

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Councilmember Millhouse

DATE: January 12, 2006 (CC Meeting of 01/18/06)

SUBJECT: Consider Proposed East County Alliance with the Cities of Moorpark, Simi Valley, and Thousand Oaks to Consider Mutual Issues and Combine Efforts on Matters of Concern to the East County

DISCUSSION

The attached Draft Agreement – East County Alliance is presented to the City Council for its consideration.

RECOMMENDATION

Direct staff as deemed appropriate.

Attachment: Draft Agreement – East County Alliance

AGREEMENT

EAST COUNTY ALLIANCE

This Agreement ("Agreement") is made and entered into by and between the following public agencies (collectively "Entities"): City of Moorpark, City of Simi Valley, and City of Thousand Oaks.

WITNESSETH

The Members hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. That there is a need for area wide planning, coordination, communication, information sharing and collective legislative advocacy on issues of agreed upon importance by the Entities whose collective jurisdiction is in the eastern portion of the County of Ventura ("East County"); and

b. That the public interest requires that there is a benefit to area wide planning, communication, coordination and legislative advocacy efforts on issues of agreed upon importance and that such efforts can best be accomplished by means of a formal organization involving the active participation of the Entities; and

c. The purpose of the Alliance is not to supplant the decision making authority of each of the respective Members, but rather to facilitate the communication and channel the collective ideas and efforts of the Entities to the benefit of the East County; and

d. That the City Council of each of the Entities has independently determined that the public interest, convenience and necessity require the execution of this Agreement.

Section 2. Agreement Creation and Name of Entity. In consideration of the mutual promises and covenants contained herein, there is hereby created by agreement of the parties hereto, an East County Alliance (Alliance) with the powers and authority as hereinafter set forth.

Section 3. Purpose of Alliance. The purpose of the creation of the Alliance is to provide a vehicle for the Entities and other interested persons, public and private entities and organizations to engage in cooperative and comprehensive communication, planning and legislative advocacy to assist the Entities in the conduct of their affairs as public entities; to

serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with County, regional and area wide significance; to assemble information helpful in the consideration of issues of interest to the Members; and to explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvement in the provision of government services. The Members may enter into agreements which would benefit the Members' jurisdiction through economies of scale, maximization of local resources, commonality of interest, and attainment of common goals.

Section 4. Powers. The Alliance is not a separate legal entity from its Entities' jurisdictions and shall have no specifically granted legal authority to directly carry out the purposes of this Agreement. The powers to carry out the purposes of this Agreement, as it may be amended from time to time, resides with each Entity's governing body.

Section 5. City Entities. Designation of Regular City Members and Alternate City Members of Governing Body.

a. Members. Two persons shall be designated as members of the Alliance Board ("Regular City Members") and two persons designated as alternate members of the Alliance Board ("Alternate City Member") by the governing body of each of the Entities; and

b. Eligibility. No person shall be eligible to serve as Regular City Members, or Alternate City Members, unless that person is, at all times during the tenure of that person as a member of the Alliance, an elected member of the governing body of one of the appointing Entity. Should any person serving on the Alliance Board fail to maintain the status as required by this Section 5, that person's position on the Alliance Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5.

Section 6. Alliance Board. Functions.

a. Voting. Members of the Alliance Board shall be entitled to cast a vote on matters pending before the Alliance only if such person is physically present at the meeting of the Alliance Board.

b. Participation of Alternates. An Alternate Member may participate in the proceedings of the Alliance Board only in the absence of the Entity's Regular Member.

c. Quorum. A quorum of the Alliance Board shall consist of not less than fifty percent plus one of its total voting membership.

d. Actions. Actions taken by the Alliance Board shall be by not less than a majority vote of the total voting membership of the Alliance unless by a provision of this Agreement, the By-laws or applicable law a higher number of votes is required to carry a particular motion.

Section 7. Duties of the Governing Body. The Governing Body shall be deemed, for all purposes, the policy making body of the Alliance. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of this Agreement, the Governing Body's By-laws or orders of the Governing Body or by specific action of the Governing Body, shall be exercised by and through the Governing Body.

Section 8. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Alliance, except as may otherwise be provided in this Agreement, the By-laws or applicable law.

Section 9. Meetings of the Alliance. The Alliance shall by means of the adoption of By-laws establish the dates and times of regular meetings of the Alliance. Regular meetings shall be held not less than six times during each calendar year during the term of this Agreement. The location of each such meeting shall be as directed by the Alliance.

Section 10. Election of Chair and Chair-Elect.

a. The Chair-Elect holding office as of the last regular meeting of the Alliance for the calendar year shall be deemed elected to the position of Chair of the Alliance and shall serve as Chair for a term of one year commencing January 1 of the succeeding calendar year. The Chair-Elect shall be elected at the last regular meeting of the Alliance for the calendar year and shall serve as Chair-Elect for a term of one year commencing January 1 of the succeeding calendar year. Only members of the governing body of the Entity are eligible to hold the positions of Chair and Chair-Elect. The Alliance, by majority vote, may change the date for the election of the Chair-Elect and any such change shall only be applicable to the election specified by the Alliance.

b. If there is a vacancy for any reason in the position of Chair or Chair-Elect, the Alliance shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

c. The Chair shall be the chairperson of the Alliance and shall conduct all meetings and perform such other duties and functions as required of such person by this Agreement, the By-laws or other applicable law. The Chair-Elect shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement and the By-laws.

Section 11. Designation of Secretary. The City Manager, or his or her designee, of the City whose member is serving as Chair for that calendar year shall serve as Secretary of the Alliance and provide such staff support including recordkeeping and document retention and storage as required by this Agreement, Alliance By-laws, and applicable laws.

Section 12. Term. The Alliance created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than two-thirds (2/3) of the total voting members.

Section 13. Application of Laws to Alliance Functions. The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950 et seq., of the Governing Code).

Section 14. Alliance Membership.

a. Withdrawal. An Entity may withdraw from this Alliance by filing its written notice of withdrawal with the Chair, not less than 60 days before the end of any fiscal year occurring during the term of this Agreement. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of the fiscal year during which the timely notice of withdrawal was given. The withdrawal of an Entity shall not, in any way discharge, impair or modify the obligations of the withdrawing Entity, in existence as of the effective date of its withdrawal.

b. Additional Members. Additional public entities may be admitted as a member of the Alliance upon an affirmative vote of not less than two-thirds (2/3) of the total voting members of the Board, provided that such a proposed additional member is a public entity whose jurisdiction lies within, and/or immediately adjacent to, the boundaries of the East County. Admission to membership shall be subject to such terms and conditions as the Alliance may deem appropriate.

c. Alternate Method of Withdrawal. Notwithstanding any other provision of this Agreement to the contrary, any Entity may withdraw from the Alliance at any time provided that not less than two-thirds (2/3) of the members approve such withdrawal. No such withdrawal shall be effective unless and until the proposed

withdrawing Entity has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all of the resolutions duly adopted by the legislative bodies of each Entity as proving such withdrawal, are filed with the Alliance Secretary.

Section 15. Dues and Collection and Expenditure of Funds. The Alliance shall not collect dues or collect or expend funds except as provided for in the By-laws of the Alliance or as may be approved by 2/3 plus 1 (one) vote of all eligible members of the Alliance Board.

Section 16. Amendment. This Agreement may be amended at any time with the consent of all of the Members.

Section 17. Entire Agreement. This Agreement embodies the entire understanding among the Members with respect to the matters addressed herein and supercedes all prior agreements, understanding and negotiations, whether written or oral.

Section 18. Headings. The section and subsection headings of this Agreement are for reference purposes only and are not intended to modify the meaning of the text of the section or subsection.

Section 19. Effective Date. The effective date of this Agreement shall be _____, 2003.

That the Members have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF MOORPARK

Mayor

ATTEST:

City Clerk

CITY OF SIMI VALLEY

Mayor

ATTEST:

City Clerk

DRAFT

CITY OF THOUSAND OAKS

Mayor

ATTEST:

City Clerk