

**SPECIAL MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS**

June 22, 2018 10:00 AM

**Monterey Regional Airport
Board Room, 2nd Floor of the Airport Terminal Building
200 Fred Kane Drive, Suite 200
Monterey, CA 93940**

This meeting will be broadcast remotely via audio conference at the following address: 2261 Lava Ridge Court, Roseville, CA 95661.

Unless you are a public safety official, please turn off your cell phone or place it on vibrate mode during the meeting. Thank you for your compliance.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS

Any person may address the Monterey Peninsula Airport District Board at this time. Presentations should not exceed three (3) minutes, should be directed to an item **NOT** on today's agenda, and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Though not required, the Monterey Peninsula Airport District Board appreciates your cooperation in completing a speaker request form available on the staff table. Please give the completed form to the Monterey Peninsula Airport District Secretary. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.)

E. REGULAR AGENDA - ACTION ITEMS

Approve 1. [Del Rey Oaks Joint Powers Agreement Regarding a Recreational Vehicle Park](#)

F. CLOSED SESSION

1. **LABOR NEGOTIATIONS** (Government Code section 54957.6) The Board will meet with the Executive Director and District Counsel to discuss labor negotiations for the following represented group: Monterey Peninsula Airport District Peace Officers' Association.

G. RECONVENE TO OPEN SESSION

H. ADJOURNMENT

AGENDA DEADLINE

This is the final Agenda that has been posted on the bulletin board outside the District Offices in the Terminal Building at the Monterey Regional Airport no less than 24 hours prior to the meeting.

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
CITY OF DEL REY OAKS AND
THE MONTEREY PENINSULA AIRPORT DISTRICT

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into this ____ day of _____, 2018 by and between the City of Del Rey Oaks, a municipal corporation within the State of California (“City”), and the Monterey Peninsula Airport District, a California special district (“Airport”). Collectively, the City and the Airport are referred to herein as the “Agreeing Parties” or “Parties.”

RECITALS

WHEREAS, both City and Airport are public agencies within the meaning of Government Code Section 6500 et seq. and are therefore eligible to enter into this Joint Exercise of Powers Agreement; and

WHEREAS, both entities have the power and authority pursuant to Section 6500 et seq. to exercise the powers referred to herein; and

WHEREAS, the City would like to cease the operation and management of its recreational vehicle (“RV”) storage lot located within the City to enable the City to utilize its current RV storage lot for a higher and better public purpose; and

WHEREAS, the Airport currently operates an RV lot on Airport property and is willing to expand and/or develop additional RV parking space for lease to individuals currently leasing space at the City RV storage lot; and

WHEREAS, the Parties desire to enter into this Agreement to transfer the City’s current RV tenants (at the sole discretion of each RV tenant) to the Airport, and for the sharing of revenue related to the transferred RV tenants; and

WHEREAS, it is the intent of the Parties to explore the expansion of this Joint Exercise of Powers Agreement into other areas and subject matters and, when the Parties have agreed upon such expansion, this Agreement will be formally amended to reflect those expanded areas and subject matters; and

WHEREAS, both entities wish to enter into this Joint Exercise of Powers Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the following respective covenants and their faithful and timely performance, the Agreeing Parties agree as follows:

1. Incorporation of Recitals. The Parties acknowledge the above Recitals are true and correct and incorporate those recitals as material terms into this Agreement.

2. Construction of Additional RV Storage Space. The Airport shall construct and install improvements for additional RV storage on its property (“Additional RV Storage”), which improvements shall include fencing, gate access, and ground material sufficient to park RVs. The Additional RV Storage must be completed on or before August 1, 2018, and shall provide a minimum of 35 spaces to accommodate all of the City’s current RV storage lot tenants. The Additional RV Storage lot is estimated to provide 50 spaces based on the attached schematic. Construction cost is estimated to be \$25,000. The Airport shall recover these costs through revenue derived from the 15 spaces not required to accommodate the City’s existing tenants.

3. Transition of RV Storage Lot Tenants. Prior to or upon completion of the Additional RV Storage, the Parties shall jointly notify the City’s current RV storage lot tenants of the closure of the City’s current RV storage lot and the availability of storage space in the Airport’s Additional RV Storage. Each of the City’s current RV storage lot tenants shall be guaranteed a space in the Airport’s current RV lot or in the Additional RV Storage, provided the individual tenant agrees to comply with the Airport’s rules and regulations for RV storage, which rules and regulations may be updated from time to time at the sole discretion of the Airport. The Parties shall coordinate efforts related to the transfer of the City’s current RV storage lot tenants to ensure a smooth transition of RV storage for each tenant.

4. Management and Operation Responsibilities. The management and operation of the Airport’s RV storage lots, including the Additional RV Storage, shall be the sole responsibility and at the sole expense of the Airport. This management and operation includes, but is not limited to, regular invoicing of tenants, processing payments, tenant compliance with the RV storage rules and regulations, and maintenance of the RV storage facilities.

5. Sharing of Revenue. The Airport shall lease to City the Additional RV Storage lot for \$3,000 per year. The RV storage lot is estimated to store 50 tenants. The Airport shall receive the revenue for five tenants to cover administrative expenses related to the Management and Operation Responsibilities, as outlined in Paragraph 4 of this Agreement. The Airport shall receive the revenue for an additional fifteen tenants until it fully recovers the capital costs for constructing the Additional RV Storage. In the event that a tenant fails to pay the monthly rental charge, the Airport shall not be required to pay City for those tenants unless and until the Airport collects the rental charges. Payments shall be made in arrears and the monthly payments to City shall be made 60-days following the collection of the rents from the tenants.

Once the Airport has fully recovered its initial construction cost, revenues from the additional fifteen spaces shall be shared, after collection of a 10% management fee by the airport on a 60 / 40 basis with the Airport remitting 40% of the net revenues generated from the additional spaces to the City.

6. Mutual Indemnification

A. The City shall indemnify, defend, and hold harmless the Airport, its Board of Directors, officers, officials, employees, representatives and volunteers from and against all liability, loss,

damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the City's performance of this Agreement or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of the Airport. This provision shall continue to exist during this Agreement and subsequent to the termination/expiration of this Agreement for those alleged acts or omissions which may give rise to liability, which alleged acts or omissions occurred during this term of this Agreement.

B. The Airport shall indemnify, defend, and hold harmless the City, its City Council, officers, officials, employees, representatives and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Airport's performance of this Agreement or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of the City. This provision shall continue to exist during this Agreement and subsequent to the termination/expiration of this Agreement for those alleged acts or omissions which may give rise to liability, which alleged acts or omissions occurred during this term of this Agreement.

7. Duration and Termination. The term of this Agreement shall begin as of the last date of signature by the Parties, and shall continue indefinitely unless terminated as outlined in this Agreement. This Agreement may not be terminated for 10 years. Following the non-termination period, either Party may terminate this Agreement at any time for any reason upon one hundred twenty (120) days' prior written notice.

8. Miscellaneous.

- a. Nothing herein shall be deemed to prevent either City or Airport from exercising any power or powers granted them under applicable law except as modified by this Agreement.
- b. This Agreement constitutes the entire agreement between the Agreeing Parties related to the subject matter hereof as currently constituted. No modification of this Agreement shall be valid unless in writing signed by the parties. The Agreeing Parties shall not be bound by any representation, warranty, promise, statement, or information, unless it is specifically set forth in this Agreement.
- c. Should any term of this Agreement be deemed unlawful, that provision or part thereof shall be stricken and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.
- d. The Parties agree that this Agreement has been jointly drafted and shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.
- e. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute the same Agreement.
- g. In the event either Party to this Agreement brings a judicial proceeding to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and related expenses and costs, including but not limited to court costs, expert witness fees and expenses, and accountant fees and expenses. Recovery of these fees and costs shall be as additional costs awarded to the prevailing Party, and shall not require initiation of a separate legal proceeding. Any fees or costs awarded by this paragraph shall be added to the cost

IN WITNESS WHEREOF the parties hereto have entered into this Agreement effective as of the date first herein above written.

Danial Pick

City Manager, City of Del Rey Oaks

Alex Lorca

City Attorney, City of Del Rey Oaks

Michael La Pier, AAE

Executive Director, Monterey Peninsula Airport District

Scott Huber

District Counsel, Monterey Peninsula Airport District