

**MEMORANDUM OF UNDERSTANDING ON JOHN WAYNE AIRPORT
BETWEEN THE CITY OF COSTA MESA
AND
THE CITY OF NEWPORT BEACH, CALIFORNIA**

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT is entered into by and between the **CITY OF NEWPORT BEACH, CALIFORNIA** ("Newport") and the **CITY OF COSTA MESA, CALIFORNIA** ("Costa Mesa"), hereinafter sometimes referred to collectively as the "Cities", this _____ day of _____, 2008.

WHEREAS, Newport and Costa Mesa are committed to protecting their respective residents from the adverse impacts of commercial aircraft operations at and from John Wayne Airport (JWA); and

WHEREAS, the Cities believe that airport impacts are now, and will continue to be a significant threat to the quality of life of their respective residents; and

WHEREAS, the Cities believe it is in their respective best interests to foster a closer working relationship between the Cities and to keep each other informed of issues that relate to JWA; to look for opportunities to assist one another, to work together to implement strategies and action plans that are designed to achieve the primary objective of protecting their residents and that the strategies and plans must consider and respect the complex legal, political and economic factors relevant to airport operations and impacts; and

WHEREAS, the Cities recognize that a thorough understanding of airport operations and impacts is necessary in dealing with JWA and the factors include but are not limited to: State and Federal law; the attitudes, philosophy and regulations of the FAA; the regional demand for air transportation; regional and sub-regional planning and transportation programs and policies; the decisions, philosophy and opinions of the Orange County Board of Supervisors and, to a lesser extent, other local, State and Federal representatives and officials; and the opinions and concerns of Orange County residents and business owners; and

WHEREAS, a number of relevant factors and the complexity of the issues related to adverse airport impacts mean that no single approach or simple strategy will be successful in achieving the Cities' primary objectives and that the Cities will be able to achieve their primary objectives only if their strategies and action plans reflect a thorough understanding and consideration of these factors and that if the two (2) Cities work together to achieve their respective goals the likelihood of success increases.

NOW, THEREFORE, the Cities of Newport Beach and Costa Mesa desire to work together to achieve the following objectives and take the following action and agree as follows:

OBJECTIVES

1. Establish a working relationship between Newport Beach and Costa Mesa and provide support to one another regarding JWA. This objective can be achieved by encouraging joint meetings between the elected officials of the two (2) Cities; joint meetings between staff of the respective Cities, including but not limited to having a designated representative of the City of Costa Mesa attend the monthly Aviation Committee meeting of the City of Newport Beach with full membership on the Committee.
2. Establish a dialogue and forum between the Cities to discuss ways in which the two Cities can protect their residents from the adverse impacts of commercial aircraft operations at and from John Wayne Airport. These objectives can be achieved by the exchange of information, including but not limited to technical information as it relates to the JWA, by and among, elected officials and the staff of the two (2) Cities; the involvement of community groups within the Cities. Encourage a joint public forum of the elected officials, with the participation of technical experts, consultants and resident groups at least once a year. Meanwhile each City will identify a principal contact for the purposes of exchanging information and meeting with a representative of the other City on a continuing basis regarding JWA. The Cities expect that the joint forum will develop a plan of action; review and assess cooperative activities between the Cities; recommend ways to improve cooperation and undertake such activities as the Cities deem necessary.
3. Establish a working relationship by and between staff on an as needed basis, with exchange of information as it relates to airport operations and impacts. The foregoing exchange of information should include but not be limited to: State and Federal law; Environmental impacts, noise, air quality, water quality, the attitudes, philosophy and regulations of the FAA; Regional and sub-regional planning and transportation programs and policies; the decisions, philosophy and opinions of the Orange County Board of Supervisors and, to a lesser extent, other local, State and Federal representatives and officials; and the opinions and concerns of Orange County residents. The meeting of staff should occur no less than once (1) a month.
4. Use the established relationship of the Cities to work with other cities in Orange County California, including but not limited to the "Corridor Cities" of Santa Ana, Orange, Anaheim, Tustin and Irvine, all of whom are adversely impacted by commercial aircraft operations at JWA and explore mechanisms for formalizing the relationship of the Corridor Cities.
5. Establish a working relationship with the County of Orange and continually exchange information as it relates to airport operations and impacts.

6. Establish a mechanism for the joint financing by the Cities of the foregoing stated objectives and the attainment of the goals as hereinafter set forth.

GOALS

7. The objectives as outlined above would be adopted with the goals of:
 - A. Ensuring that no actions are taken at JWA which would negatively alter the quality of life, and that any such actions are otherwise in the best long term interests, of the residents of Newport Beach and Costa Mesa;
 - B. Ensuring that there be no modification to the County's airport noise curfew including but not limited to opposing any change to air carrier or general aviation noise ordinances;
 - C. Ensuring that no actions would be taken that could lead to the construction of a second air carrier runway at JWA or extension of the existing runway(s);
 - D. Ensuring that any and/or all steps necessary be taken to protect and preserve the validity of the John Wayne Airport Settlement Agreement, including but not limited to any amendments thereto;
 - E. Ensuring communication by the Cities of Newport Beach and Costa Mesa and their residents and community groups concerned about the impacts of JWA;
 - F. Oppose any expansion of JWA beyond its current (2008) boundary footprint;
 - G. Oppose any significant reduction in general aviation operations/facilities;
 - H. Ensure that regional plans are consistent with the legal and practical constraints on air carrier service at JWA;
 - I. Oppose any attempt by out-of county entities to assume any ownership of, or operational control over, JWA;
 - J. In cooperation with the Orange County Board of Supervisors and other public agencies, actively support development and implementation of proposals that enable Orange County residents and businesses to conveniently access underused out-of-county airports using roadway improvements and air passenger rail links.

MISCELLANEOUS

8. **Termination.** This Memorandum of Understanding ("MOU") shall take effect as of the date first set forth hereinabove and shall remain effective until terminated by the Cities hereto. Either party to this MOU may terminate this MOU without cause at anytime by giving a thirty (30) day written notice to the other party. Any notice provided hereunder shall be deemed given when personally delivered to the other party or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this MOU.
9. **Modifications.** Modifications within the scope of this MOU shall be made by mutual consent of the Parties, by the issuance of an executed written modification, signed and dated by all Parties.
10. **Voluntary.** This MOU reflects an entirely voluntary commitment between the Parties. This MOU in no way obligates or restricts the activity of any party nor shall it in any way interfere with the governance by the Cities of their respective Cities. No Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party or Parties.
11. **Indemnify.** The City of Newport Beach agrees to defend, indemnify and hold the City of Costa Mesa, its elected and appointed officials, officers, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the City of Newport Beach's negligent performance of this MOU. Newport Beach assumes worker's compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, and employees of Costa Mesa.

The City of Costa Mesa agrees to defend, indemnify and hold the City of Newport Beach, its elected and appointed officials, officers, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with Costa Mesa's negligent performance of this MOU. Costa Mesa assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no worker's compensation responsibility for the officers, agents, employees and volunteers of Newport Beach.

12. **No Assignment.** This MOU may not be assigned or transferred by either Party without the express written consent of the other Party.
13. **Notice.** The Cities have designated the following representatives to receive notices and act on their City's behalf in the administration of this MOU:

City of Newport Beach
Homer L. Bludau, City Manager
3300 Newport Blvd.
PO Box 1768
Newport Beach, CA 92658

City of Costa Mesa
Allan Roeder, City Manager
77 Fair Drive
Costa Mesa, CA 92626

14. **Additional Documents.** The Cities agree promptly to execute or cause to be executed any and all documents now or hereafter necessary to effectuate the purpose of this MOU.
15. **Headings.** The headings used in this MOU appear strictly for the Cities' convenience in identifying the provisions of this MOU and shall not affect the construction or interpretation of the provisions of this MOU.
16. **No Third Party Beneficiary.** No third party is an intended or implied beneficiary of this MOU.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE EXECUTED THE DATE FIRST ABOVE WRITTEN.

CITY OF NEWPORT BEACH,

CITY OF COSTA MESA,

Edward D. Selich,
Mayor
for the City of Newport Beach

Eric R. Bever
Mayor
for the City of Costa Mesa

ATTEST:

ATTEST:

City Clerk
for the City of Newport Beach

City Clerk
for the City of Costa Mesa