

JOINT EXERCISE OF POWERS AGREEMENT

by and between

THE COUNTY OF FRESNO, THE COUNTY OF KINGS,  
THE CITY OF LEMOORE

And the

KINGS COUNTY ASSOCIATION OF GOVERNMENTS

THIS JOINT EXERCISE OF POWERS AGREEMENT is entered into as of \_\_\_\_\_, 2009 ("Agreement"), is by and between the COUNTY OF FRESNO ("Fresno"), the COUNTY OF KINGS ("Kings"), the CITY OF LEMOORE ("Lemoore"), political subdivisions of the State of California ("County") and the KINGS COUNTY ASSOCIATION OF GOVERNMENTS ("KCAG"), a joint powers agency duly organized and existing under the laws of the State of California. The County of Fresno, County of Kings, City of Lemoore, and KCAG shall hereinafter collectively be referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the Joint Exercise of Powers Act (Government Code Sect. 6500 et. seq.) authorizes the County of Fresno, County of Kings, City of Lemoore and KCAG to jointly exercise any powers common to the County of Fresno, County of Kings, City of Lemoore, and the KCAG; and

WHEREAS, in September 2009 the Department of Defense ("DoD") awarded a community planning grant (the "JLUS Grant") to the County of Fresno, County of Kings, and City of Lemoore to conduct a Joint Land Use Study ("JLUS") for the Naval Air Station, Lemoore ("NAS Lemoore"), for which KCAG is proposed to act as the project sponsor; and

WHEREAS, JLUS is a basic planning process designed to identify encroachment issues confronting both the civilian communities and the military installation through the JLUS process, which is a civilian-driven course that is community controlled and community directed; and

WHEREAS, the purpose of the JLUS program is to encourage cooperative land use planning between a military installation and the surrounding communities so that future civilian growth and development are compatible with the training and operational mission of the installation; and

WHEREAS, the recommendations that come from the NAS Lemoore JLUS will be used to guide the local jurisdictions in the development and implementation of future land use and development; and

WHEREAS, the NAS Lemoore JLUS effort will include a variety of partners including the local professional planners, elected officials, business and development representatives, land owners, natural resource protection organizations and other subject matter experts as needed.

NOW, THEREFORE, the County of Fresno, County of Kings, City of Lemoore, and KCAG agree as set forth below.

1. KCAG Administration of the JLUS Program and Process. By the execution of this Agreement, it is not the intent of the Parties to create a separate entity but rather to act together to jointly exercise the powers granted to each in the JLUS process. KCAG shall administer the JLUS Program as described in Exhibit A on behalf of the Parties. Subject to the policies established by the JLUS Policy Committee formed under the provisions of Paragraph 2 below, and subject to the advice provided by the Technical Committee formed under the provisions of Paragraph 3 below, it is hereby acknowledged and recognized by the Parties that KCAG is responsible for the operation and administration of the JLUS Program and Process. KCAG shall be solely responsible for providing the staff for the provision of administrative services hereunder, except to

the extent that each of the other Parties shall provide in-kind contributions as a part of the local match requirement as described in Paragraph 6 below. Except as otherwise hereinafter expressly set forth, there are no other implied or assumed financial or legal obligations or claims on County of Fresno, County of Kings, or City of Lemoore in the provision of the services hereunder. It is further understood that KCAG is specifically responsible for maintaining compliance with changes pursuant to federal or state laws, regulations, or policies and for issuing the Request for Proposals ("RFP" or RFP's") and, after receipt of the proposals and after consultation with the JLUS Policy Committee, awarding the contract for the preparation of the NAS Lemoore JLUS.

2. JLUS Policy Committee. The Policy Committee will consist of two members of the Kings County Board of Supervisors, one member of the Fresno County Board of Supervisors, two members of the Lemoore City Council, such Committee members being appointed by their respective legislative bodies, and one ex officio representative from NAS Lemoore appointed by the Commanding Officer of NAS Lemoore. The Policy Committee will approve the final report and guide the direction of the JLUS Program and Process, establishing such policies as it deems necessary to guide the Technical Committee and KCAG in the administration of the JLUS.

3. JLUS Technical Committee. The structure of the Technical Committee is under discussion but is expected to include representatives from the City of Lemoore, the County of Fresno, the County of Kings, KCAG, and NAS Lemoore and other interested parties as determined by the JLUS Policy Committee. The composition of the Technical Committee shall be established based upon the recommendation provided by the JLUS Policy Committee. The Technical Committee shall be the working group for the JLUS Program and Process and shall act as an advisory body to both KCAG and the JLUS Policy Committee. KCAG and the JLUS Policy Committee may each request assistance and advice from the Technical Committee at times during the process, and the Technical

Committee shall provide its advice and recommendations to each regardless of which has requested the assistance or advice.

4. Brown Act Compliance. The meetings of the JLUS Policy Committee shall be noticed, conducted, and held in compliance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

5. KCAG Compensation. From the proceeds of the JLUS Grant, KCAG is authorized to use up to four thousand five hundred dollars (\$4,500.00) as compensation for its administrative services to be provided hereunder. Such compensation amount may be increased only by a duly-executed amendment to this Agreement.

6. Local Match/In-Kind Contributions. In furtherance of the preparation of the JLUS and in cooperation with and as requested by KCAG, the County of Fresno, County of Kings, and City of Lemoore shall contribute in-kind local match amounts as required in the JLUS Grant agreement in the total amount of twenty-five thousand dollars (\$25,000.00), in the following amounts and as described for each:

- a. Kings County:  
Amount - Ten thousand dollars (\$10,000.00)  
Description of Services:
- b. City of Lemoore  
Amount - Ten thousand dollars (\$10,000.00)  
Description of Services:
- c. Fresno County:  
Amount - Ten thousand dollars (\$5,000.00)  
Description of Services:

7. Severability. Should any part, term, or provision of this Agreement be decided by the courts 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 or provisions hereof shall not be affected thereby.

8. Amendment of and Termination of the Agreement. This Agreement may be amended only by a written agreement duly executed by each of the Parties. The

Agreement may be terminated by mutual agreement of the Parties at the completion of the JLUS Process. The Agreement may also be terminated as provided by law for material breach of the Agreement by any of the Parties.

9. Liability and Indemnification. Notwithstanding Government Code section 895.2, the County of Fresno, County of Kings, City of Lemoore, and KCAG each agree to indemnify, hold harmless and defend each of the other Parties from and against any claim, suit, judgment or expense which may result from any injury to or death of any person or damage to any property arising from any negligent or wrongful act or omission of any officer, employee or agent of County of Fresno, County of Kings, City of Lemoore, or KCAG in the performance of services hereunder.

10. Integration. This Agreement, including the recitals and attachment hereto, represents the entire understanding of the Parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all the Parties. If any term or provision in the attachment to this Agreement conflicts with any term or provision of this Agreement, the term or provision contained in this Agreement shall prevail.

11. Limitations on Powers. The general laws applicable to counties shall be applicable to and shall limit and restrict the actions of the Parties, and each of them, in the performance of services hereunder.

Dated: \_\_\_\_\_

KINGS COUNTY

\_\_\_\_\_  
Chairperson, Board of Supervisors

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Counsel, County of Kings

FRESNO COUNTY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Supervisors

DRAFT Joint Exercise of Powers Agreement for Internal Review and Comments

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Counsel, County of Fresno  
CITY OF LEMOORE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Attorney, City of Lemoore  
KINGS COUNTY ASSOCIATION  
OF GOVERNMENTS

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Directors

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Counsel, County of Kings

DRAFT Joint Exercise of Powers Agreement for Internal Review and Comments

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## EXHIBIT A

### PROJECT OVERVIEW

A Joint Land Use Study is a basic planning process designed to identify encroachment issues confronting both the civilian community and the military installation and to recommend strategies to address the issues in the context of the local general plan process. The NAS Lemoore JLUS will include several jurisdictions including the City of Lemoore, County of Fresno, and County of Kings. The NAS Lemoore military installation will be an important partner in the study, with administrative oversight provided by Kings County Association of Governments.

The Joint Land Use Study should be conducted in a collaborative manner involving a variety of stakeholders, including the local elected officials, planning commissioners, the NAS Lemoore military base command staff, community business leaders, land owners, natural resource groups, the development community, and chambers of commerce or other redevelopment agencies. Several public meetings should be conducted throughout the study so that interested members of the public can have the opportunity to learn about the project and provide comments.

The NAS Lemoore Joint Land Use Study will have two primary goals; to encourage cooperative land use planning between the military installation and the surrounding jurisdictions so that future civilian growth and development are compatible with the training or operational missions of the installations and to find strategies to reduce the operation impacts on the adjacent lands. This study should examine the land use planning concerns from both the jurisdictions and NAS Lemoore perspectives. The recommendations that emerge from this JLUS should be used to guide the local jurisdictions in the development and implementation of land use and related policies.

The NAS Lemoore Joint Land Use Study should consider at a minimum the following topics:

- The economic profile of the region and the impact of the military's presence on the surrounding local economy;
- The existing and proposed land use patterns and activities surrounding the military installation;
- The most current technical reports prepared by the military such as the Air Installations Compatible Use Zones (AICUZ), operational mission profiles and types of military aircraft in either testing or training operations;
- Environmental factors such as natural cultural resources, wildlife habitat, air quality attainment, direct and indirect urban lighting, dust and smoke emissions, electromagnetic interference, and noise;
- Analysis of conservation corridors, conservation easements, designated wetlands, or other related environmental designations as considered for compatibility as sensitive receptors;

- The extent of civilian encroachment and how likely it is to impair the continued operational utility of the military installation; and
- The current adopted and approved general plans, development policies, existing land use regulations, and zoning of the surrounding local governments.

The analysis of the various topics, background information, and other pertinent data and facts should lend itself to the development of land use strategies that can be incorporated into the local planning documents and programs of the surrounding jurisdictions.

Two committees will be developed to provide support and guidance during this proposed JLUS study: 1) a Policy Committee consisting of elected officials and 2) a Technical Committee of professional planners from each of the jurisdictions and other key stakeholders. The Policy Committee will consist of two Board of Supervisors Members from Kings County, two City Council Members from the City of Lemoore, one Board of Supervisor Member from Fresno County, and one (non-voting) exofficio representative from NAS Lemoore. The Policy Committee is responsible for the overall direction of the JLUS, approval of the budget, preparation and approval of the study design, approval of the draft and final written reports, approval of policy recommendations, and monitoring implementation of the adopted policies. The Technical Committee will most likely include local jurisdiction and military base planners, and representatives from agriculture, business, natural resource protection organizations, and concerned residents. The consultant will work extensively with the Technical Committee on draft products and then present them to the Policy Committee.

Several public workshops will be held in the vicinity of the project area at key milestone points in the study for the public to provide input. Emails, websites, and the local newspapers will be a key component in informing the community of upcoming meetings.