JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF SANTA CLARITA, THE SANTA MONICA MOUNTAINS CONSERVANCY, AND THE COUNTY OF LOS ANGELES

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE PROVISIONS OF Title 1, Division 7, Chapter 5, Article 1 of the Government Code (Section 6500 *et seq.*) 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 CITY OF SANTA CLARITA (hereinafter "The City"), a public agency duly constituted body corporate and politic of the State of California established pursuant to Government Code Section 56000 *et seq.*

THE COUNTY OF LOS ANGELES, (hereinafter "The County"), a subdivision of the State of California.

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 City of Santa Clarita 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 County 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, 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 Newhall Ranch Specific Plan adopted by the Los Angeles County Board of Supervisors on May 27, 2003 requires the formation of a joint powers authority for the management of the High Country Special Management Area within Newhall Ranch pursuant to Section 2.6.2-b; and

WHEREAS, The Westridge project approved by the Los Angeles County Board of Supervisors on May 11, 1999 requires the dedication of certain open space lots to a

joint powers authority, pursuant to Tentative Tract No. 45433 subdivision map condition of approval No. 35 (Exhibit A); and

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

NOW THEREFORE, the Conservancy, the City, and the County (collectively the parties") mutually agree as follows:

SECTION 1. TERM OF AGREEMENT

This agreement shall become effective upon the date last executed and shall terminate fifty (50) years thereafter, unless said term is otherwise modified by unanimous mutual consent of the parties hereto.

SECTION 2. PURPOSE OF AGREEMENT

2.0 The purpose of this agreement is to acquire, develop, improve, manage, and conserve park and open space lands dedicated for public purposes of passive and active recreation, wildlife habitat protection, and conservation projects, for lands set aside for public open space purposes pursuant to the County of Los Angeles Board of Supervisors approval of the Newhall Ranch project, the Westridge project, and any other land dedication from Newhall Land or its successors and to implement the terms and conditions, as applicable, set forth in the attached Exhibit A hereto.

2.1 Acquisitions may be by the way of gift, devise, transfer, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this Agreement.

2.2 An additional and integral purpose of this agreement is to provide for the utilization of any type of appropriate 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 Newhall Ranch Specific Plan, the Streets and Highways Code of the State of California, or any other applicable statutes, and consistent with the provisions of Proposition 218 adopted by the voters in 1996.

SECTION 3. CREATION OF AUTHORITY

3.0. The authority hereby created shall be a separate entity "The Newhall Ranch High Country Recreation and Conservation Authority" hereinafter referred to as "Authority." By no later than July 1, 2006, the Authority shall submit to Conservancy, the City, and the County a work program and initial budget.

SECTION 4. POWERS OF THE 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 within the Santa Clarita Valley or the jurisdictional boundaries of the City of Santa Clarita or the County of Los Angeles and adjacent lands in the County of Ventura as depicted on the attached map (Exhibit B).

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

SECTION 5. GOVERNING BOARD

5.0. The Authority shall be governed by its Governing Board which shall consist of eight (8) voting members and one (1) non-voting *ex officio* member, who shall be appointed as follows:

One (1) member shall be the Director of Parks, Recreation and Community Services Department of the City of Santa Clarita.

One (1) member shall be the City Manager of the City of Santa Clarita.

Two (2) members shall be appointed by the Conservancy.

Four (4) members shall be appointed by the County as follows:

A. The Director of the Los Angeles County Department of Parks and Recreation, or his or her designee..

B. A public member to be appointed by the County Supervisor in whose District the facility exists and who shall be a resident of Newhall Ranch after the occupancy of the 1000th unit.

C. A representative of the Center for Natural Lands Management.

D. A representative appointed by the County Supervisor in whose District the facility exists..

5.1. A non-voting *ex officio* member shall be a representative of Newhall Land or its successor while it owns property within the Newhall Ranch, thereafter the County Supervisor in whose District the facility exists shall appoint the *ex officio* member.

5.2. If the City or the Conservancy resigns from the Authority, the County shall assume the board positions of the member that resigns. If the County resigns from the Authority, the Conservancy shall appoint one member and the City shall appoint one member and the Governing Board shall have the authority to appoint the members described in subsections B and C above.

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.

SECTION 7. QUORUM AND PROCEDURE

7.0. A majority of the voting members of the Governing Board shall constitute a quorum necessary for the transaction of business. The affirmative vote of a majority of the 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

9.1. 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.

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 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.

10.3. To implement this Agreement, the Conservancy, the City, and the County may contribute their employees to the Authority to provide interim or temporary staff for the Authority; however, any such employees shall not be deemed to be employees of the Authority.

10.4. 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. 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 County, as established from time to time by the County.

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

11.2. 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, the City, and the County, which budget shall be submitted to the Conservancy, the City, and the County for approval, the time and manner as specified by the Conservancy, the City, and the County. 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.

11.3. The Treasurer and Tax Collector of the County shall be the depository and have custody of all money of the Authority from whatever source. The Treasurer so designated shall, without compensation:

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

B. Be responsible on his or her 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, the City, and to the County 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.

11.4. The Auditor Controller of the County shall perform the functions of the auditor or controller of the Authority. He or she 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, County and the City 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.

11.5. 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.

SECTION 12. BONDS

12.0. Each member of the Governing Board, the executive officer, and Treasurer and Tax Collector of the County 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 Authority deems appropriate. The bond shall be in the amount of $50,000. The premium shall be paid by the Authority.

SECTION 13. LIABILITY

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 of 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. Pursuant to Section 6508.1 of the Government Code, the City, the County, and the Conservancy agree that the Conservancy shall assume all liabilities arising out of or with respect to:

A. Any and all actions taken by Conservancy personnel, or it's designees's personnel, acting on Authority property pursuant to a reciprocal management agreement between the Conservancy, or it's designee, and the Authority.

B. Any and all property owned by the Authority which is subject to a reciprocal management agreement between the Conservancy and the Authority.

13.2. In addition the Authority may insure itself and the parties, and the officers and

employees of the parties, in a manner, form and amount appropriate and acceptable to the City, the County and the Conservancy.

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 County, subject to the approval by the County Board of Supervisors consistent with any applicable restriction. If the County is no longer a member of the Authority all real property owned by the Authority shall be conveyed to the Conservancy, unless the Authority shall determine otherwise, consistent with any applicable restriction. If the Conservancy is not able to accept the real property, then the City shall accept the real property, unless the Authority shall determine otherwise, consistent with any applicable restriction.

SECTION 15. NON-LIABILITY OF PARTIES

15.0. Except as provided in Section 13 of this Agreement, and 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 City or the County, or any of them, to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them; no debt, liability, contract, obligation, employee, or agent of the Authority or the Governing Board shall be or constitute thereby a debt, liability, contract, obligation, employee, or agent of the parties or any of them.

15.1. No action or omission of the parties or any of them shall be attributable to the Conservancy or the City or the County except as expressly provided in Section 13 of this Agreement.

15.2. The Authority may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the Authority.

SECTION 16. CONTRIBUTION OF PARTIES

16.0. Exclusive of grants which the Conservancy may award to the Authority or the City or the County from time to time, the Conservancy contribution to the Authority shall be less than the current delegation amount in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the Conservancy loaned by it to the Authority, if any. The minimum cash contribution of the City, County and Conservancy, for operation of the Authority, shall be one thousand dollars annually each or such amount as shall be

set forth in the budget of the Authority. 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 Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

SECTION 18. APPLICATION OF POWERS

18.0. Insofar as powers of the County included in this Agreement, and not to the City or 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 6508, notwithstanding the fact that they may be appointed by, or representative of, the City or Conservancy

SECTION 19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement may be amended only upon the unanimous agreement of the parties to the agreement.

SECTION 20. SUCCESSOR STATUTES

20.0. All statutes cited herein shall be deemed to include amendments and/or successor statutes to the cited statutes as they presently exist.

(Signature page follows)

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

SANTA MONICA MOUNTAINS CONSERVANCY

By: _____ Date: _____
Joseph T. Edmiston, FAICP, Executive Director

CITY OF SANTA CLARITA

Attest:

By: _____
Cameron Smyth, Mayor

_____
City Clerk

_____
Date:

COUNTY OF LOS ANGELES

By: _____ Chairman, Board of Supervisors

Attest:

Violet Varona-Lukens
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR

By: _____
Lillian D. Salinger, Senior Deputy