

Exhibit A

*[Changes proposed in Item 18 are shown in **Yellow Highlight**
Changes proposed in Item 19 are shown in **Turquoise Highlight**
Changes recommended by the Conejo Recreation & Park District are shown in **Green Highlight**]*

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the Government Code relating to the joint exercise of powers between the following parties:

THE SANTA MONICA MOUNTAINS CONSERVANCY, (hereinafter "The Conservancy") a public agency of the State of California established pursuant to Division 23 of the Public Resources Code (Section 33000 et seq.);

THE CONEJO RECREATION AND PARK DISTRICT, (hereinafter "The Conejo District" or "the District") a public agency duly constituted body corporate and politic of the State of California established pursuant to Chapter 4, Division 5, of the Public Resources Code; and

THE RANCHO SIMI RECREATION AND PARK DISTRICT, (hereinafter "The Rancho Simi District") a public agency duly constituted body corporate and politic of the State of California established pursuant to Chapter 4, Division 5, of the Public Resources Code.

WHEREAS, The Conservancy has the authority and expertise to acquire, develop, and conserve open space and other parkland for the public benefit, and for public recreation use and enjoyment; and

WHEREAS, The Conejo and Rancho Simi Districts have the authority and expertise to acquire, develop, and conserve open space and other parkland for the public benefit and for public recreation use and enjoyment; and

WHEREAS, The Conejo and Rancho Simi Districts also have the power and authority to acquire, develop, and conserve such lands for such purposes; and

WHEREAS, Pursuant to Title 1, Division 7, Chapter 5 of the Government Code, commonly known as the Joint Exercise of Powers Act, two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, The land within the Santa Monica Mountains Zone and contiguous watersheds and other open space and recreation resources in Southern California, and within the boundaries of said Districts, constitute unique and valuable economic, environmental, agricultural, scientific, educational, and recreational resources which should be held in trust for present and future generations; and

WHEREAS, The Conservancy and the Districts find and determine that there is a need to expand, enhance, and restore these resources and it would be to their mutual advantage and the public benefit to coordinate their power and authority and expertise to facilitate the acquisition, development, and conservation of such lands and resources; and

WHEREAS, The parties desire, by means of this Agreement, to establish an organization and procedure for such exercise of power and authority, and to provide for the organization's power and procedures; Now

THEREFORE, The parties mutually agree as follows:

SECTION 1. TERM OF AGREEMENT

1.0. This Agreement shall become effective upon the date last executed and shall revoke any prior agreements executed, if any, except that with respect to the inclusion of the Rancho Simi District this agreement shall become effective upon execution by all parties.

SECTION 2. PURPOSE OF AGREEMENT

2.0. The purpose of this Agreement is to establish a legal entity separate from the parties to acquire, develop, and conserve additional park and open space lands with special emphasis on recreation and conservation projects, the protection and conservation of watersheds, and the development of river parkways.

2.1. An additional and integral purpose of this agreement is to provide for the utilization of the benefit assessment method of financing of capital acquisitions and improvements, and the maintenance, servicing, and operation thereof, to the greatest extent permitted pursuant to any applicable provision of the Streets and Highways Code of the State of California and consistent with the provisions of Proposition 218 adopted by the voters in 1996.

2.2. The purposes of this agreement shall be implemented in such a manner that furthers and supports the work of public and nonprofit sector environmental agencies by providing the expertise of the Authority and its officers and employees to organizations that have compatible purposes to those of the Authority.

SECTION 3. CREATION OF AUTHORITY

3.0. The authority hereby created shall be a separate entity "The Mountains Recreation and Conservation Authority", hereinafter referred to as "Authority."

SECTION 4. POWERS OF AUTHORITY

4.0. The Authority shall have all powers common to the parties to this Agreement, and such other powers as may be provided by statute applicable to local park agencies which relate to park and open space real property and associated personal property. Said common powers include, but are not limited to, all those powers specified in Government Code Section 6508. In addition to those powers specifically set forth herein, the Authority shall have such additional powers as apply generally to separate public entities established pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code) insofar as such powers are necessary or convenient to carry out the purposes and objectives of this Agreement.

4.1. The Authority is hereby empowered to do all acts necessary for the exercise of such powers, and this agreement shall be liberally construed to effectuate its purposes within the Santa Monica Mountains Zone or the jurisdictional boundaries of the Conejo and Rancho Simi Districts.

4.2. Such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the Conejo and Rancho Simi Districts, as provided in, and for the purposes of, Government Code Section 6509.

4.3. The Authority shall have the power to finance any capital acquisition or improvement, or the maintenance, servicing, and operation of any improvement, facility, park or open space land, by the use of any provision of the Streets and Highways Code of the State of California pertaining to municipal improvements and/or benefit assessments to the fullest extent permitted by law and consistent with the provisions of Proposition 218 adopted by the voters in 1996.

SECTION 5. GOVERNING BOARD

5.0. The Authority shall be governed by its Governing Board which shall consist of four (4) members, who shall be appointed as follows:

- A. One (1) member shall be the member of the Advisory Committee to the Conservancy serving as the designee of the Conejo District.
- B. One (1) member shall be the General Manager of the Rancho Simi District or an employee designated by him.
- C. One (1) member shall be a member of the Conservancy as designated by the Conservancy.

D. One (1) member ~~who is not a member of the Conservancy~~ shall be at-large and appointed by the Governing Board for a term of four (4) years ~~nominated by the Conejo District and appointed by the Conservancy~~

SECTION 6. MEETINGS

6.0. The Governing Board of the Authority shall fix the hour, date, and place for its regular meetings. Special meetings may be held as provided for in the Ralph M. Brown Act (Government Code Section 54950 et seq.).

6.1. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

6.2. The Executive Officer of the Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, both regular and special, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the Conservancy and to the Districts.

SECTION 7. QUORUM AND PROCEDURE

7.0. Three (3) members of the Governing Board shall constitute a quorum necessary for the transaction of business. The affirmative vote of a majority ~~of the members quorum~~ shall constitute an action of the Governing Board. Where applicable, Robert's Rules of Order, Newly Revised, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

SECTION 8. COMPENSATION AND OFFICE

8.0. The members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the extent compatible with Government Code Section 1126, Public Contract Code Sections 10410 and 10411, and any other statutory provision.

8.1. The Governing Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications and shall designate one of its members or employees as an "officer" for the purpose of receiving service of process on behalf of the Authority.

SECTION 9. OFFICERS

9.0. The Governing Board shall elect its own chairperson and vice chairperson. The chairperson shall preside over all meetings of the Authority. The vice chairperson shall preside in the absence of the chairperson.

SECTION 10. ADMINISTRATION

10.0. The Authority shall be administered by an executive officer who shall perform the functions stated in Government Code Section 6505.1; *Provided that, any agreement or memorandum between the Authority and the Conservancy or the Districts, or any of them, shall be executed on behalf of the Authority by the Chairperson or in the absence or inability of the Chairperson to act, by the Vice Chairperson.*

10.1. The Executive Director of the Conservancy shall serve, without additional compensation, as Executive Officer of the Authority, unless the Governing Board, by resolution, appoints another Executive Officer.

10.2. The General Manager of the Conejo District shall be the duly appointed and acting treasurer and controller of the Authority; such person is hereby designated as the Financial Officer of the Authority who shall perform the functions stated in Government Code Section 6505.5.

10.3. The staff counsel of the Conservancy shall, without additional compensation, be the duly appointed and acting counsel for the Authority, unless the Governing Board of the Authority shall otherwise determine.

10.4. To implement this Agreement, the Conservancy and Districts may loan employees to the Authority. To achieve the purposes of this Agreement, the Authority may, from time to time, establish positions and fix the salaries of employees of the Authority. *Except for the Assistant Financial Officer established pursuant to Section 11.7,* the Executive Officer of the Authority shall appoint such other employees for positions established by the Board and shall be responsible for the supervision thereof.

SECTION 11. FISCAL CONTROLS

11.0. The fiscal year of the Authority shall be the fiscal year of the Conejo District, as established from time to time by the Conejo District.

11.1. To the extent funds are legally available therefor, the Conservancy and the Districts are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

11.2. Prior to the adoption of the annual budget by the Conservancy and the Districts, the Governing Board shall adopt a workprogram to guide the Authority in carrying out the purposes of this agreement during the ensuing fiscal year. The workprogram shall correlate to the budget and shall address the goals and objectives to be achieved in each program area. The workprogram may be amended in response to changing conditions throughout the fiscal year. It is the intent of this section that the Authority's workprogram represents its own independent judgment concerning the matters covered thereby, but that such work should be carried out in a coordinated and cooperative manner with the Conservancy and the Districts.

11.3. The Authority shall be strictly accountable for all funds, receipts, and disbursements. The Authority shall prepare an annual budget, in a form approved by

the Conservancy and the Districts, which budget shall be submitted to the Conservancy and the Districts for approval, in the time and manner as specified by the Conservancy and the Districts. Public funds may not be disbursed by the Authority without approval of the adopted budget of the Authority, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

114. The General Manager of the Conejo District shall act as the treasurer of the Authority and shall be the depository and have custody of all money of the Authority from whatever source. The treasurer so designated shall:

A. Receive all money of the Authority and place it in the treasury of the Conejo District, or other appropriate account, to the credit of the Authority.

B. Be responsible on his official bond for the safekeeping and disbursement of all Authority money so held by him or her.

C. Pay, when due, out of money of the Authority so held, all sums due on outstanding obligations of the Authority. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this Authority.

D. Verify and report in writing on a quarterly basis to the Authority and to the Conservancy and Districts the amount of money held on account for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

115. The General Manager of the Conejo District shall perform the functions of the auditor or controller of the Authority. He shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with the Conservancy and Districts and also with such other offices as the parties so require. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant, shall be borne by the Authority and charged against any unencumbered funds of the Authority.

11.6. The Authority shall have the power to invest any money in the treasury of the Authority that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

117 The General Manager of the Conejo District shall appoint an Assistant Financial Officer for the Authority the cost of such position to be borne by the Authority. In addition to such other dues as may be prescribed by the General Manager, this officer shall be responsible for the fiscal administration of any grants or contracts between the Authority and the Conservancy that may be necessary to carry out the workprogram established pursuant to Section 11.2.

SECTION 12. BONDS

12.0. Each member of the Governing Board, the executive officer, and financial officer shall file an official bond with the Conservancy. When deemed appropriate by the Conservancy, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the Authority to the extent the Conservancy deems appropriate. The bond shall be in the amount of \$50,000. The premium shall be paid by the Authority.

SECTION 13. LIABILITY AND MUTUAL EXCHANGE OF SERVICES, EQUIPMENT, AND OFFICE FACILITIES

13.0. The tort liability of the Authority and of all members of the Governing Board, and the executive officer and employees of the Authority, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the Authority.

13.1. The Authority shall maintain comprehensive liability insurance and whatever other insurance it deems necessary and appropriate to cover liability for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement. The form, coverage and amounts of such insurance shall be as deemed appropriate by the Authority and acceptable to the Conservancy and the Districts.

13.2. Pursuant to Government Code Section 6506 in order to effectuate and enhance the efficient operation of the Authority, the Authority shall enter into a memorandum of understanding with the Conservancy regarding the mutual exchange of services, equipment and office facilities and operations and management of Conservancy properties.

SECTION 14. DISPOSITION OF PROPERTY AND FUNDS

14.0. Upon termination of this Agreement, the Authority forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the Authority shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property owned by the Authority shall be conveyed to the Districts, unless the Authority shall determine otherwise.

SECTION 15. NON-LIABILITY OF PARTIES

15.0. Pursuant to Section 6508.1 of the Government Code, neither the Authority nor the Governing Board shall have the power or authority to bind the Conservancy or the Districts, or any of them, to any debt, liability or obligation, and no debt, liability or obligation of the Authority or the Governing Board shall constitute a debt, liability or

obligation of the Conservancy or the Districts, or any of them.

15.1. No act or omission of the Authority or the Governing Board shall be attributable to the Conservancy or the Districts, or any of them.

SECTION 16. CONTRIBUTION OF CONSERVANCY

16.0. Exclusive of grants which the Conservancy may award to the Authority or the Districts from time to time, the Conservancy contribution to the Authority and from the Authority to the Conservancy in any fiscal year shall be less than the delegated interagency contract amount as established in the State Administrative Contracts Manual or similar document. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees that are not otherwise covered by a separate reimbursement agreement. Such reimbursement agreements are hereby expressly authorized. This section shall not affect the mutual exchange of services between parties to this Agreement and the Authority without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

SECTION 17. NON-DISCRIMINATION

17.0. The provisions of the State of California Nondiscrimination Clause (Form 17B) are by this reference incorporated herein.

SECTION 18. APPLICATION OF POWERS

18.0. Insofar as powers common to the recreation and park districts included in this Agreement, and not to the Conservancy, are exercised by the Authority, the Governing Board and officers thereof shall exercise such powers as the administering agency of this Agreement pursuant to Government Code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the Santa Monica Mountains Conservancy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SANTA MONICA MOUNTAINS CONSERVANCY

By:
Date:

CONEJO RECREATION AND PARK DISTRICT

By:
Date:

RANCHO SIMI RECREATION AND PARK DISTRICT

By:

Date: