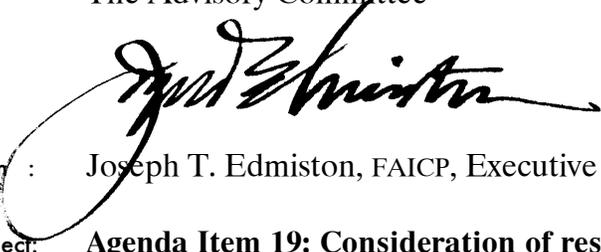


Memorandum

To : The Conservancy
The Advisory Committee

Date : March 22, 2004

From : 
Joseph T. Edmiston, FAICP, Executive Director

Subject: **Agenda Item 19: Consideration of resolution authorizing an amendment to the Mountains Recreation and Conservation Authority Joint Exercise of Powers Agreement to require adoption of an annual workprogram, and related provisions.**

Staff Recommendation: That the Conservancy adopt the proposed amendments to the Mountains Recreation and Conservation Authority (MRCA) Joint Powers Agreement, and forward same to the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District with a request that such bodies also consider such amendments.

Legislative Authority: The Joint Exercise of Powers Act (Chapter 5 , commencing with § 6500, of Division 7 of Title 1 of the Government Code) provides:

§ 6502. If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties

§ 6503. The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

Background: The original MRCA joint powers agreement adopted in July, 1985, required the submission of a workprogram and initial budget by November 1, 1985. In subsequent amendments to the JPA this provision was omitted because the time for execution was well past and these documents had long since been submitted and approved. However, just as the incipient joint powers authority had to prove itself, and correlate its initial budget with a plan of action (*i.e.*, the workprogram), so too have there been recent calls for the MRCA to clearly establish its identity *vis-a-vis* the Conservancy.

It is fair to say that the parties to the Mountains Recreation and Conservation Authority JPA, who know best what is going on, have a clear understanding of the Authority's goals, objectives,

and procedures and how they relate to the ongoing work of each member entity of the JPA. On one level then, a workprogram formally summarizing the MRCA's endeavors could be seen as make-work: the close partnership of all the parties has resulted in smooth coordination—rarely seen in state and local government joint endeavors—that typifies what the Joint Powers Act is all about. From the consumer's standpoint, the results speak for themselves.

Unfortunately, as important as the citizen consumers of the MRCA's services are, from a bureaucratic standpoint the governmental consumers in Sacramento are just as important. The very success of MRCA has sparked enquiry, say nothing of envy, such that the Authority's goals, objectives, and procedures should be as transparent to the institutional control agencies as they are clear to the constituent members of the Authority itself. Therefore, with one exception (the amendment to Sec. 10.0 discussed *infra*), the proposals made herein are to be understood as clarifications of existing provisions rather than new enactments.

Summary of proposed amendments: The heart of the proposal would restore the requirement of an annual workprogram correlated to the fiscal year budget so as to more clearly define the scope of MRCA's activities in relationship to those of the Conservancy. To this end the MRCA Joint Powers Agreement would be amended to:

- Specify the geographical relationship of the Authority (really only align the exact wording of the agreement in accordance with the original understanding of it) and this is done in the antepenultimate “whereas” clause and in Section 4.1.
- Require a workprogram correlated to the fiscal year budget of the Authority. This helps to implement the existing understanding of the parties that MRCA is pursuing its own (albeit well coordinated and fully cooperative) path toward achieving the objects and purposes set forth in the agreement. This is accomplished by the amendment to the penultimate “whereas” clause and the addition of Section 11.2.
- Make explicit the already implicit service oriented nature of the MRCA's work. The addition of Section 2.2 achieves this purpose.
- Provide in Section 10.0 that when the workprogram is implemented by contracts or memoranda of understanding with the Conservancy, the executing officer on behalf of the MRCA will be the Chairperson, or the Vice Chairperson in the absence or inability of the Chairperson to so execute.

- Add a requirement in Section 11.7 for the appointment of an Assistant Fiscal Officer by the General Manager of the Conejo District, who, in addition to other duties would be the fiscal administrator of contracts between the MRCA and the Conservancy.
- Make a technical conforming amendment to Section 16.0.

Note about Exhibit A: Exhibit A is common to this item and to Item 18 concerning appointment of an at-large member of the governing board. The various proposed amendments were consolidated into one exhibit to avoid confusion. Yellow highlighting is used for changes proposed in Item 18, Turquoise highlighting is used for changes proposed in Item 19.

Additional Note: Suggested text changes made by the Conejo Recreation and Park District, reflecting input on both Items 18 and 19, are shown in green highlighting.