



Diana K. Chuang

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Ventura LAFCo

July 8, 2019

VIA FEDEX 2DAY & ELECTRONIC MAIL (kai.luoma@ventura.org)

Attn: Kai Luoma, Executive Officer
Ventura County LAFCO
800 S. Victoria Avenue
Ventura, CA 93009-1850

Re: **SB 1266 Filing – Joint Exercise of Powers Agreement for Mountains
Recreation and Conservation Authority**

Dear Mr. Luoma:

Pursuant to Government Code § 6503.8 (as amended by Senate Bill No. 1266, Chapter 173, Statutes of 2016), please find enclosed for filing with your office a copy of the Joint Exercise of Powers Agreement for the Mountains Recreation and Conservation Authority.

Should you have any questions, please do not hesitate to contact me at dchuang@rwglaw.com or at telephone extension 583.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'D.K. Chuang', with a large loop at the end.

Diana K. Chuang

Enclosures

cc: James Friedl, Jr., Financial Officer (via e-mail)
Sheryl Lewanda, Chief Deputy Financial Officer (via e-mail)
Jeffrey K. Maloney, Chief Staff Counsel (via e-mail)

10265-0046\2313218v1.doc

INITIAL NOTICE TO THE SECRETARY OF STATE
AS TO A JOINT POWERS AGREEMENT

Notice is hereby given to the Secretary of State pursuant to Sections 6503.5 or 6503.7 of the Government Code as to the existence of a joint powers agreement providing for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreements. The following information as to the agreement is set forth:

(Office Use Only)

JOINT POWERS AGREEMENT

FILE NO. 763

FILED
In the Office of the Secretary of State
of the State of California

SEP 18 1985
March Fong Eu
MARCH FONG EU
SECRETARY OF STATE
(File Stamp)

(a) The public agencies parties to the agreement are:

- (1) The Santa Monica Mountains Conservancy
- (2) The Conejo Recreation And Park District
- (3) _____
- (4) _____

(If more space is needed, type "continued" in (4) and attach a separate sheet to this form).

(b) The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: _____

The Mountains Recreation And Conservation Authority

Mailing Address: 107 South Broadway, Suite 7117
Los Angeles, California 90012

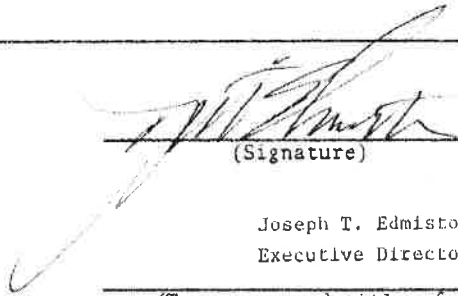
(c) The date upon which the agreement became effective is: September 5, 1985

(d) A condensed statement as to the purpose of the agreement or the powers to be exercised is: _____

To acquire, develop, and conserve park and open space lands, with special emphasis on water-oriented recreation and conservation projects.

(e) Amendments, if any, state brief description: N/A

(f) The short title of the agreement, if any, is: N/A



(Signature)

Joseph T. Edmiston
Executive Director

(Type name and title of signer)

- INSTRUCTIONS:
1. Mail this form to Secretary of State, 1230 J Street, Sacramento, California 95814.
 2. Include a remittance payable to "Secretary of State" for filing fee of \$5.00.
 3. If additional copies of this form are sent with the original, the copies will be file-stamped and returned without additional charge.
 4. Do not attach a copy of the Agreement and/or Amendments of the Agreement.

5/8/16 P28

NOTICE TO THE SECRETARY OF STATE AS TO
AMENDMENT OF A JOINT POWERS AGREEMENT

Notice is hereby given to the Secretary of State pursuant to Section 6503.5 of the Government Code that a joint powers agreement, notice of which was previously filed with the Secretary of State, has been amended.

Date of filing initial notice with the Secretary of State:

September 18, 1985

(Office Use Only)

AMENDMENT TO JOINT POWERS AGREEMENT FILE NO. 363

FILED
In the office of the Secretary of State
of the State of California
AUG 03 1987

March Fong Eu
MARCH FONG EU, Secretary of State

(File Stamp)

Identification of Joint Powers Agreement as set forth in the initial notice. (Identify by short title, name of administering agency or entity, or name of parties and purpose of agreement):

Mountains Recreation and Conservation Authority (Joint Exercise of Powers Agreement
between Santa Monica Mountains Conservancy and Conejo Recreation and Park District)

The above described agreement has been amended. (Check and complete one or more boxes below):

To change the parties to the agreement as follows: By adding the Rancho Simi
Recreation and Park District as a party.

To change the name of the administering agency or entity as follows: _____

To change the purpose of the agreement or the powers to be exercised as follows:
Provides that powers common to the recreation and park districts, and exercised by
the joint powers agency, may be administered by the governing board of the authority
and its officers notwithstanding such powers not being in common with the Santa
Monica Mountains Conservancy.

To change the short title of the agreement as follows: _____

To make other changes in the agreement. (Set forth a brief statement of the Amendment): Santa Monica Mountains Conservancy assumes certain liabilities for

actions taken on Conservancy and joint powers authority property; mutual exchange
of services is clarified.



(Signature)

JOSEPH T. EDMISTON, AICP, Executive Director
(Type name and title of signer)

INSTRUCTIONS:

1. Mail this form to Secretary of State, P. O. Box 704, Sacramento, CA 95803.
2. Include a remittance payable to "Secretary of State" for the filing fee of \$5.00.
3. If additional copies of this form are sent with the original, the copies will be file-stamped and returned without additional charge.
4. Do not attach a copy of Amendment and/or Amendments of the Agreement.



State of California
 Bill Jones
 Secretary of State

FILE NO. 1152
FILED
 In the office of the Secretary of State
 of the State of California
 JUN - 5 2000
Bill Jones
 BILL JONES, Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
 (Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: September 18, 1985

File number of initial notice: 763

Name of Joint Powers agreement: Mountains Recreation and Conservation Authority

Mailing Address: 5810 Ramirez Canyon Road, Malibu, California 90265

Complete one or more boxes below. The agreement has been amended to:

Change the parties to the agreement as follows: _____

Change the name of the administering agency or entity as follows: _____

Change the purpose of the agreement or the powers to be exercised as follows: Section 2- adding the protection of watersheds and development of river parkways.

Change the short title of the agreement as follows: _____

Make other changes to the agreement as follows: Sections 3, 5, 13, 14 & 16- removing outdated language, adding appropriate section numbers, changing headings, changing Conservancy contribution to Authority.

Date 5-26-00

Joseph T. Edmiston
 Signature
Joseph T. Edmiston, Executive Officer
 Typed Name and Title



State of California

Bill Jones
Secretary of State

FILE NO. 1194

FILED
In the Office of the Secretary of State
of the State of California

MAR 12 2001

Bill Jones
BILL JONES, Secretary of State

(Office Use Only)

AMENDMENT TO A JOINT POWERS AGREEMENT (Government Code Section 8503.5 or 8503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: September 18, 1985

File number of initial notice: 763

Name of Joint Powers agreement: Mountains Recreation and Conservation Authority

Mailing Address: 5810 Ramirez Canyon Road, Malibu, California 90265

Complete one or more boxes below. The agreement has been amended to:

- Change the parties to the agreement as follows: _____
- Change the name of the administering agency or entity as follows: _____
- Change the purpose of the agreement or the powers to be exercised as follows: _____
- Change the short title of the agreement as follows: _____

Make other changes to the agreement as follows: Sections 13, 14, 15 - changing headings, adding appropriate section numbers, changing language regarding liability insurance, changing language regarding liability of the Conservancy and the Districts, Deleting Sections 14.0 and 15.2

Date 2-26-01

Joseph T. Edmiston
Signature
Joseph T. Edmiston, Executive Officer
Typed Name and Title



State of California
 Bill Jones
 Secretary of State

FILE NO. 1285

FILED
 In the Office of the Secretary of State
 of the State of California

NOV 04 2002

Bill Jones
 BILL JONES, Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
 (Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: September 18, 1985

File number of initial notice: 763

Name of Joint Powers agreement: Mountains Recreation and Conservation Authority

Mailing Address: 5810 Ramirez Canyon Road, Malibu, California 90265

Complete one or more boxes below. The agreement has been amended to:

Change the parties to the agreement as follows: _____

Change the name of the administering agency or entity as follows: _____

Change the purpose of the agreement or the powers to be exercised as follows: _____

Adding Sections 2.1 and 4.3 to expand the purpose of the agreement and the power of the Authority to provide for the utilization of the benefit assessment method of financing.

Change the short title of the agreement as follows: _____

Make other changes to the agreement as follows: _____

November 1, 2002
 Date

Laurie C. Collins
 Signature

Laurie Collins, Chief Staff Counsel
 Typed Name and Title



State of California
Kevin Shelley
Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
 (Government Code Section 6503.5 or 6503.7)

FILE NO. 1386

FILED
 In the office of the Secretary of State
 of the State of California

APR 20 2004

Kevin Shelley
 KEVIN SHELLEY, SECRETARY OF STATE

(Office Use Only)

Instructions:

- 1 Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
- 2 Include filing fee of \$1.00.
- 3 Do not include attachments.

• Date of filing initial notice with the Secretary of State: September 18, 1985

File number of initial notice: 763

Name of Joint Powers agreement: Mountains Recreation and Conservation Authority Joint Exercise of Powers Agreement

Maining Address: 5610 Ramirez Canyon Road, Malibu, California, 90265

Complete one or more boxes below. The agreement has been amended to:

Change the purpose of the agreement or the powers to be exercised as follows: _____

Adding Section 2.2 to expand the purpose of the agreement to implement 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. Amend Section 4.1 reaffirm that the Authority may do all acts necessary for the exercise of such powers. Amend Section 5.0(D) to appoint one at-large member to the Governing Board who is not a member of the Conservancy and shall be appointed by the Governing Board for a term of 4 years. Amend Section 7.0 to allow the affirmative vote of a majority of the members to constitute an action of the Governing Board. Amend Section 10.0 to include the following language: 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. Amending Section 10.4 to establish positions and fix the salaries of employees of the Authority except for the Assistant Financial Officer established pursuant to Section 11.7. A .ding Section 11.2 to require an annual workprogram and amending each subsequent Section number within Section 11 to adjust for the addition of Section 11.2. Adding Section 11.7 with the following language: 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 duties 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. Amending Section 16.0 so that any fiscal year shall be less than the delegated interagency contract amount as established in the State Contracts Manual or similar document. Amending recital 9 to add language clarifying description of jurisdiction. Amending recital 10 to add language clarifying legal status of the Authority. Amending Section 11.3 from "District" to "Districts".

April 16, 2004
 Date

Laurie C. Collins
 Signature

Laurie C. Collins
 Laurie Collins, Chief Staff Counsel



State of California
Kevin Shelley
Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
 (Government Code Section 6503.5 or 6503.7)

FILE NO. 1397

FILED
 in the office of the Secretary of State
 of the State of California

JUL 1 6 2004

Kevin Shelley
 KEVIN SHELLEY, SECRETARY OF STATE

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: **September 18, 1985**

File number of initial notice: **763**

Name of Joint Powers agreement:

Mountains Recreation and Conservation Authority Joint Exercise of Powers Agreement
 Mailing Address: **5810 Ramirez Canyon Road, Malibu, California, 90265**

Complete one or more boxes below. The agreement has been amended to

- Change the purpose of the agreement or the powers to be exercised as follows:

Change text of Sections 10.4 and 11.7 to read as follows: ~~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 to the Authority. All employees of the Authority involved in the accounting, fiscal, or financial management thereof shall be appointed by and responsible to the general Manager of the Conejo District acting in his capacity as Financial Officer of the Authority. The General Manager may delegate the appointment and day-to-day supervision of subordinate employees to the Assistant Financial Officer, who shall be appointed by the General Manager in accordance with 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. ~~11.7.~~ 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 duties as may be prescribed by the General Manager and by this agreement, this officer shall be responsible for the fiscal administration of all grants or contracts between the Authority and the Conservancy If delegated pursuant to Section 10.4, the Assistant Financial Officer shall appoint and be responsible for day-to-day supervision of all accounting, fiscal, or financial management personnel of the Authority. The General Manager of the Conejo District acting as the Financial Officer of the Authority, the Assistant Financial Officer, and all employees of the Authority involved in the accounting, fiscal, or financial management thereof, shall operate independent of, and without regard to any direction from, the Executive Officer. The General Manager of the Conejo District acting as the Financial Officer, and all employees reporting thereo have full power to exercise their independent fiduciary judgment with respect to any accounting, fiscal, or financial matter of the Authority.

July 16, 2004
 Date

Laurie C. Collins
 Signature

Laurie Collins, Chief Staff Counsel



State of California
Kevin Shelley
Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
 (Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P O Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1 00.
3. Do not include attachments

Date of filing initial notice with the Secretary of State September 18, 1985

File number of initial notice: 763

Name of Joint Powers agreement: Mountains Recreation and Conservation Authority

Mailing Address 5810 Ramirez Canyon Road, Malibu, California, 90265

Complete one or more boxes below. The agreement has been amended to:

- Change the purpose of the agreement or the powers to be exercised as follows.

Section 2.0 of the Joint Exercise of Powers Agreement ("Agreement") is hereby amended to read as follows: 2.0. The purpose of this Agreement is to establish as a local agency pursuant to applicable law 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 waterways, and the development of river parkways. Section 4.0 of the Agreement is hereby amended to read as follows: 4.0. The Authority shall have all powers common to the local agencies 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, the management and operation of such personal property, and the management, fiscal affairs, and operation of a local agency. Said common powers include, but are not limited to, all those powers specified in Government Code Section 6503.5, as the same may be amended from time to time. In addition to those powers specifically set forth herein, the Authority shall have such additional powers as apply generally to separate 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 to carry out the purposes and objectives of this Agreement. Section 4.2 of the Agreement is hereby amended to read as follows: 4.2. For the purpose of Section 6509 of the Government Code, such powers are subject to the restrictions upon the manner of exercising the powers as are imposed upon the Consejo and Rancho Simi Districts including, without limitation, the provisions of Article 6 of Chapter 4 of Division 5 (commencing with Section 5788) of the Public Resources Code, as the same may be amended from time to time, as provided in, and for the purposes of, Government Code Section 6509. Section 4.3 of the Agreement is hereby amended to read as follows: 4.3. The Authority shall have the power to finance any capital acquisition or improvement, or maintenance, servicing, and operation of any improvement, facility, park or open space land, by the use of any applicable provision of the Streets and Highways Code and the Government Code of the State of California pertaining to municipal improvements, temporary borrowing by local agencies, 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, Article 10 of Chapter 4 of Division 5 of the Public Resources Code and the California Constitution. Section 10.4 of the Agreement is amended to read as follows: 10.4. To implement this Agreement, the Conservancy and the Districts may hire employees to the Authority take any or all of the actions specified in Section 6504 of the Government Code. To achieve the purposes of this Agreement, the Authority may, from time to time, establish positions and fix the salaries of employees for the Authority. All employees of the Authority involved in the accounting, fiscal, or financial management thereof shall be appointed by and responsible to the General Manager of the Consejo District acting in his capacity as financial officer of the Authority. The General Manager may delegate the appointment and day-to-day supervision of subordinate employees to the Assistant Financial Officer, who shall be appointed by the General Manager in accordance with 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 execution thereof. Section 11.5 of the Agreement is amended to read as follows: 11.5. The General Manager of the Consejo 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 law shall be prescribed by the State Controller for special districts under Section 26809 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an Authority and its records is made by a certified public accountant, a report thereof shall be filed as a public record with the Conservancy and Districts, the Los Angeles and Ventura County Auditors, and 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 payment of a certified public accountant, shall be borne by the Authority and charged against any unencumbered funds of the Authority.

FILE NO. 1419

FILED
 in the office of the Secretary of State
 of the State of California

FEB 02 2035

Kevin Shelley
 KEVIN SHELLEY, SECRETARY OF STATE

(Office Use Only)

Dec 17 2001
 Date

Laurie C. Collins
 Signature
LAURIE C. COLLINS
 Laurie Collins, Chief Staff Counsel

**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" 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, 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 as a local agency pursuant to applicable State law 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, the management and operation of associated personal property, and the management, fiscal affairs, and operation of a local agency. Said common powers include, but are not limited to, all those powers specified in Government Code 6508, as the same may be amended from time to time. 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.

4.2. For the purpose of Section 6509 of the Government Code, such powers are subject to the restrictions upon the manner of exercising the powers as are imposed upon the Conejo and Rancho Simi Districts including, without limitation, the provisions of Article 6 of Chapter 4 of Division 5 (commencing with Section 5788) of the Public Resources Code, as the same may be amended from time to time.

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 applicable provision of the Streets and Highways Code and the Government Code of the State of California pertaining to municipal improvements, temporary borrowing by local agencies, 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, Article 10 of Chapter 4 of Division 5 of the Public Resources Code and the California Constitution.

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.

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 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 the Districts may take any or all of the actions specified in Section 6504 of the Government Code. To achieve the purposes of this Agreement, the Authority may, from time to time, establish positions and fix the salaries of employees for the Authority. All employees of the Authority involved in the accounting, fiscal, or financial management thereof shall be appointed by and

responsible to the General Manager of the Conejo District acting in his capacity as Financial Officer of the Authority. The General Manager may delegate the appointment and day-to-day supervision of subordinate employees to the Assistant Financial Officer, who shall be appointed by the General Manager in accordance with 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.

11.4. 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.

11.5. 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 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, the Los Angeles and Ventura County Auditors, 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.

11.7. 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 duties as may be prescribed by the General Manager and by this agreement, this officer shall be responsible for the fiscal administration of all grants or contracts between the Authority and the Conservancy. If delegated pursuant to Section 10.4, the Assistant Financial Officer shall appoint and be responsible for day-to-day supervision of all accounting, fiscal, or financial management personnel of the Authority. The General Manager of the Conejo District acting as the Financial Officer of the Authority, the Assistant Financial Officer, and all employees of the Authority involved in the accounting, fiscal, or financial management thereof, shall operate independent of, and without regard to any direction from, the Executive Officer. The General Manager of the Conejo District acting as the Financial Officer, and all employees

reporting thereto have full power to exercise their independent fiduciary judgment with respect to any accounting, fiscal, or financial matter of the Authority.

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 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: 

Joseph T. Edmiston, FAICP, Executive Officer

Date: November 19, 2004

CONEJO RECREATION AND PARK DISTRICT

By: 

Tex Ward, General Manager

Date: November 19, 2004

RANCHO SIMI RECREATION AND PARK DISTRICT

By: 

Larry Peterson, General Manager

Date: November 19, 2004