

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITY OF EL CAJON
CREATING AN AGENCY TO BE KNOWN AS THE
GILLESPIE FIELD DEVELOPMENT COUNCIL

THIS AGREEMENT made and entered into this 19th day of
March, 1974, by and between the COUNTY OF SAN
DIEGO, State of California, a public corporation, hereinafter
referred to as "COUNTY", and the CITY OF EL CAJON, a municipal
corporation of the State of California, hereinafter referred to
as "CITY";

W I T N E S S E T H:

WHEREAS, City and County are each empowered by law to operate
an airport and to develop an industrial park thereon; and

WHEREAS, it is in the public interest that the County and
the City cooperate in the proper development of Gillespie Field;
and

WHEREAS, it is in the public interest that the industrial
and economic development of Gillespie Field be accelerated in
a convenient and orderly manner; and

WHEREAS, in order to achieve proper development of Gillespie
Field it is necessary to establish operation guidelines and poli-
cies which will provide flexibility and responsiveness to develop-
ment needs; NOW THEREFORE

In consideration of the premises and their mutual covenants,
it is mutually agreed by and between the parties hereto as
follows:

SECTION 1. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California [the "ACT"] relating to the joint exercise of powers common to the Public Agencies. The Public Agencies each possess the common powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers jointly by cooperative implementation of the industrial and economic development of Gillespie Field. Such purpose will be accomplished, and said common powers exercised, in the manner hereinafter set forth.

SECTION 2. Term.

A. This Agreement shall become effective as of the date the same is executed by the parties hereto, and shall continue in full force and effect for a period of 10 years from such effective date or until such lesser time as the parties hereto should mutually find that the objectives of the Agreement have been substantially achieved. In any event, this Agreement will expire no later than 10 years from the effective date hereof, unless extended by the mutual consent of the parties hereto.

B. In determining whether or not the objectives of the Agreement have been substantially achieved, the following criteria should be considered:

- (1) Extent of development of the field;
- (2) Economic stability of the development;

- (3) Continuing need for cooperative implementation of development of the field.

SECTION 3. Gillespie Field Development Council.

A. Creation of Council. There is hereby created the Gillespie Field Development Council, hereinafter referred to as the "COUNCIL". The debts, liabilities and obligations of the Council shall not constitute debts, liabilities or obligations of either City or County.

B. Membership. The Council shall be composed of five (5) members, three of whom shall be nominated by the Board of Supervisors of the County of San Diego and two of whom shall be nominated by the City Council of the City of El Cajon. No person shall be nominated or appointed who is a member of the governing body or planning commission or a full-time employee of the County of San Diego or the City of El Cajon. If a member of the Council becomes a member of such governing body or planning commission or a full-time employee of the County or City during his term of office, he shall be removed from the Council and his position shall be declared vacant. Appointment of each Member shall be made by mutual agreement of both entities and ratified by actions of both the Board of Supervisors and the City Council.

- (1) To qualify for appointment, a nominee must have expertise and experience in such fields as real estate, finance, industrial development, aviation, or other fields related to the development program for Gillespie Field, and have a demonstrated interest

in the economic viability of the field.

- (2) The Board of Supervisors shall nominate one Member for a two-year term and two Members for a four-year term; and the City Council of the City of El Cajon shall nominate one Member for a two-year term and one Member for a four-year term. The initial term shall be computed from the date hereof. Upon the expiration of the initial terms, all succeeding terms shall be for four years. Members shall hold membership during the term for which they were appointed and until their successors have been appointed and qualified except that Members may be removed at any time for any reason by the City Council in the case of Members nominated by said Council or by the Board of Supervisors in the case of Members nominated by said Board. In the case of a vacancy, the same shall be promptly filled by appointment thereto following nomination by the City Council in the case of a vacancy as to which said Council has the power of nomination, or by the Board of Supervisors in the case of a vacancy as to which said Board has the power of nomination. An appointment to fill a vacancy occurring during an unexpired term shall be for the period of the unexpired term.

- (3) Meetings. The Council shall provide for its regular meetings; provided, however, it shall hold at least two meetings in each year and such further meetings as may be necessary. The dates upon which, and the hour and place at which, any meeting shall be held shall be fixed by the Council. The Council shall adopt rules for conducting its meetings and other business, and shall elect a Chairman and Vice Chairman. All meetings, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed and held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).
- (4) Quorum. Three members present at a meeting of the Council shall constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of quorum.
- (5) Officers. The Council shall elect a Chairman and Vice Chairman at its first meeting and thereafter at the first meeting held in each succeeding calendar year the Council shall elect or re-elect its Chairman and Vice Chairman. In the event that the Chairman or Vice Chairman so elected ceases to be a member of the Council, the resulting vacancy shall be filled at the next meeting of the Council held after such

vacancy occurs. In the absence or inability of the Chairman to act, the Vice Chairman shall act as Chairman. The Chairman, or in his absence the Vice Chairman, shall preside at and conduct all meetings of the Council. The Clerk of the Board of Supervisors shall be and act as the Secretary of the Council. The County Treasurer shall act as the Treasurer and the County Auditor and Controller shall act as the Controller of the Council. The County Counsel or the City Attorney upon request shall attend the meetings of the Council and shall also on request advise the Council in connection with any business relating to County or City, respectively. The Council may employ other counsel to represent the Council in any manner, to be paid from funds made available for such purpose by either City or County.

SECTION 4. Powers and Duties of the Council.

A. The Council shall be responsible for the overall execution of the Master Plan for Gillespie Field as adopted by the County of San Diego. The term "Master Plan" as used herein shall include the FAA-approved airport layout plan, applicable County Ordinances, Special Use Permits, Development Standards, Performance Standards, Priorities and Policies approved by the Board of Supervisors.

B. The Council shall develop a set of consistent priorities,

policies and standards to be applied to proposed development within the Gillespie Field area which shall take into account both the desirability of various types of development and the sequence of development. The Council shall implement the Master Plan in accordance with such consistent policies and standards.

C. The Council shall make available to the Airports Division such specialized expertise as it has in real estate, industrial development, industrial finance, and related areas, as may be required by said division. However, Council shall not have the authority to retain consultants to advise it as to such matters unless this Agreement is amended to give such authority to the Council.

D. The Council shall have the power to retain legal counsel and to sue and be sued in its own name.

E. The Council shall review and make recommendations to the Board of Supervisors on all expenditures relating to Gillespie Field and the County will appropriate funds necessary for the operation of Gillespie Field and the execution of the terms of this Agreement as the Board of Supervisors deems appropriate.

F. The Council shall, after receipt of staff recommendation, recommend approval or denial of proposals for leases for development of any portion of the Gillespie Field area.

G. The Council shall thereafter forward to the Board of Supervisors recommendations concerning potential leases of property on the field by private enterprise for Board approval only when the Council has determined that such potential lease is in strict conformance with the Master Plan as defined herein.

H. The Council shall make semi-annual reports to the San Diego County Board of Supervisors and the El Cajon City Council concerning progress on development of the field.

I. The Council shall endeavor to cause the use of the commercial, industrial, and aviation-business related properties within the Gillespie Field area in a manner consistent with the Master Plan and the priorities established by the Council.

SECTION 5. Powers and Duties of the Airport Division.

A. The Airports Division of the Department of General Services, San Diego County Public Works Agency shall be responsible for the day-to-day execution of the Master Plan for the Gillespie Field area.

B. The Airports Division shall assist the Council in the development of a set of priorities for implementation of the Master Plan.

C. The Airports Division shall be responsible on a day-to-day basis for the solicitation, negotiation, and implementation of all leases consistent with the Master Plan and the priorities established by the Council.

D. The Airports Division shall request the Council to provide for the retention of such technical experts in marketing and development as may be necessary and appropriate.

E. The Airport's Division shall refer to the Council any proposals for development and potential leases with the endorsement as to its compliance with the Master Plan and existing Council

priorities, policies and standards.

E. The Airports Division shall prepare and deliver to the Council recommendations concerning development of the field.

G. The Airports Division shall be responsible in all respects for operation of both the aviation and non-aviation activities at Gillespie Field, and enforce the provisions of all leases and related covenants.

H. The Airports Division shall report informally to the Council at its meetings and prepare a semi-annual report for presentation to the San Diego County Board of Supervisors and the El Cajon City Council.

SECTION 6. Disposition of Assets. Upon the termination of this Agreement, all property of Council shall be returned to the parties in proportion to the aggregate amount of contributions (moneys and property, not services), if any, made by City and County.

SECTION 7. Assistance to Council. City and County may in appropriate circumstances:

A. make contributions from their treasuries for the purposes set forth herein,

B. make advances of public funds to defray the cost of such purposes,

C. use their personnel, equipment or property in lieu of other contributions or advances.

The provisions of Government Code Section 6513 are hereby incorporated into this Agreement.

SECTION 8. Accounts and Reports. The Controller shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of Council in the hands of the Controller shall be open to inspection at all reasonable times by representatives of City and County. The Controller within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to City, County and Council.

Additionally, the Treasurer shall assume the duties required by the laws of the State of California, including the following:

A. Receive and receipt for all money of Council and place it in the County Treasury to the credit of Council;

B. Be responsible upon his official bond for the safe-keeping and disbursement of all Council money so held by him;

C. Pay any sums due from Council money upon warrants of the Controller of Council;

D. Verify and report in writing on the first day of July, October, January, and April of each year to Council and to City and County the amount of money he holds for Council, the amount of receipts since his last report, and the amount paid out since his last report.

SECTION 9. Funds. The Treasurer of Council shall have the custody of and disburse Council funds pursuant to the accounting procedures developed in accordance with the provisions of Section 8 hereof and as nearly as possible in accordance with normal County procedures.

The public officers (namely, the Controller and Treasurer) herein designated as the persons responsible for any moneys of Council are hereby designated as responsible for all other property of Council. The parties to this Agreement hereby find and determine that the Controller shall be liable on his official bond in the amount of \$50,000 and the Treasurer shall be liable on his official bond in the amount of \$300,000.

SECTION 10. Notices. Notices hereunder shall be sufficient if sent by regular mail, postage prepaid, to:

City: City Clerk
City Hall
P.O. Box 427
El Cajon, California 92020

County: Clerk of the Board of Supervisors
County Administration Center
1600 Pacific Highway
San Diego, California 92101

SECTION 11. Miscellaneous. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to. Whenever in this Agreement any consent or approval is required the same shall not be unreasonably withheld. This Agreement is made in the State of California under the Constitution and laws of such State and is to be so construed.

SECTION 12. Severability. Should any part, term, portion or provision of this Agreement, be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be

deemed severable and shall not be affected thereby, provided such remaining portion or provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

SECTION 13. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 14. Notice of Creation. A notice of the creation of the Council by this Agreement shall be filed with the Secretary of State pursuant to Section 6503.5 of the Government Code by the Agency.

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 above written.

CITY OF EL CAJON

By James Snapp
James Snapp, Mayor

Approved and/or authorized by the Board of Supervisors of the County of San Diego

ATTEST:

Mildred R. Hensley
Mildred R. Hensley,
City Clerk

MAR 19 1974 #70

APPROVED AS TO FORM this 22nd day of March, 1974.

By Lynn R. McDougal
Lynn R. McDougal, City Attorney

Porter D. Cremans
Clerk of the Board of Supervisors

COUNTY OF SAN DIEGO

By Porter D. Cremans
Porter D. Cremans, Clerk
Board of Supervisors

ATTEST:

JESSE OSUNA, County Clerk

By Dona E. Trumble
Deputy

APPROVED AS TO FORM this 22 day of March, 1974.

ROBERT G. BERREY, County Counsel

Know all Men by these Presents

That I, PORTER D. CREMANS, Clerk of the Board of Supervisors of San Diego County, California, do hereby appoint Harry G. Culver a deputy clerk of the Board of Supervisors for the purpose of acting on my behalf as Secretary of the Gillespie Field Development Council.

IN WITNESS WHEREOF, I have hereunto set my hand, this 19th day of March, 1974.

Porter D. Cremans
Clerk of the Board of Supervisors

STATE OF CALIFORNIA,)
County of San Diego,) ss.

I, Harry G. Culver, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Harry G. Culver

Subscribed and sworn to before me,
this 19th day of March, 1974.

PORTER D. CREMANS
Clerk of the Board of Supervisors

By Amelia G. Dean
Deputy

RESOLUTION NO. 104-74

RESOLUTION APPROVING JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF EL CAJON, CREATING AN AGENCY TO BE KNOWN AS THE "GILLESPIE FIELD DEVELOPMENT COUNCIL".

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council of the City of El Cajon hereby approves that certain document attached hereto designated as the "Joint Exercise of Powers Agreement between the County of San Diego and the City of El Cajon Creating an Agency to be known as the Gillespie Field Development Council", in accordance with the terms and provisions of said Agreement as set forth therein.
2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of El Cajon.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California, at an Adjourned regular meeting held this 19th day of March, 1974, by the following vote to wit:

AYES : Cornett, Moore, Reber, Pierce, Snapp
 NOES : None
 ABSENT : None

JAMES SNAPP
 Mayor of the City of El Cajon

ATTEST:

MILDRED R. HENSLEY
 City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 104-74 of the Resolutions of the City of El Cajon, California, as adopted by the City Council of said City on the 19th day of March, 1974.

Mildred R. Hensley
 City Clerk of the City of El Cajon

3-19-74 (30)

3-19-74 (70)

CITY OF EL CAJON
CALIFORNIA



OFFICE OF THE CITY CLERK

POST OFFICE BOX 487
EL CAJON, CALIFORNIA 92022

March 26, 1974

Honorable Board of Supervisors
County of San Diego
County Administration Center
San Diego, California

Gentlemen:

At the adjourned regular meeting held on March 19, 1974, the City Council adopted a resolution approving Joint Exercise of Powers Agreement between the County and City creating the "Gillespie Field Development Council".

The City Council requested that their enthusiasm for this type of joint effort be communicated to you. It is indeed gratifying to be able to achieve this type of cooperation on a project which will prove beneficial to both parties.

Very truly yours,

CITY OF EL CAJON

Mildred R. Hensley
(Mrs.) Mildred R. Hensley
City Clerk

MRH/bg

APR - 2 1974

JA 154

TUESDAY, MARCH 19, 1974



COUNTY OF SAN DIEGO

BOARD OF SUPERVISORS • 1600 PACIFIC HIGHWAY
SAN DIEGO, CALIFORNIA 92101 • (714) 236-2260

DICK BROWN
SUPERVISOR
SECOND DISTRICT

PREPARED BY
COUNTY COUNSEL
March 13, 1974

Honorable Board of Supervisors
County of San Diego
County Administration Center
San Diego, California

Gentlemen:

The Gillespie Field Ad Hoc Committee was created by the Board of Supervisors on May 22, 1973 (67). It was formed to: develop the resources of Gillespie Field; examine the airport land use plan around the airport; consider appropriate commercial and industrial zoning on the airport; and to determine the best procedure to implement the master plan.

The Committee has heard the report from the consultant, William L. Pereira Associates, who was retained by the Department of General Services to provide the Master Plan Report; has heard the report of the consultant retained by the Comprehensive Planning Organization, acting as the Airport Land Use Commission; and has had staff reports, including development and performance standards for the various land uses; and has considered several organizational procedures. The Committee has considered alternatives and has been guided by the advice of County Counsel and the El Cajon City Attorney in its deliberations. It is the Committee's

RECOMMENDATION: That the Board

1. Adopt the attached Agreement forming the Gillespie Field Development Council;
2. Approve in principle the attached Development and Performance Standards and Ultimate Land Use Plan;

ON MOTION of Supervisor Taylor, seconded by Supervisor Brown, the Board of Supervisors approves and authorizes execution of Agreement; and dissolves, by following vote:

Ayes: Walsh, Brown, Conde, Bear and Taylor

PORTER D. CREMANS
Clerk of the Board
of Supervisors

MAR 19 1974 No. 70

(ORIGINAL FILED--GILLESPIE FIELD MISC.)

By Lawanda Bond
Deputy

TUESDAY, MARCH 19, 1974

Board of Supervisors
March 13, 1974
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3. Direct the Gillespie Field Development Council, when formed, to receive the reports of the consultants, William L. Pereira Associates (Master Plan Report) and Wilsey & Ham (Airport Land Use Commission Report), and to prepare for the Board proposed recommendations regarding the reports; and
4. Dissolve the Gillespie Field Ad Hoc Committee.

Discussion:

The main points of the attached Agreement are:

- a. The Council is composed of five members, three appointed by the Board of Supervisors, and two by the City Council of El Cajon. It reports semi-annually to both bodies.
- b. The main objective of the Council is to act as a clearing-house for action to be forwarded to the Board of Supervisors on approval of leases, retaining of consultants, and recommending budgets.
- c. The Council is restricted to implementing an approved Master Plan and enforcing approved Development and Performance Standards.
- d. The Airports Division of the Department of General Services continues to function as it now does, assisting the Council in developing a set of priorities for implementation of the Master Plan.

The Committee feels that the proposed stipulations setting up the Gillespie Field Development Council represents a proper basis for the functioning of that group.

The Committee has had reports from the previously mentioned consultants. However, the Committee feels that the final review and ultimate recommendation to the Board should be a function of the proposed Council.

Respectfully submitted,


DICK BROWN, Supervisor
Second District

Encl.

3/19/74 #30