

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R Riley, Assistant City Manager 

DATE: June 4, 2014 (CC Meeting of 06/18/14)

SUBJECT: Consider Proposed Conceptual Joint Exercise of Powers Agreement (JPA) Between the Mountains Recreation and Conservation Authority and the City of Moorpark.

BACKGROUND

On December 1, 2010 The City of Moorpark authorized the purchase APN 519-0-210-055, an 80-Acre parcel of vacant property located south of Tierra Rejada Road and west of Moorpark Road (Property). The purchase price was \$1.8 million. On January 19, 2011, an Agreement for Purchase and Sale of the property was authorized and the Property is now owned by the City of Moorpark.

California Law provides that property owned by a City that is located outside its corporate limits is subject to the assessment of property taxes. The tax assessment for this parcel is currently \$21,048 annually.

DISCUSSION

City Staff has been conferring with the Mountains Recreation and Conservation Authority (MRCA) about the possibility for the City, through a Joint Powers Agreement creating the Moorpark Watershed Recreation and Conservation Authority (MWRCA) or other method, to deed the property to the MRCA so that the property would be exempt from property tax assessments. The provisions of such an agreement would allow the City to retain land use and management decision-making power and other limited activities via a four-member MWRCA Board with two members representing the City of Moorpark. There would also be provisions for the property ownership to be returned to the City upon request in the event this becomes necessary or desirable. The JPA would also help facilitate improvements to the property for watershed and open space purposes.

Staff has prepared a Draft Joint Exercise of Powers Agreement (JPA) for future consideration should the City Council decide to proceed. (Copy Attached)

FISCAL IMPACT

This action would relieve the City of the annual property tax burden of \$21,048. While the directors and staff of the MWMRCA would act without compensation, there may be, from time to time, other administrative expenses incurred. Further details about the MWMRCA's administration will be provided as part of the agreement.

STAFF RECOMMENDATION

Approve JPA in concept and direct staff to return with a formal document.

ATTACHMENT: Draft Joint Exercise of Powers Agreement

DRAFT

Moorpark Watershed Recreation and Conservation Authority Joint Exercise of Powers Agreement

THIS AGREEMENT made and effective as of this ___ day of _____, 2014 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 MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (hereinafter the "MRCA"), a local public agency exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation & Park District, and the Rancho Simi Recreation & Park District pursuant to Section 6500 et seq. of the Government Code;

THE CITY OF MOORPARK (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.

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.

SECTION 2. PURPOSE OF AGREEMENT

2.0 The purpose of this agreement is to acquire, maintain, manage and conserve additional park and open space lands and may include watershed protection and restoration purposes.

SECTION 3. CREATION OF AUTHORITY

3.0 The authority hereby created shall be a separate entity, "The Moorpark Watershed Recreation and Conservation Authority" hereinafter referred to as "Authority." By no later than _____, 20____, the Authority shall submit to both Conservancy and the City a work program and its initial budget.

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 related 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 jurisdictional boundaries of the City of Moorpark and its area of interest as identified in the Ventura Local Agency Formation Commission (LAFCO) Guidelines for Orderly Development.

4.2 Such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the City, 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 four (4) members who shall be appointed as follows:

One (1) member shall be the Director of Parks, Recreation and Community Services Department, or similarly titled position, of the City of Moorpark.

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

Two (2) members shall be appointed by the MRCA Governing Board.

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 City.

SECTION 7. QUORUM AND PROCEDURE

7.0 Three (3) members of the Governing Board shall constitute a quorum necessary for the transaction of business. Three (3) affirmative votes 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. A reasonable allowance or reimbursement for attendance at meetings of the Governing Board and other conservancy business, as determined by the City for its members and by the MRCA for its members of the Authority, 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.

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

10.2 The Finance Director of the City 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 MRCA 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 MRCA and the City may loan employees to the Authority. To achieve the purposes of this Agreement, the Authority may, from time to time, establish positions and fix the salaries of employees of the Authority. 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 City, as established from time to time by the City.

11.1 To the extent funds are legally available therefore, the MRCA and the City 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 MRCA and the City, which budget shall be submitted to the MRCA and the City for approval, the time and manner as specified by the MRCA and the City. 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 Finance Director of the City 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 City 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 MRCA and City 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 Finance Director of the City shall perform the functions of the auditor or controller of the Authority. He shall either make or contract with a certified public account 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 public record with the MRCA 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 financial officer shall file an official bond with the MRCA. When deemed appropriate by the MRCA, 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 action 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. Pursuant to Sections 6508.1 of the Government Code, the City and the MRCA agree that the MRCA shall assume all liabilities arising out of or with respect to:

A. Any and all actions taken by Authority personnel acting on MRCA property pursuant to a reciprocal management agreement between the MRCA and the Authority.

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

13.1 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 and the MRCA.

SECTION 14. DISPOSITION OF PROPERTY AND FUNDS

14.0 Upon termination of this Agreement, the Authority forthwith shall conclude 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 City, unless the Authority shall determine otherwise.

SECTION 15. NON-LIABILITY OF PARTIES

15.0 Except as provided in Section 13 of this Agreement, neither the Authority nor the Governing Board shall have the power or authority to bind the MRCA or the City, 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 MRCA or the City 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 MRCA

16.0 Exclusive of grants which the MRCA may award to the Authority or the City from time to time, the MRCA contribution to the Authority shall be less than \$10,000 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 MRCA loaned by it to the Authority, if any. The contribution, if any to the MRCA shall be less than \$10,000 in any fiscal year. 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 City included in this Agreement, and not to the MRCA, 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 MRCA.

SECTION 19. OWNERSHIP AND DISPOSITION OF REAL PROPERTY

19.0 Real property currently owned by City or in future purchased exclusively with City funds, including any grant or donated funds, may be transferred by City to Authority as of the date the Authority is established. Any real property so transferred shall be transferred back to City ownership upon sixty (60) days written request by City to Authority. City shall bear all reasonable costs to effectuate such transfers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written by their duly authorized representative.

**MOUNTAINS RECREATION AND CONSERVATION
AUTHORITY**

By: _____

CITY OF MOORPARK

By: _____

Attest:

Maureen Benson, City Clerk