



# Ventura County Community College District

255 W. STANLEY AVE., SUITE 150, VENTURA, CA 93001  
PH: 805-652-5500 FAX: 805-652-7700  
WWW.VCCCD.EDU

DR. JAMILLAH MOORE  
CHANCELLOR

October 9, 2012

Mr. Martin Bolger  
Ventura County Grand Jury  
800 South Victoria Avenue, #L3751  
Ventura, CA 93009

Dear Mr. Bolger:

Enclosed is a copy of the Ventura County Community College District's Response to the Grand Jury Report, dated July 31, 2012, addressed to the Honorable Vincent J. O'Neill, Jr., and return receipts from the United States Postal Service.

If I can be of further assistance, please feel free to contact me.

Thank you.

Patti Blair  
Executive Assistant to the Chancellor  
Ventura County Community College District

attachments

RECEIVED

OCT 11 2012

VENTURA COUNTY  
GRAND JURY

Response to Grand Jury Report Form

Report Title: Sheriff's Academy and Bond Measure S

Report Date: May 22, 2012

Response by: Susan Johnson Title: Interim Chancellor

FINDINGS

- I (we) agree with the findings numbered: \_\_\_\_\_
- I (we) disagree wholly or partially with the findings numbered: FI-01, FI-02, FI-03, FI-04, FI-05, FI-06, FI-07  
(Attach a statement specifying any portions of the findings that are disputed; include an explanation of the reasons therefor.)

RECOMMENDATIONS

- Recommendations numbered \_\_\_\_\_ have been implemented.  
(Attach a summary describing the implemented actions.)
- Recommendations numbered \_\_\_\_\_ have not yet been implemented, but will be implemented in the future.  
(Attach a timeframe for the implementation.)
- Recommendations numbered \_\_\_\_\_ require further analysis.  
(Attach an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.)
- Recommendations numbered R-01, R-02, R-03 will not be implemented because they are not warranted or are not reasonable.  
(Attach an explanation.)

Date: 7/31/12 Signed: 

Number of pages attached \_\_\_\_\_  
Twenty (20)



# Ventura County Community College District

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PH: 805-652-5500 FAX 805-652-7700  
WWW.VCCCD.EDU

July 31, 2012

The Honorable Vincent J. O'Neill, Jr.  
Presiding Judge, Superior Court of California  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Re: Ventura County Grand Jury Report dated May 22, 2012  
Sheriff's Academy and Bond Measure S

The Honorable Vincent J. O'Neill, Jr.:

## INTRODUCTION

The Ventura County Community College District (herein referred to as "District") Board of Trustees and Citizens Oversight Committee (herein referred to as "COC") are in receipt of the subject report (herein referred to as the "Report") prepared and filed by the 2011-12 Ventura County Grand Jury.

The VCCCD is comprised of three independently accredited institutions. As such, and in accordance with the California Education Code, California Code of Regulations (CCR) Title 5, and Assembly Bill (AB) 1725, the development of curriculum within each college is initiated and updated by the faculty of each respective institution.

In 2004, the District and the Sheriff's Department agreed to an instructional service agreement for a period of five (5) years ending in 2009. The agreement did not fail as referenced in the Report, but instead, when the agreement ended and the district no longer had the funds to continue paying the Sheriff for academy students, the parties mutually agreed that they would not renew the agreement.

In September 2010, the District and the County of Ventura mutually agreed upon a lease arrangement for facilities for the Sheriff's Academy. That lease agreement was a result of the continued interest on the part of the Sheriff to utilize the newly constructed District facility even though there was no longer an instructional affiliation between the District and the Sheriff. At the request of the Sheriff, the District agreed to a square footage rental rate significantly less than what the Sheriff had previously paid the Department of Airports for a smaller older facility for the Academy. While the Report notes the lease was not authorized by the Bond and failed to appear as an estimated cost on the ballot, the ballot language does not indicate that there would be a savings to the Sheriff. The District does not need voter approval to charge rent for the use of any facility, bond-funded or otherwise. In addition as the lease amount is less than the amount paid by the Sheriff to the Department of Airports, there is no additional

MOORPARK COLLEGE • OXNARD COLLEGE • VENTURA COLLEGE

GOVERNING BOARD: STEPHEN P. BLUM • ARTURO D. HERNÁNDEZ • DIANNE B. NICKAY • LARRY O. MILLER • BERNARDO M. PEREZ

"cost" to the Sheriff. Because the Sheriff has no instructional affiliation with the District and has no legal basis to expect to use facilities without paying for them, the rental expenses cannot be characterized as "unintended expenses".

The Report notes that none of this information appeared in the June 2011 Annual Report of the Citizens Oversight Committee. The COC has no authority to review how bond financed facilities are utilized. Their sole legal responsibility is to determine whether or not at the time bond funds were spent that proceeds of bonds were being spent on voter-approved projects. Having fulfilled that duty with respect to this particular facility, none of the information that is contained in the Report regarding the Sheriff's Academy would have been relevant or appropriate for review and comment by the COC.

The District has reviewed the report and has prepared the following response.

**REGARDING FINDING FI-01:**

FI-01 When the Bond was passed in 2002, the budget for the Sheriff's rent at the Academy was \$1 per year. The \$2.6 million rent to be received by the VCCCD was not authorized by the voters when they approved the Bond. (FA-01, 07)

**RESPONSE TO FINDING FI-01**

A copy of the County of Ventura Department of Airports Administrative Second Amendment to Lease for space that was used for the purpose of "Administrator: Sheriff's Academy and related law enforcement training classes and storage" (Attachment A) shows that the Sheriff's Department was paying \$141,924/year for Building 306 (Academy) as well as other facilities and space. The amount of that lease for the Academy building and the area around the building was \$116,376/year.

There is no legal requirement to have the inclusion of rental income as a part of the ballot measure, nor is there a legal prohibition to changing the use of or terms of the use of bond financed projects. Both the 75-word ballot statement, as well as the Full Text (Project List) defines only the limits of the authorized expenditures of bond proceeds.

**REGARDING FINDING FI-02:**

FI-02 Prior to the passage of the Bond, the Sheriff and VCCCD publicly agreed to partner in a program for a new Sheriff's academy where cadets would receive credits toward an associate's degree in criminal justice in conjunction with Academy training. (FA-01-03)

**RESPONSE TO FINDING FI-02**

Prior to the July 1999 agreement, the Ventura County Sheriff's Department operated an Academy without collaboration with the District. In 1999, the District and the County of Ventura Sheriff's Department entered into an Institutional Services Agreement where the Sheriff employees provided two (2) POST basic academy courses through the District and the students received Ventura College credit for the course work. As a part of that agreement, the Sheriff agreed to provide facilities, equipment, and other services for students for the POST courses. In 2004, the District and Sheriff entered into another agreement for five (5) years whereby the District offered educational courses and a curriculum to meet the public safety training needs of the Sheriff. That agreement included revenue payments to the Sheriff.

In 2009, due to the fiscal climate of the State, the District was funded for fewer students than in the past and needed to modify the program offerings. The District informed the Sheriff that we would no longer be providing payment to the Sheriff for the students attending the Academy and issued a check to County of Ventura Sheriff's Department in the amount of \$831,083 for the unspent balance of the revenue payments for the Academy. Because of the change in the financial arrangement, coupled with the changing needs of the Sheriff's Department and the District, the parties mutually agreed to not renew the expiring 2004 agreement for an additional five years. Changes in academic programs and curriculum are a natural part of the operations of a community college. The District continues to review its curriculum and programs and make changes where appropriate.

**REGARDING FINDINGS FI-03 , FI-04, FI-05, FI-06:**

- FI-03 The subsequent failure of VCCCD and the Sheriff to agree on terms of a partnership in education and training at the Academy led to the execution of a lease dated 2010 between the parties as landlord/tenant with an exponential increase in rent. (FA-04, 07-09); **and**
- FI-04 Payment of rent to VCCCD by the Sheriff for a facility built with the Bond funds is an unaccounted cost absent from the ballot when the Bond was passed in 2002. Now it is an unintended expense for County taxpayers who are already paying for the facility with the repayment of Measure S bonds. (FA-01, 04, 07-09); **and**
- FI-05 Absent an agreement to partner in education and training, as well as the potential loss of academic accreditation at VCCCD colleges, a future partnership is improbable for VCCCD and the Sheriff at the Academy. (FA-04, 10); **and**
- FI-06 According to VCCCD, it would prefer not to be a landlord. The lease is the only agreement that obligates VCCCD to be a landlord at a time where their attention should be focused on maintaining accreditation and other obligations to its students. (FA-07, 10, 11)

**RESPONSE TO FINDING FI-03 , FI-04, FI-05, FI-06**

Records obtained from the Ventura County Department of Airports (Attachment A) show that in 1995 the Sheriff executed a lease with the Department of Airports for space to be used for the purpose of a Sheriff's Academy and related law enforcement training classes and storage for the payment of rent in the amount of \$9290/month or \$111,480 per year. The total rental rate included space referred to as Building 306 (Academy) at a rate of \$8,341/mo or \$100,092 for a 11,340 sq ft building plus surrounding area.

In 1996, a First Amendment to Lease was executed for rent in the amount of \$9,420/month or \$113,040/year. In 2002, a Second Amendment to Lease was executed for rent in the amount of \$11,827/mo or \$141,924/year (including rent for Building 306 (Academy) at \$9,698/month or \$114,376 for 11,340 sq ft and surrounding area.)

In 2009 when the instructional service agreement ended, the District and Sheriff were unable to reach agreement on terms for a successor agreement because the District was no longer able to pay the Sheriff for the students to receive college credit as the District was no longer receiving funding from the State. As a result, there is no longer an educational affiliation between the District and the Sheriff regarding the operation of the Sheriff's Academy.

The Ventura County Sheriff's Department had interest in utilizing the new VCCCD building to conduct their Academy training so negotiations proceeded regarding a lease agreement between the County of Ventura and the District. As a part of the negotiations, the Sheriff's Department requested that the District make whatever accommodations on the lease rate possible so that the Sheriff's rent would not increase over what was previously paid to the Department of Airports. Those negotiations culminated in the lease reference in the Report, where the rental begins at \$.39/square foot/month rather than the \$.60/square foot/month paid to the airport, increasing gradually over the first seven years to the \$.60/square foot/month that the Sheriff had been paying the Department of Airports in 2002 for the academy building. The building currently leased is newly constructed and fully equipped and, therefore, the comparable payments are significantly lower than that previously paid by the Sheriff for their Academy.

There is no legal requirement that the possibility of receiving future rental income be part of the ballot language for Measure S. Because the Ventura County Sheriff's Department has no legal or education affiliation basis to expect to use facilities without paying for them, those rental expenses cannot be characterized as "unintended expenses".

Once the District forfeited academic control over the Academy, the basis for reduced rental vanished and the County of Ventura/Sheriff's Department (Academy) is now a tenant. The District is in fact a landlord for the County of Ventura/Sheriff's Department, and has no issues with fulfilling that role and responsibilities.

**REGARDING FINDING:**

FI-07 The Academy is underutilized according to the Bond's promise ". . . to prepare students for jobs and four year colleges. . . ." (FA-01, 12)

**RESPONSE TO FINDING FI-07**

The goal and purpose of all of the projects of Measure S, and any capital projects built on our three colleges, is to improve students' skills to obtain a job and transfer to a four-year college. When a community college district receives authorization to finance facilities, facilities are sometimes built with capacity that anticipates growth and expansion of certain types of educational programs and state funding. Program review happens regularly in a community college and as a result changes in academic programs and curriculum occur. While the portion of the building that the County of Ventura/Sheriff's Department is leasing may not be currently used for District programs, it may be in the future, and until then the rent the District receives can be used to improve the District's job training and transfer programs.

**RECOMMENDATIONS**

R-01 The VCCCD should adjust its leasehold at the Academy and the Sheriff's rent should be returned to \$1 per year. (FI-01-06)

The Sheriff's Department paid the Department of Airports \$141,924/year (including rent for Building 306 (Academy)) for their previous training center. The County of Ventura/Sheriff's Department is currently paying the District \$124,488/year for nearly twice the space for the Academy.

There is no longer an educational affiliation between the District and the Sheriff's Department regarding the operation of the Sheriff's Academy. The Sheriff's Department should not expect to use District facilities without paying for them.

R-02 VCCCD should concentrate on "proper governance" of its three colleges, retaining its accreditation, and transferring the Academy building's control to the Sheriff. (FI-02, 06) [Ref-02-6]

Measure S clearly stated that the bond measure proceeds were for Ventura County Community College District (District). There was no intent in the language that any building would belong to or be controlled by any agency other than the District.

The District is concentrating on proper governance of the District and its three colleges and, through its efforts, will retain its accreditation. Accreditation and Board governance are not of issue in this lease agreement.

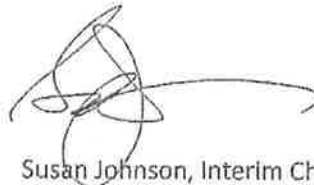
- R-03 The VCCCD and the Sheriff's Department should partner to develop a curriculum and financial arrangements for students seeking a criminal justice degree or certificate through the CCCD education system as approved in the Bond. (FI-02)

The Bond did not address nor approve the academic programs offered by the community colleges. Ventura College has a vibrant Criminal Justice program and is continuing to offer credit-based courses in criminal justice leading to an associate degree, certificate, and/or transfer. Over the last four years, 99 students received certificates of completion and 215 students received associate degrees in criminal justice.

Respectfully submitted,



Stephen Blum, Chair  
Board of Trustees



Susan Johnson, Interim Chancellor  
Ventura County Community College District





COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
ADMINISTRATIVE SECOND AMENDMENT TO LEASE

Buildings 306, 413 and 419 and, in addition, 63,188 sq ft of property surrounding Building 306, approximately two acres adjoining Building 413 comprising a pistol range, 527 sq ft of storage at 345C Willis, and 37,500 sq ft of land adjacent to the pistol range, "ordinance range." In addition to the foregoing, Lessee's personnel, may, on occasion, with prior written approval of the Director or his designee, use the eastern most 2,000 feet of runway for vehicle training purposes.

Paragraph 6. RENT. (Delete the following):

Building 306 (Academy)	11,340 sq ft @ \$0.55/mo	\$ 6,237
Area surrounding Building 306	63,188 sq ft @ \$0.0333/mo	2,104
Building 419 (Bunker at Pistol Range)	1,818 sq ft @ \$0.20/mo	364
Building 413 (Bunker at Pistol Range)	407 sq ft @ \$0.20/mo	81
Pistol Range (usage 100 days/year)	109,809 sq ft @ 0.0208/mo x 100/360	<u>634</u>
		\$ <u>9,420</u>

Paragraph 6. RENT. Insert the following:

Building 306 (Academy)	11,340 sq ft @ \$0.60/mo	\$ 6,804
Area surrounding Building 306	63,188 sq ft @ \$0.04580/mo	2,894
Building 419 (Bunker at Pistol Range)	1,818 sq ft @ \$0.25/mo	455
Building 413 (Bunker at Pistol Range)	407 sq ft @ \$0.25/mo	102
Pistol Range (usage 100 days/year)	109,809 sq ft @ 0.0208/mo x 100/360	634
Storage 345C Willis	527 sq ft @ \$0.30/mo	158
Ordinance Range	37,500 sq ft @ 0.0208/mo	<u>780</u>
		\$ <u>11,827</u>

**ENTIRE AGREEMENT.** This Administrative Amendment, together with the Lease, contains the entire Agreement between Lessor and Lessee with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein.

This Administrative Amendment cannot be modified orally but only in writing signed by both parties hereto.

INITIALS:   
Lessee / Lessor

COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
ADMINISTRATIVE SECOND AMENDMENT TO LEASE

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IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first above written.

COUNTY OF VENTURA, DEPARTMENT OF AIRPORTS

By: [Signature]  
Director

Dated: 4/16/02

COUNTY OF VENTURA, SHERIFF'S DEPARTMENT

By: [Signature]  
Chief Deputy, Support Services

Dated: 4/10/02

Leases/county tenant leases/sheriff/vc sheriff 2<sup>nd</sup> amend 10-15-01

INITIALS: [Signature]  
Lessee / Lessor

DEPARTMENT OF AIRPORTS  
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into by and between:

COUNTY OF VENTURA, DEPARTMENT OF AIRPORTS

hereinafter called "County," and

VENTURA COUNTY SHERIFF'S DEPARTMENT

hereinafter called "Tenant."

WHEREAS, County and Tenant entered into that certain Lease Agreement executed by County on August 21, 1995, which sets forth the terms and conditions under which County leased an interest in the real property commonly referred to as 63,188 square feet of land and Buildings 306, 413, and 419 and

WHEREAS, subsequent to entering into the Lease Agreement, it is now the desire of the parties hereto to amend the Lease Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

ARTICLE 6 - RENT. Shall be amended to read as follows:

6. Rent. The monthly rent shall be \$9,289 payable in advance. Rent is calculated, as follows:

Building 306 (Academy)		
11,340 Sq. Ft. @ \$ 0.55/mo	=	\$ 6,237
Area surrounding Building 306		
63,188 Sq. Ft. @ \$ 0.0333	=	2,104
Building 419 (Bunker at Pistol Range)		
1,818 Sq. Ft. @ \$ 0.20/mo	=	364
Building 413 (Bunker at Pistol Range)		
407 Sq. Ft. @ \$ 0.20/mo	=	81
Pistol Range (usage 100 days/year)		
109,809 Sq. Ft. @ 0.0208/mo		
X100/360	=	\$ 634
		\$ <u>9,420</u>

The effective date of this Amendment shall be January 1, 1996.  
ALL OTHER TERMS AND CONDITIONS of said Lease remain unchanged.

COUNTY OF VENTURA

DATED

2/22/96

BY

Rodney L. Murphy  
RODNEY L. MURPHY  
Director of Airports

ATTEST:

RICHARD D. DEAN, County Clerk,  
County of Ventura, State of  
California, and ex officio  
Clerk of the Board of  
Supervisors.



BY

[Signature]  
Deputy Clerk

Ventura County Sheriff's  
Department

DATED

2/20/96

BY

[Signature]  
County Sheriff

THIS LEASE, hereinafter called "Agreement" is made and entered into by and between:  
hereinafter called "County," and COUNTY OF VENTURA  
hereinafter called "Tenant" VENTURA COUNTY SHERIFF'S DEPARTMENT

The parties agree that:

1. **PROPERTY LEASED.** County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located on the Camarillo Airport, hereinafter called "Airport." The Premises are briefly described as follows: Buildings 306, 413 and 419 and in addition 63,188 square feet of property surrounding Building 306 and approximately two acres adjoining Building 413 comprising a pistol range. In addition to the foregoing, Sheriff's personnel, exclusively, may on occasion, with prior written approval of the Administrator or his designee, utilize the eastern most 2,000 feet of runway for vehicle training purposes.

The Premises are more particularly shown on Exhibit "A," "B" & "C" which are attached hereto and made a part hereof by reference.

2. **TERM.** The term of this Agreement is one year, commencing on July 1, 1995, and terminating on June 30, 1996.

A. **Option.** Tenant may, at its option, extend this Agreement for two (2) additional ~~two~~<sup>one</sup> year periods. The first option period shall commence on the day following the termination of the initial term, and shall terminate one year after the termination of the preceding term. The second option period shall commence on the day following the termination of the first option period, and shall terminate one year after the termination of the first period. Each option shall be exercised separately by Tenant giving County written notice at least sixty (60) days prior to the commencement of the option period. All rent for the option tenancy shall be adjusted to reflect the rate, as set forth in the Rent and Fee Schedule adopted by the Board of Supervisors, that is in effect on the commencement of each option period. All other terms and conditions of this Agreement shall remain unchanged.

3. **HOLDOVER.** If Tenant holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of County, either expressed or implied, Tenant shall become a tenant from month to month. All rent(s) for said holdover tenancy shall be adjusted to reflect the rate, as set forth in the Rent and Fee Schedule adopted by the Board of Supervisors, that is in effect during the time of the Holdover. All other terms and conditions of this Agreement shall remain unchanged.

4. **PURPOSE.** The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of the Airport Administrator, hereinafter referred to as "Administrator": Sheriff's Academy and related law enforcement training classes and storage. All training conducted outside of the leased area must have the prior written approval of the Administrator.

5. **USE OF AIRPORT FACILITIES.** Tenant shall have the nonexclusive right to the use of the runways and taxiways of the Airport, the public waiting rooms, rest rooms, and other public places in the Airport, the roadways and landing aids, and other public facilities provided by the County.

6. **RENT.** The monthly rent shall be \$9,289 payable in advance. Rent is calculated, as follows:

Building 306 (Academy)	
11,340 Sq. Ft. @ \$ 0.55/mo	= \$6,237
Area surrounding Building 306	
63,188 Sq. Ft. @ \$ 0.0333	= 2,104
Building 419 (Bunker at Pistol Range)	
1,818 Sq. Ft. @ \$ 0.20/mo	= 364
Building 413 (Bunker at Pistol Range)	
407 Sq. Ft. @ \$ 0.20/mo.	= 81
Pistol Range (usage 100 days/year)	= 10
87,120 Sq. Ft. @ 0.0208/mo.	X100/360
	= \$ 503
	7774
	\$9,289

7. **FAILURE TO PAY WHEN DUE.** (deleted)

8. **ALTERATIONS BY TENANT.** Tenant may make improvements, alterations, or additions to the Premises, provided, however, that approval of such improvements, alterations or additions must be obtained in advance in writing from the Administrator. All improvements, alterations and additions shall conform with the then current Airport Design Criteria for Construction and Specifications for Construction and Maintenance by Tenant, as may be amended from time to time.

9. **SIGNS AND ADVERTISING.** Tenant shall not erect or display, or permit to be erected or displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the Administrator.

10. **DELAY IN DELIVERY OF POSSESSION.** If County, for any reason whatsoever, cannot deliver possession of the Premises on the date of commencement of the term of this Agreement, rent for the period between said date and the date that County can deliver possession shall be prorated and deducted from the rent due under this Agreement. The term of the Agreement shall not be extended by such delay. If possession is not delivered within 45 days after the commencement of this Agreement, Tenant may terminate this Agreement by so advising County in writing.

11. **EMPLOYEE INFORMATION.** Tenant shall provide and keep current in the Airports Administrator's Office a list of key employees and their telephone numbers for emergency purposes.

12. **SECURITY DEPOSIT.** (deleted)

13. **INSURANCE.** (deleted)

14. **TAXES AND ASSESSMENTS.** (deleted)

15. **UTILITIES.**



A. Tenant expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Premises. ~~Tenant~~

B. ~~County~~ shall pay service charges for gas, water, and electricity serving the Premises. Tenant shall pay connection fees and charges for all utilities, and service charges for electronic equipment, teletype or telephones installed, used, or operated by Tenant on the Premises.

16. JANITORIAL SERVICES. Tenant shall provide all janitorial services and supplies at Tenant's sole expense. Tenant shall also maintain the Premises at all times in a neat, clean, orderly, and safe condition.

17. TRASH AND RUBBISH SERVICES. Tenant shall provide, at Tenant's sole expense, proper containers for and the regular collection of all trash and rubbish materials generated from or accumulating on the Premises.

18. COOPERATION BETWEEN TENANTS. The Tenant shall cooperate with all other Tenants of the County who will be operating enterprises on the Airport and shall conduct its operations so as to avoid interference with the operations of other Tenants. Any difference or conflict which may arise between the Tenant and other tenants will be adjusted and determined by the Administrator. If the operations of the Tenant are impaired because of any acts or omissions of such other Tenants, the Tenant shall have no claim against the County on that account.

19. REPAIRS AND MAINTENANCE BY COUNTY. No repairs of any nature will be performed by County unless deemed necessary and in the best interest of County.

20. REPAIRS AND MAINTENANCE BY TENANT. Tenant accepts the Premises in the present condition and repair, and shall make any repair and modification necessary to comply with all applicable building codes and regulations except maintenance and repair specifically required under this Agreement to be performed by the County. Tenant shall maintain the Premises in as good condition as they were when Tenant first received possession thereof, excepting reasonable wear and tear, and shall make all repairs and replacements necessary to that end. Tenant shall also maintain any lawns, landscaping, walkways, and parking areas within Premises to the satisfaction of the Administrator.

21. ENTRY BY COUNTY. County may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as County is obliged to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on Premises.

22. COMPLIANCE WITH LAW. Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all Federal, State, and local laws and ordinances concerning the Premises and use thereof.

23. AIRPORT REGULATIONS. Tenant agrees to observe, obey, and abide by all applicable laws, ordinances, field order, and other regulations for the common and joint use of Airport facilities and for the maintenance and conduct of all its operations which are now or may hereafter be imposed or promulgated by County, the Federal Aviation Administration, or any other governmental agency having jurisdiction over the subject matter.

24. FIRE REGULATIONS. Tenant shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and shall furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguishers shall be charged and ready for immediate use as required by fire regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a deficiency notice following an inspection by the Fire Department, Tenant agrees to make any and all corrections in the manner required by the Fire Department within thirty (30) days after receipt of such notice.

25. ENVIRONMENTAL PROTECTION. Tenant shall take all measures available to:

- A. Avoid any pollution of the atmosphere or filtering of Airport caused by or originating in, on, or about Tenant's facilities.
- B. Keep the noise level on the Premises to a minimum so that other tenants may effectively utilize other areas of the Airport and so that persons in the general neighborhood will not be detrimentally affected.
- C. Keep the lights on the Premises from emitting light that could negatively affect the operation of aircraft or ground vehicles in the area.
- D. If the Tenant's activities on the property, which is the subject of this agreement, involve in any manner the use, storage, or transportation of any chemicals, solvents, or other material which may be considered to be hazardous in their use, application, and/or transportation, Tenant shall advise County in writing immediately. Tenant agrees additionally to have the Ventura County Environmental Health Department inspect any property subject to such use on a not less than semiannual basis.
- E. Tenant agrees to remove any and all contaminants, as set forth in the preceding paragraph, from the property in question prior to the termination of the lease. In the event that Tenant fails to so clear the area including specifically any underground storage tanks that are in a hazardous condition or have been ascertained to be leaking by the Environmental Health Department, Tenant assumes liability therefore and agrees to allow County to use any and all security deposits to pay for such cleanup and/or removal.

26. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Administrator, and such consent shall not be unreasonably withheld. Any assignment or subletting without the written consent of the Administrator shall be void, and shall, at the option of the County, terminate this Agreement.

27. DOCUMENT PROCESSING FEE. ~~(deleted)~~

This Document Processing fee shall be deemed earned by County when paid and shall not be refundable. Said fee is construed as reimbursement of administrative costs pursuant to transaction. County initiated documents are exempt from processing fee charges.

28. DEFAULT OR BREACH. Except as otherwise provided, at anytime one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

29. WAIVER AND NON WAIVER. The failure of County to either:

- A. Give any notice of default or breach of the Agreement, or
- B. Terminate the Agreement because of a default or breach thereof, or
- C. Exercise any other right conferred on it pursuant to this Agreement, shall not be a waiver of any right or rights conferred by the Agreement nor shall County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.

No waiver of any default or breach shall constitute a waiver of any other default or breach, whether of the same or any other term, covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Tenant shall give the other any contractual right by custom, estoppel, or



otherwise. The subsequent acceptance of rent to this Agreement shall not constitute a waiver of any preceding default by Tenant other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.

30. **PARTIES BOUND AND BENEFITED.** The terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

31. **TIME.** Time is of the essence of this Agreement.

32. **HOLD HARMLESS.** (deleted)

33. **DESTRUCTION OF PREMISES.** If Premises should be destroyed by any cause, except as caused by the fault of Tenant, or declared unsafe or unfit for occupancy by any authorized public authority for any reason, except as caused by the fault of Tenant, either wholly or in such a degree as to substantially impair Tenant's use of the Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. In such event, this Agreement shall thereby be terminated.

34. **FAA SPECIAL PROVISIONS.**

A. The Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. The Tenant, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease and to reenter and repossess the land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with Provision D above shall constitute a material breach thereof and, in the event of such non-compliance, County shall have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce Provisions.

F. Tenant agrees that it shall insert the above five Provisions in any lease agreement, contract, etc., by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

G. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

H. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance. Such reservation includes without limitation the right to develop and operate other airports, to relocate existing operations at other airports and to offer services and facilities at the other airports that may compete with the operations of Tenant.

I. The County reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

J. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation or maintenance of the Airport.

K. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

L. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

M. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

N. The Tenant, by accepting this expressly, agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, the County reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

O. The Tenant, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Tenant.

P. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

35. **CONDEMNATION.** If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If Tenant remains in possession, all of the terms thereof shall continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the Tenant shall belong to the Tenant, and those payments attributable to the reversionary interest of the County shall belong to the County.

36. **CONDITION OF PROPERTY UPON TERMINATION.** Upon the termination of this Agreement for any reason, Tenant shall vacate the Premises and deliver same to County in good order and condition, damage by the elements, fire, earthquake, and ordinary wear and tear excepted.



37. REMOVAL OF TENANT'S PERSONAL PROPERTY. Unless otherwise mutually agreed in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement, the Tenant shall have removed, at its own expense, all personal property of any kind owned or placed on the Premises by the Tenant, along with all debris, surplus and salvage material, and shall leave the Premises in a clean and orderly condition. If the Tenant does not remove, or has not completed removal of its personal property within seven (7) days after such expiration, termination or cancellation, title thereto shall vest in the County. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Tenant shall pay the County the reasonable and actual cost of any such removal, sale or destruction in excess of any consideration received by County as a result of any such removal, sale or demolition.

38. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the Premises, this Lease Agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and costs in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

39. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

40. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by Administrator or an authorized representative on behalf of the County.

41. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

42. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

43. ARTICLE HEADINGS. Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

44. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing, and all notices and payments shall be made as follows:

A. All payments and notices to Tenant shall be given or mailed to:  
Sheriff's Department  
Public Works Agency,  
Real Estate Services  
800 South Victoria  
Ventura, CA 93009

B. All payments and notices to County shall be given or mailed to:  
County of Ventura  
Department of Airports  
555 Airport Way, Suite 200  
Camarillo, CA 93010

COUNTY OF VENTURA

By: *Richard D. Dean*  
Airports Administrator

Dated: 8/21/95

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ATTEST:

RICHARD D. DEAN, County Clerk, County of Ventura, State of California, and  
ex officio Clerk of the Board of Supervisors thereof.

By: *SM [Signature]*  
Deputy Clerk



Dated: 8/21/95

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VENTURA COUNTY SHERIFF'S DEPARTMENT

By: *Richard Rodriguez, Captain*  
Tenant

Dated: 7/11/95

If Tenant is a corporation, a certified copy of the Board of Directors' resolution or other authority for execution of this Agreement is attached hereto.

THIS LEASE, hereinafter called "Agreement" is made and entered into by and between:  
hereinafter called "County," and  
hereinafter called "Tenant,"

COUNTY OF VENTURA

VENTURA COUNTY SHERIFF'S DEPARTMENT

The parties agree that:

1. **PROPERTY LEASED.** County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located on the Camarillo Airport, hereinafter called "Airport." The Premises are briefly described as follows: Buildings 306, 413 and 419 and in addition 63,188 square feet of property surrounding Building 306 and approximately two acres adjoining Building 413 comprising a pistol range. In addition to the foregoing, Sheriff's personnel, exclusively, may on occasion, with prior written approval of the Administrator or his designee, utilize the eastern most 2,000 feet of runway for vehicle training purposes.

The Premises are more particularly shown on Exhibit "A", "B" & "C" which are attached hereto and made a part hereof by reference.

2. **TERM.** The term of this Agreement is one year, commencing on July 1, 1995, and terminating on June 30, 1996.

A. **Option.** Tenant may, at its option, extend this Agreement for two (2) additional two-year periods. The first option period shall commence on the day following the termination of the initial term, and shall terminate one year after the termination of the preceding term. The second option period shall commence on the day following the termination of the first option period, and shall terminate one year after the termination of the first period. Each option shall be exercised separately by Tenant giving County written notice at least sixty (60) days prior to the commencement of the option period. All rent for the option tenancy shall be adjusted to reflect the rate, as set forth in the Rent and Fee Schedule adopted by the Board of Supervisors, that is in effect on the commencement of each option period. All other terms and conditions of this Agreement shall remain unchanged.

3. **HOLDOVER.** If Tenant holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of County, either expressed or implied, Tenant shall become a tenant from month to month. All rent(s) for said holdover tenancy shall be adjusted to reflect the rate, as set forth in the Rent and Fee Schedule adopted by the Board of Supervisors, that is in effect during the time of the Holdover. All other terms and conditions of this Agreement shall remain unchanged.

4. **PURPOSE.** The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of the Airport Administrator, hereinafter referred to as "Administrator": Sheriff's Academy and related law enforcement training classes and storage. All training conducted outside of the leased area must have the prior written approval of the Administrator.

5. **USE OF AIRPORT FACILITIES.** Tenant shall have the nonexclusive right to the use of the runways and taxiways of the Airport, the public waiting rooms, rest rooms, and other public places in the Airport, the roadways and landing aids, and other public facilities provided by the County.

6. **RENT.** The monthly rent shall be \$9,289 payable in advance. Rent is calculated, as follows:

Building 306 (Academy)	
11,340 Sq. Ft. @ \$ 0.55/mo	= \$6,237
Area surrounding Building 306	
63,188 Sq. Ft. @ \$ 0.0333	= 2,104
Building 419 (Bunker at Pistol Range)	
1,818 Sq. Ft. @ \$ 0.20/mo	= 364
Building 413 (Bunker at Pistol Range)	
407 Sq. Ft. @ \$ 0.20/mo.	= 81
Pistol Range (usage 100 days/year)	
87,120 Sq. Ft. @ 0.0208/mo.	
X100/360	= \$ 503
	<u>\$9,289</u>

7. **FAILURE TO PAY WHEN DUE.** (deleted)

8. **ALTERATIONS BY TENANT.** Tenant may make improvements, alterations, or additions to the Premises, provided, however, that approval of such improvements, alterations or additions must be obtained in advance in writing from the Administrator. All improvements, alterations and additions shall conform with the then current Airport Design Criteria for Construction and Specifications for Construction and Maintenance by Tenant, as may be amended from time to time.

9. **SIGNS AND ADVERTISING.** Tenant shall not erect or display, or permit to be erected or displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the Administrator.

10. **DELAY IN DELIVERY OF POSSESSION.** If County, for any reason whatsoever, cannot deliver possession of the Premises on the date of commencement of the term of this Agreement, rent for the period between said date and the date that County can deliver possession shall be prorated and deducted from the rent due under this Agreement. The term of the Agreement shall not be extended by such delay. If possession is not delivered within 45 days after the commencement of this Agreement, Tenant may terminate this Agreement by so advising County in writing.

11. **EMPLOYEE INFORMATION.** Tenant shall provide and keep current in the Airports Administrator's Office a list of key employees and their telephone numbers for emergency purposes.

12. **SECURITY DEPOSIT.** (deleted)

13. **INSURANCE.** (deleted)

14. **TAXES AND ASSESSMENTS.** (deleted)

15. **UTILITIES.**



- A. Tenant expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Premises. ~~Tenant~~
- B. ~~County~~ shall pay service charges for gas, water, and electricity serving the Premises. Tenant shall pay connection fees and charges for all utilities, and service charges for electronic equipment, teletype or telephones installed, used, or operated by Tenant on the Premises.
16. JANITORIAL SERVICES. Tenant shall provide all janitorial services and supplies at Tenant's sole expense. Tenant shall also maintain the Premises at all times in a neat, clean, orderly, and safe condition.
17. TRASH AND RUBBISH SERVICES. Tenant shall provide, at Tenant's sole expense, proper containers for and the regular collection of all trash and rubbish materials generated from or accumulating on the Premises.
18. COOPERATION BETWEEN TENANTS. The Tenant shall cooperate with all other Tenants of the County who will be operating enterprises on the Airport and shall conduct its operations so as to avoid interference with the operations of other Tenants. Any difference or conflict which may arise between the Tenant and other tenants will be adjusted and determined by the Administrator. If the operations of the Tenant are impaired because of any acts or omissions of such other Tenants, the Tenant shall have no claim against the County on that account.
19. REPAIRS AND MAINTENANCE BY COUNTY. No repairs of any nature will be performed by County unless deemed necessary and in the best interest of County.
20. REPAIRS AND MAINTENANCE BY TENANT. Tenant accepts the Premises in the present condition and repair, and shall make any repair and modification necessary to comply with all applicable building codes and regulations except maintenance and repair specifically required under this Agreement to be performed by the County. Tenant shall maintain the Premises in as good condition as they were when Tenant first received possession thereof, excepting reasonable wear and tear, and shall make all repairs and replacements necessary to that end. Tenant shall also maintain any lawn, landscaping, walkways, and parking areas within Premises to the satisfaction of the Administrator.
21. ENTRY BY COUNTY. County may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as County is obliged to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on Premises.
22. COMPLIANCE WITH LAW. Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all Federal, State, and local laws and ordinances concerning the Premises and use thereof.
23. AIRPORT REGULATIONS. Tenant agrees to observe, obey, and abide by all applicable laws, ordinances, field rules, and other regulations for the common and joint use of Airport facilities and for the maintenance and conduct of all its operations which are now or may hereafter be imposed or promulgated by County, the Federal Aviation Administration, or any other governmental agency having jurisdiction over the subject matter.
24. FIRE REGULATIONS. Tenant shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and shall furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguishers shall be charged and ready for immediate use as required by fire regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a deficiency notice following an inspection by the Fire Department, Tenant agrees to make any and all corrections in the manner required by the Fire Department within thirty (30) days after receipt of such notice.
25. ENVIRONMENTAL PROTECTION. Tenant shall take all measures available to:
- A. Avoid any pollution of the atmosphere or littering of Airport caused by or originating in, on, or about Tenant's facilities.
  - B. Keep the noise level on the Premises to a minimum so that other tenants may effectively utilize other areas of the Airport and so that persons in the general neighborhood will not be detrimentally affected.
  - C. Keep the lights on the Premises from emitting light that could negatively affect the operation of aircraft or ground vehicles in the area.
  - D. If the Tenant's activities on the property, which is the subject of this agreement, involve in any manner the use, storage, or transportation of any chemicals, solvents, or other material which may be considered to be hazardous in their use, application, and/or transportation, Tenant shall advise County in writing immediately. Tenant agrees additionally to have the Ventura County Environmental Health Department inspect any property subject to such use on a not less than semiannual basis.
  - E. Tenant agrees to remove any and all contaminants, as set forth in the preceding paragraph, from the property in question prior to the termination of the lease. In the event that Tenant fails to so clear the area including specifically any underground storage tanks that are in a hazardous condition or have been ascertained to be leaking by the Environmental Health Department, Tenant assumes liability therefore and agrees to allow County to use any and all security deposits to pay for such cleanup and/or removal.
26. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Administrator, and such consent shall not be unreasonably withheld. Any assignment or subletting without the written consent of the Administrator shall be void, and shall, at the option of the County, terminate this Agreement.
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otherwise. The subsequent acceptance of rent to this Agreement shall not constitute a waiver of any preceding default by Tenant other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.

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L. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

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N. The Tenant, by accepting this expressly, agrees for itself, its successors and assigns that it will not erect nor permit the creation of any structure or object nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, the County reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

O. The Tenant, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Tenant.

P. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

35. **CONDEMNATION.** If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If Tenant remains in possession, all of the terms thereof shall continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the Tenant shall belong to the Tenant, and those payments attributable to the reversionary interest of the County shall belong to the County.

36. **CONDITION OF PROPERTY UPON TERMINATION.** Upon the termination of this Agreement for any reason, Tenant shall vacate the Premises and deliver same to County in good order and condition, damage by the elements, fire, earthquake, and ordinary wear and tear excepted.

37. REMOVAL OF TENANT'S PERSONAL PROPERTY. Unless otherwise mutually agreed in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement, the Tenant shall have removed, at its own expense, all personal property of any kind owned or placed on the Premises by the Tenant, along with all debris, surplus and salvage material, and shall leave the Premises in a clean and orderly condition. If the Tenant does not remove, or has not completed removal of its personal property within seven (7) days after such expiration, termination or cancellation, title thereto shall vest in the County. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Tenant shall pay the County the reasonable and actual cost of any such removal, sale or destruction in excess of any consideration received by County as a result of any such removal, sale or demolition.

38. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the Premises, this Lease Agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and costs in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

39. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

40. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by Administrator or an authorized representative on behalf of the County.

41. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

42. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

43. ARTICLE HEADINGS. Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

44. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing, and all notices and payments shall be made as follows:

A. All payments and notices to Tenant shall be given or mailed to:

Sheriff's Department  
Public Works Agency,  
Real Estate Services  
800 South Victoria  
Ventura, CA 93009

B. All payments and notices to County shall be given or mailed to:

County of Ventura  
Department of Airports  
555 Airport Way, Suite 200  
Camarillo, CA 93010