

CONEJO OPEN SPACE CONSERVATION AGENCY
JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of October, 1977, by and between the City of Thousand Oaks, a municipal corporation (hereinafter called "CITY"), and the Conejo Recreation and Park District, a duly constituted Recreation and Park District and body corporate and politic of the State of California (hereinafter called "DISTRICT");

W I T N E S S E T H:

WHEREAS, each of the parties to this Agreement is a "public agency" as that term is defined in California Government Code, Section 6500; and

WHEREAS, CITY has the power, authority and expertise to regulate the use of land, including open space, by various controls such as planning, zoning, building, subdivision, and environmental regulations; and

WHEREAS, CITY, pursuant to Title 1, Division 7, Chapter 12, of the California Government Code has the authority to acquire, maintain and conserve open spaces and land areas for public use and enjoyment, and DISTRICT, pursuant to Chapter 4, Division 5 of the Public Resources Code of the State of California, has the authority to cooperate with CITY in carrying out its functions and purposes, including the management of land resources, parks and natural open space; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, 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

YC: CE+PD
CTO. Finance
CFO. DPW
L. H. H. "A"

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YC Jack Hale
1/30/81

WHEREAS, the Conejo Valley, including the jurisdictional boundaries of the City of Thousand Oaks, has a unique topography characterized by scenic rolling hills and splendid canyons, all of which contain great natural scenic beauty and whose existing openness and natural condition will maintain or enhance the conservation of natural and scenic resources for the people of the Conejo Valley; and

WHEREAS, CITY and DISTRICT find and determine that it would be to their mutual advantage and the public benefit to coordinate their power, authority and expertise in (1) the development of a jurisdictional land management framework for the conservation of natural open space land areas; (2) assuring coordination of local land use and resource management decisions relating to open space land areas; and (3) establishing an entity to focus community resources towards achievement of adopted general plan goals pertaining to open space and natural resources; and

WHEREAS, the parties desire, by means of this Agreement, to establish an organization and procedure for such coordination and operation and to provide for the general direction of such organization's policies, powers and procedures.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I, shall, for all purposes of this Agreement, have the meanings herein specified.

Agency. The term "Agency" shall mean the Conejo Open Space Conservation Agency created by this Agreement.

Board. The term "Board" shall mean the governing board of the Agency.

City. The term "City" shall mean the City of Thousand Oaks, a general law city and municipal corporation, duly organized and existing under the laws of the State of California.

District. The term "District" shall mean the Conejo Recreation and Park District, a duly constituted Recreation and Park District and body corporate and politic, existing under the laws of the State of California.

Open Space. The term "Open Space" shall mean any physical, geographical space or area, determined by the Agency to be characterized by (1) great natural scenic beauty or (2) whose existing openness, natural condition, or present state of use, if retained, would maintain or enhance the conservation of natural or scenic resources.

ARTICLE II

PURPOSE

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an agency to be known as the "Conejo Open Space Conservation Agency" for and with the purpose of (1) acquiring, controlling, managing, conserving, and preserving open space; and (2) coordinating planning efforts and land use policies for such open space.

ARTICLE III
CREATION OF AGENCY

There is hereby created, pursuant to the Joint Exercise of Powers Act, a public entity to be known as "Conejo Open Space Conservation Agency". That agency shall be a public entity separate and apart from the CITY and DISTRICT.

ARTICLE IV
TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until rescinded or terminated by either party by giving one hundred and eighty (180) days advance written notice, to the other party, of such intent to rescind or terminate this Agreement. In the event said Agreement is rescinded or terminated as hereinabove set forth, the disposition, division, or distribution of any property acquired as a result of this Joint Exercise of Powers, together with any surplus money on hand, shall be returned to the parties in proportion to the contributions made, or in any other equitable manner as agreed upon by the parties.

ARTICLE V
POWERS AND FUNCTIONS

The Agency shall have any and all powers authorized by law to the parties hereto, and separately to the Agency herein created, relating to the acquisition, regulation, management, preservation and disposition of open space real property. Such power shall include the common power specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the parties are

specified as powers of the Agency. The Agency is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following:

To make and enter contracts, to employ agents and employees, to acquire, construct, manage or operate any land, building, works or improvements, to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name; and generally to do any and all things necessary or convenient in furtherance of the purposes of this Agreement.

Such power is subject only to the restrictions upon the manner of exercising the power as are imposed upon the CITY in the exercise of similar powers, as provided in, and for the purposes of, California Government Code, Section 6509.

In addition to the foregoing powers, Agency shall act in an advisory capacity to the governing boards of CITY and DISTRICT relative to the acquisition, management and preservation of open space, including the function to:

- (a) Review and make recommendations relative to the land use planning for open space areas;
- (b) Review and recommend policies and procedures to mitigate detrimental environmental impacts on open space lands;

(c) Review and establish ways and means for broad based community participation in decisions pertaining to open space policies, plans and resource management; and

(d) Review and make recommendations relative to existing general plans, zoning, subdivision plans and proposed development adjacent to or having the potential of affecting open space and the resource management thereof.

ARTICLE VI

GOVERNING BOARD

The Agency shall be administered by the Board which shall consist of five (5) members to be appointed as follows: Two (2) members of the Board shall be members of and be appointed by the City Council of the City; two (2) members of the Board shall be members of and appointed by the governing board of the DISTRICT; and one (1) member of the Board shall be a private citizen, resident of the City, and shall be nominated by the above four (4) members of the Board and appointed by mutual agreement of the legislative bodies of CITY and DISTRICT.

Members of the Board shall serve without compensation for a four (4) year term; provided, however, initial appointments shall be for a staggered period to assure continuity, as follows: City shall appoint one (1) of its initial members ^{the balance of their} for a two (2) year term and one (1) of its initial members for a four (4) year term. DISTRICT shall appoint one (1) of its initial members for a two (2) year term and one (1) of its initial members for a four (4) year term. The initial term of the private citizen, duly appointed by CITY and DISTRICT, shall be for a two (2) year term. The private citizen member shall serve no more than two consecutive terms. The initial term for all members shall be deemed to commence on the execution date of this Agreement. Members of

the Board shall serve at the pleasure of the appointing body and until their respective successors are appointed and qualified.

ARTICLE VII

MEETINGS OF BOARD

(a) Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Legal Notice. All meetings of the Board shall be held subject to the provisions of the laws of the State of California with respect to meetings of public bodies, to wit: Sections 54950 et seq. of the Government Code of the State of California, commonly called the "Brown Act".

(d) Minutes. The Secretary of the Agency shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the CITY and the DISTRICT.

(e) Rules of Procedure. The Board shall have the authority to establish its own rules of procedure for the conduct of meetings and the transaction of business, by adoption of resolution of the Board. In the absence of the adoption of such a resolution, the rules of procedure for the conduct of City Council meetings, as adopted and amended from time to time by CITY, shall constitute the rules of procedure of Board, to the extent such rules of procedure are reasonably feasible and adaptable to meetings of the Board.

ARTICLE VIII

OFFICERS

The Board shall elect its own Chairman for the first year of its operation and thereafter said Board shall elect its Chairman annually. The Board shall elect a Vice-Chairman in the same manner. The Board shall appoint a Secretary, who may, but need not, be a member of the Board. The Treasurer of the CITY shall be the duly appointed and acting Treasurer of the Agency. The City Attorney of CITY shall be the duly appointed and acting attorney for the Agency.

ARTICLE IX

ADMINISTRATIVE STAFF

The Agency may request from CITY and/or DISTRICT the services of CITY or DISTRICT personnel to serve the Agency ex officio as may be necessary to carry out the purposes of this Agreement and shall have the power, with prior budgetary approval of CITY and DISTRICT, to employ professional and technical assistance to carry out the purposes of this Agreement. The City Manager of CITY and General Manager of DISTRICT shall jointly act as the Chief Administrative Officer of the Agency. All requests by the Agency for services of CITY or DISTRICT personnel shall be made through the Chief Administrative Officer.

ARTICLE X

FISCAL CONTROLS

The fiscal year of the Agency shall be the fiscal year of the CITY, as established from time to time by the CITY, being at the date of this Agreement the period from July 1 of each year to and including the following June 30. CITY and DISTRICT are hereby authorized to make payments and contributions of public funds from the treasuries of the respective parties for the payment

of expenditures for purposes set forth in this Agreement. Advances of public funds may be made for such purposes, such advances to be repaid in accordance with Agreement of CITY, DISTRICT and Agency. Personnel, equipment or property of DISTRICT or CITY may be used in lieu of contributions or advances.

The Agency shall be strictly accountable for all funds, receipts and disbursements. Agency shall prepare an annual budget, in form approved by CITY and DISTRICT, which budget shall be submitted to CITY and DISTRICT for approval, in the time and manner as specified by CITY and DISTRICT. No public funds shall be transmitted to or disbursed by Agency without prior approval of the adopted budget of Agency by CITY and DISTRICT and all receipts and disbursements shall be in strict conformance with such adopted and approved budget.

The Treasurer of CITY shall act as Treasurer of Agency and shall be the depository and have custody of all the money of the Agency from whatever source. The Treasurer so designated shall:

- (a) Receive and receipt for all money of the Agency and place it in the treasury of CITY to the credit of the Agency;
- (b) Be responsible upon his official bond for the safe-keeping and disbursement of all Agency money so held by him;
- (c) Pay, when due, out of money of the Agency so held by him, all sums payable on outstanding bonds and coupons of the Agency;
- (d) Pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the Agreement;

(e) Verify and report in writing on the first day of July, October, January, and April of each year to the Agency and to the CITY and DISTRICT the amount of money he holds for the Agency, the amount of receipts since his last report, and the amount paid out since his last report.

The Finance Director of CITY shall perform the functions of auditor or controller of Agency. He shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Agency. 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 or public accountant, a report thereof shall be filed as public records with the CITY and DISTRICT and also with the County Auditor of the County of Ventura. Such report shall be filed within twelve months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this Agreement shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for the purpose. The Auditor or Controller shall draw warrants to pay demands against the Agency when the demands have been approved by the governing board of the Agency. CITY and DISTRICT shall determine the charges to be made against the Agency for the services of the Treasurer and Auditor.

The Treasurer and Auditor shall file an official bond in amount to be fixed by CITY and DISTRICT.

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

ARTICLE XI

OBLIGATIONS AND LIABILITY OF AGENCY

Pursuant to Section 6508.1 of the Government Code of the State of California, no debts, liabilities or obligations of the Agency shall be the debts, liabilities or obligations of the CITY or the DISTRICT, or either of them.

Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in its connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in its connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify, defend and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason

of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement.

Agency may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof is budgetarily approved by CITY and DISTRICT.

ARTICLE XII

GENERAL PROVISIONS

1. All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provisions of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

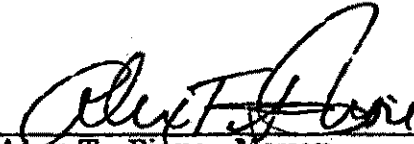
2. It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences and articles of this Agreement.

3. All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to the designated offices of CITY or DISTRICT as the case may be.


4. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year herein first above written.

THE CITY OF THOUSAND OAKS, CALIFORNIA

By 
Alex T. Fiore, Mayor

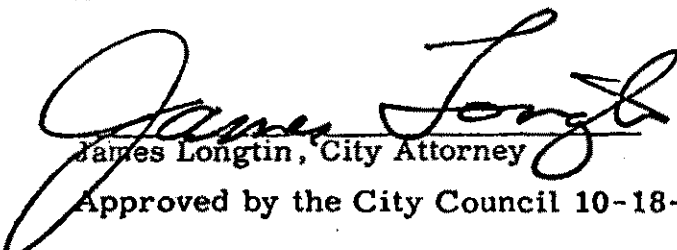
ATTEST:


Velma S. Quinn, City Clerk

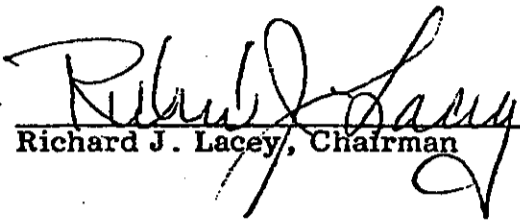
APPROVED AS TO ADMINISTRATION:


Glenn Kendall, City Manager

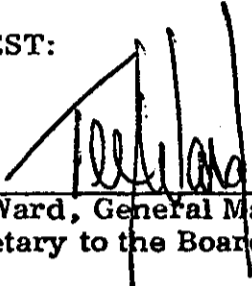
APPROVED AS TO FORM:


James Longtin, City Attorney
Approved by the City Council 10-18-77


CONEJO RECREATION AND PARK DISTRICT

By 
Richard J. Lacey, Chairman

ATTEST:


Tex Ward, General Manager and
Secretary to the Board of Directors

APPROVED AS TO FORM:


C. B. Henrichsen Attorney for
Conejo Recreation and Park District