

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
LAS VIRGENES MALIBU CONEJO COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

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

- A. Historically, the Las Virgenes Malibu Conejo Council, an informal association of elected officials and city managers of the Members, has played a valuable role in serving as a forum for the exchange of ideas and information among its member cities; however, the growing need for the cities in Las Virgenes Malibu Conejo area of Los Angeles County to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure;
- B. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a council of governments;
- C. The public interest requires that an agency explore areas of intergovernmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;
- D. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues, if any);
- E. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;
- F. Each Member, by and through its legislative body, has determined that a subregional organization to assist in planning and voluntary coordination among the

cities in Las Virgenes Malibu Conejo area of Los Angeles County is required in furtherance of the public interest, necessity and convenience; and

G. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Las Virgenes Malibu Conejo Council of Governments ("LVMGCOG").

Section 4. Purpose and Powers of the LVMGCOG.

A. Purpose of LVMGCOG. The purpose of the creation of the LVMGCOG is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. It is the clear intent among the Members that the LVMGCOG shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the LVMGCOG is one of voluntary cooperation among cities for the collective benefit of cities in the Las Virgenes Malibu Conejo area of Los Angeles County.

B. Common Powers. The LVMGCOG shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Las Virgenes Malibu Conejo Council of Governments at the regional, state and federal levels on issues of importance to the Las Virgenes Malibu Conejo area of Los Angeles County;
- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;
- (3) Assemble information helpful in the consideration of problems peculiar to the Members;
- (4) Utilize Member resources or presently existing public and public/private groups to carry out its programs and projects;

- (5) Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;
- (6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities in the Las Virgenes Malibu Conejo area of Los Angeles County as they work toward achieving planning goals;
- (7) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
- (8) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;
- (9) Employ agents, officers and employees;
- (10) Apply for, receive and administer a grant or grants under any federal, state, or regional programs;
- (11) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- (12) Acquire, construct, lease, manage, maintain, own and operate any buildings, works, or improvements;
- (13) Incur debts, liabilities and obligations;
- (14) Sue and be sued; and
- (15) Delegate power to the Executive Director, except as otherwise provided in this Agreement.

C. Exercise of Powers. The LVMCOG shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. In accordance with Government Code Section 6509, the powers of the LVMCOG shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 et seq., as that Act now exists and may hereafter be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Calabasas, a general law city, in the exercise of similar powers.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for the LVMCOG ("Governing Board") to conduct the affairs of the LVMCOG. The Governing Board shall be constituted as follows:

A. **Designation of Governing Board Representatives.** One council member shall be designated as a representative of the Governing Board by the city council of each of the Members ("Governing Board Representative").

B. **Designation of Alternate Governing Board Representatives.** One person shall be designated as an alternate representative of the Governing Board by the legislative body of each of the Members ("Alternate Governing Board Representative") to serve in the absence of the Governing Board Representative.

C. **Eligibility.** No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

D. **Compensation.** Governing Board Representatives and Governing Board Representative Alternates shall receive no compensation but may be reimbursed for expenses necessarily and reasonably incurred in connection with their service on the LVMGCOG.

Section 6. Use of Public Funds and Property. The LVMGCOG shall be empowered to utilize for its purposes, public and private funds, property and other resources received from the Members and from other sources. Subject to the approval of the Governing Board of the LVMGCOG, the Members shall participate in the funding of the LVMGCOG in such a manner as the Governing Board shall prescribe, subject to the provisions of Section 24 of this Agreement. Where applicable, the Governing Board of the LVMGCOG may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the LVMGCOG's activities.

Section 7. Functioning of Governing Board.

A. **Voting and Participation.** Each Member may cast only one vote for each issue before the Governing Board through its representatives. An Alternate Governing Board Representative may ~~participate or vote~~ participate in the proceedings of the Governing Board only in the absence of that Member's Governing Board Representative. Governing Board Representatives and Alternate Governing Board Representatives seated on the Governing Board shall be entitled to participate and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative or Alternate Governing Board

Representative represents has timely and fully paid dues as required by this Agreement and the Bylaws.

- B. **Proxy Voting.** No absentee ballot or proxy shall be permitted.
- C. **Quorum.** A quorum of the Governing Board shall consist of a majority of its total voting membership.
- D. **Committees.** As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committee by the Governing Board. All committees shall have a stated purpose before they are formed and shall remain in existence until they are dissolved by the Governing Board. Persons shall be appointed to such committees by the Governing Board and each such appointee shall serve at the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and other persons.
- E. **Actions.** Actions taken by the Governing Board shall be by a majority of the voting representatives of the Governing Board which are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the LVMGCOG. All of the powers of the LVMGCOG, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of the President and Vice President. The President shall be the chairperson of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice President shall serve as President in the absence of the President and shall perform such duties as may be required by provisions of applicable

law, this Agreement, the Bylaws, or by the direction of the Governing Board or the President.

~~At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of President by the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice President of the Governing Board. The terms of office of the President and Vice President elected at the first regular meeting of the Governing Board shall continue through the first July 1 of their terms and expire on the second July 1, and elections to determine their successors shall not be held until the first regular meeting of the May preceding the second July 1. Thereafter, a~~ Governing Board Representative shall be elected annually to the position of President, and a different Governing Board Representative shall be elected to the position of Vice President of the Governing Board at the first regular meeting of the Governing Board held in ~~May~~January of each calendar year. The terms of office of the President and Vice President shall commence immediately following the election~~the July 1 of that calendar year and expire on the immediately following the elections which are conducted at the first regular meeting of the Governing Board held in July 1.~~ immediately following the elections which are conducted at the first regular meeting of the Governing Board held in January of the following calendar year.

If there is a vacancy, for any reason, in the position of President or Vice President, the Governing Board shall forthwith conduct an election and fill the vacancy for the unexpired term of such prior incumbent. The President and Vice President shall serve at the pleasure of the Governing Board.

Section 12. Executive Director. The Governing Board may appoint by a majority vote of the total voting membership a person to be Executive Director on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall not be a Governing Board Representative, an Alternate Governing Board Representative, or an elected or appointed official of any Member. The Executive Director shall be the chief administrative officer of the LVMCCOG. The Executive Director shall receive such compensation as may be fixed by the Governing Board. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a majority of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the LVMCCOG and a qualified person to act as the Auditor of the LVMCCOG. If the Governing Board so designates and, in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the LVMCCOG. The compensation, if any, of a person or persons holding the offices of Treasurer and Auditor shall be set by the Governing Board.

Section 14. Duties of Treasurer and Auditor. The Treasurer shall have charge of the depositing and custody of all funds held by the LVMGCOG. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the LVMGCOG.

Section 16. Obligations of LVMGCOG. The debts, liabilities and obligations of the LVMGCOG shall be the debts, liabilities or obligations of the LVMGCOG alone. No Member of the LVMGCOG shall be responsible, directly or indirectly, for any obligation, debt or liability of the LVMGCOG, whatsoever.

Section 17. Control and Investment of LVMGCOG Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the LVMGCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the LVMGCOG in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 19. Term. The LVMGCOG 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 a majority of the then total voting membership of the Governing Board.

Section 20. Application of Laws to LVMGCOG Funds. The LVMGCOG 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 Government Code.)

Section 21. Members.

- A. Withdrawal.** A Member may withdraw from the LVMGCOG by filing its written notice of withdrawal with the President of the Governing Board 60 days before the actual withdrawal. Such withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligation of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a

Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the LVMGCOG, until the effective date of termination of this Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the LVMGCOG.

B. Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the LVMGCOG. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

C. Admitting New Members. New Members may be admitted to the LVMGCOG upon an affirmative vote of a majority of the total voting membership of the Governing Board provided that such a proposed new Member is a city or other public agency whose jurisdiction, or part thereof, lies within or immediately adjacent to, the Las Virgenes Malibu Conejo area of Los Angeles County. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the LVMGCOG.

Section 23. Dues of Members. The Members of the LVMGCOG shall be responsible for the payment to the LVMGCOG, annually, of dues, if any, in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the LVMGCOG, as provided in the Bylaws.

Section 24. Disposition of Assets. Upon the winding up and dissolution of the LVMGCOG, after paying or adequately providing for the debts and obligations of the LVMGCOG, the remaining assets of the LVMGCOG shall be distributed to the parties to this Agreement in proportion to their contributions to the LVMGCOG during its existence, pursuant to Government Code Section 6512.

Section 25. Amendment. This Agreement may be amended at any time with the consent of a majority of the then members by a majority vote of the legislative body of each Member.

Section 26. Effective Date. The effective date ("Effective Date") of this Agreement shall be October 1, 1998, if all of the Members adopt and sign this Agreement by a majority vote of the legislative body of each Member. If any of the Members have not

signed this Agreement by October 1, 1998, then the Effective Date of this Agreement shall be the date by which all of the Members adopt and sign this Agreement.

The Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

DATED: _____

CITY OF: _____

MAYOR: _____

ATTEST: _____

CITY CLERK

EXHIBIT A
MEMBERS

City of Agoura Hills
~~30101 Agoura Court~~
~~Suite 102~~
30001 Ladyface Court
Agoura Hills, California 91301
Attention: ~~David Adams~~Greg Ramirez
City Manager

City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, California 91302
Attention: ~~Charlie L. Paglia~~Kerry Kallman
City Manager

City of Calabasas
~~26135 Mureau Road~~
100 Civic Center Way
Calabasas, California 91302
Attention: ~~Charles Cate~~Raymond Taylor
Interim City Manager

City of Malibu
~~2355 Civic Center Way~~
23825 Stuart Ranch Road
Malibu, California 90265
Attention: ~~Harry Peacock~~Reva Feldman
City Manager

City of Westlake Village
~~4373 Park Terrace Drive~~
31200 Oak Crest Drive
Westlake Village, California 91361
Attention: ~~Raymond Taylor~~Rob de Geus
City Manager