Assistant County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

9

JUL 26 1988

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

Dated: JUL 18 1988

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

MARTHA M. SCUDDER
Clerk of the Board of
Supervisors of the County
of San Bernardino

By *Mary Louie Luviano*
Deputy

COUNTY OF SAN BERNARDINO

By *John Joyner*
Chairperson of the Board
JOHN JOYNER

Agree. 84-149 A-1

APPROVED AS TO FORM this
14TH day of JUNE, 1988

ALAN K. MARKS, County Counsel

By *Alan K. Marks*

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SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT
CREATING THE SOUTHERN CALIFORNIA REGIONAL AIRPORT AUTHORITY
("SCRAA")

THIS SECOND AMENDMENT to the Joint Powers Agreement
Creating a Regional Airport Authority to be known as the Southern
California Regional Airport Authority ("SCRAA"), made and entered
into this 3rd day of March, 1992, by and between the CITY OF
LOS ANGELES, the COUNTY OF LOS ANGELES, the COUNTY OF ORANGE, the
COUNTY OF RIVERSIDE, and the COUNTY OF SAN BERNARDINO (hereinafter
sometimes jointly referred to as "the parties"),

W I T N E S S E T H

WHEREAS, with the exception of the COUNTY OF ORANGE, the
parties heretofore entered into the Joint Powers Agreement as of
March 18, 1985, the date upon which all parties had executed it;
and

WHEREAS, with the exception of the COUNTY OF ORANGE, the
parties heretofore entered into the First Amendment to the Joint
Powers Agreement as of September 21, 1988, the date upon which all
parties had executed it; and

WHEREAS, the parties desire to amend the Joint Powers
Agreement to add the COUNTY OF ORANGE as a party to this Joint
Powers Agreement;

NOW THEREFORE, in consideration of the covenants and
conditions hereinafter contained to be kept and performed by the
respective parties hereto, IT IS MUTUALLY AGREED THAT THE JOINT
POWERS AGREEMENT be amended as follows:

//////

Sec. 1. The COUNTY OF ORANGE is hereby added as a member to this Agreement pursuant to the provision contained in Section 3(g) of this Agreement.

Sec. 2. This Second Amendment shall be effective upon approval by all parties to the Joint Powers Agreement.

Sec. 3 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of any of the parties under the Joint Powers Agreement.

IN WITNESS WHEREOF, City has caused this Second Amendment to executed and attested by its proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the date written.

Dated: _____

ATTEST:

CITY OF LOS ANGELES

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM this

_____ day of _____, 199_

JAMES K. HAHN, City Attorney

By: _____
Assistant City Attorney

IN WITNESS WHEREOF, the following counties have caused this Second Amendment to be executed and attested by their proper officers thereunto duly authorized, their official seals to be affixed hereto, as of the dates written.

Dated: _____

ATTEST:

COUNTY OF RIVERSIDE

GERALD A. MALONEY, Clerk
of the Board of Supervisors

By: _____
Deputy

By: _____
Chairman of the Board

APPROVED AS TO FORM this
_____ day of _____, 199_

WILLIAM C. KATZENSTEIN
County Counsel

By: _____
Assistant County Counsel

Dated: _____

ATTEST:

By: _____
Deputy

COUNTY OF ORANGE
Roger F. Stanton
By: _____
Chairperson of the Board

APPROVED AS TO FORM this
_____ day of _____, 199_

County Counsel

By: *Robert L. Austin*
Deputy 3-2-92.

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

Linda D. Ruth
LINDA D. RUTH
Clerk of the Board of Supervisors
County of Orange, California

3-3-92

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ANTONIO R. VILLARAIGOSA
MAYOR

CLERK OF THE BOARD
COUNTY OF ORANGE

June 6, 2006

Hon. Bill Campbell
Supervisor, Third District
Orange County Board of Supervisors
10 Civic Center Plaza
Santa Ana, CA 92701

Dear Supervisor Campbell:

As you probably know, the recent settlement of four lawsuits filed against the 2004 Los Angeles International Airport (LAX) Master Plan mandated that Los Angeles World Airports (LAWA) engage in an effort to "regionalize" air traffic in Southern California. As long time advocates of the dispersion of airline and freight activity, we welcome this opportunity to bring people from all over the region together to tackle this crucial issue.

Accordingly, we are proposing to reactivate the Southern California Regional Airport Authority (SCRAA), the joint powers authority founded in 1985 to begin the process of regionalizing aviation. We ask you to join us in this important effort.

We anticipate that the revitalized SCRAA initially will address governance and staffing issues before going on to substantive matters. We encourage you to name a representative to the SCRAA board as soon as possible and to notify in writing all other members (plus SCAG) of your choice. They include the City of Los Angeles and the counties of San Bernardino, Los Angeles and Riverside.

Reducing the reliance on LAX while increasing passenger and cargo activity at the various other airports in a manner consistent with the desires of the communities where those airports are located has the potential to significantly improve quality of life for everyone. More balanced aviation can lead to better jobs/housing balance, distribution of economic benefits, reduced traffic congestion and reduced air pollution, among other things. This effort can be a crucial tool in ensuring Southern California's bright future.

If you have any additional questions, please contact Herb Glasgow, at LAWA (310) 646-7690. We look forward to hearing from you soon.

Very truly yours,

ANTONIO R. VILLARAIGOSA
Mayor
City of Los Angeles

DON KNABE
Supervisor, 4th District
County of Los Angeles

cc: Lydia Kennard

D R A F T

December 19, 2006

The Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

The Honorable Don Knabe
Supervisor, Fourth District
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Mayor Villaraigosa and Supervisor Knabe:

On behalf of the Orange County Board of Supervisors, I am pleased to advise you that the County of Orange will join you in the Southern California Regional Airport Authority (SCRAA).

As we all know too well, achieving a balance between the concerns of our residents and the needs of the shipping and air traveling public is no easy task. For the last twenty years, Orange County has led the southern California region in expanding local airport capacity while remaining sensitive to the environmental concerns and needs of our local communities. Since 1985, scheduled commercial flights at John Wayne Airport have increased by over 300%, and we have been able to increase the number of commercial air carriers serving the airport from two in 1981 to eleven at the present time; we are capable of accommodating further evolution in the airline industry. Just this month, Orange County has begun construction on an ambitious \$500+ million capital development program at John Wayne Airport that will provide enhanced air transportation facilities, infrastructure and services for our community.

With respect to your invitation and SCRAA, let me begin by clarifying the County's belief that questions of airport siting and operation are inherently local – as are their impacts. I do, however, agree that there can be value in addressing the issue of airport capacity within a regional context.

As you know, the original SCRAA Joint Powers Agreement was entered into in the mid-1980's, under circumstances significantly different from those which exist today. Therefore, I think it is important for us to discuss the current goals and objectives of SCRAA and to consider what revisions to the JPA would be appropriate based upon current regional airport circumstances.

The County of Orange believes that it is important to address certain specific issues regarding the Joint Powers Agreement including, but not limited to:

D R A F T

1. **Membership or organizational composition.** We would want to clarify and discuss with you the identity and roles of the agencies or organizations who would be invited to become members of, or participate directly in the activities of SCRAA.
2. **Operational role and responsibilities of SCRAA.** The current Joint Powers Agreement appears to give SCRAA significant authority to acquire, own and operate commercial airports. I would like to discuss whether or not this remains a viable and appropriate role or objective for SCRAA, or whether some “re-visioning” of the organization would best serve the needs and interests of the region.
3. **Eminent domain.** It would be extremely important to the County to clarify the eminent domain authority of SCRAA, particularly as it would be applied or exercised in Orange County. Orange County would require significant amendments to the current Joint Powers Authority preserving Orange County’s exclusive right to acquire, own and operate commercial airports in Orange County.
4. **Relationship between SCRAA and SCAG.** I think it would be important to clarify in the Joint Powers Agreement the respective regional airport roles and responsibilities of SCRAA and SCAG. As you know, SCAG is the federally-designated Metropolitan Planning Organization for the region, and I believe it would important to avoid redundancy and/or conflict between the respective roles and responsibilities of the two organizations.

At its meeting this morning, the Orange County Board of Supervisors designated NAME to represent the County on the SCRAA Board of Directors. NAME was designated as the County’s alternate. We look forward to working with you.

Sincerely,

Bill Campbell
Chairman
Orange County Board of Supervisors

cc: Orange County Board of Supervisors
County of Riverside
County of San Bernardino
Thomas G. Mauk, County Executive Officer, County of Orange
Ben DeMayo, County Counsel, County of Orange
Alan L. Murphy, Director, John Wayne Airport