

FIRE HOUSE COMMUNITY PARK AGENCY  
JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of January, 1984, by and between BOLINAS-STINSON UNION SCHOOL DISTRICT, hereinafter referred to as "School", and the BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT, hereinafter referred to as "District".

W I T N E S S E T H:

WHEREAS, School and District are public entities of the State of California authorized under California law to provide recreational facilities; and

WHEREAS, District is the owner in fee of a 12-acre parcel which the governing boards of School and District have determined to be an ideal site for the provision of community recreation, said site being located near the Bolinas Fire Protection District Fire House which parcel is described in Exhibit A, attached hereto and by this reference incorporated herein, and depicted on Exhibit B, attached hereto and by this reference incorporated herein, hereinafter referred to as "Parcel"; and

WHEREAS, Chapter 5 of Division 7 of Title I of the California Government Code (commencing with Section 6500) authorizes this Agreement for the provision of recreational opportunities to the taxpayers and residents of Area and to the students of School and their families;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. There is hereby created a public agency to be known as the Fire House Community Park Agency, hereinafter called "Agency". The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I, of the California Government Code relating to the joint exercise of powers common to public agencies, and for the purposes of this

Agreement Agency is a public entity separate from the parties hereto. For purposes of this Agreement Agency's boundaries shall be the same as the Bolinas Planning District; i.e., the Bolinas Fire Protection District, and shall be referred to as "Area".

2. The purpose of this Agreement is to create an agency which entity will have the power to plan, acquire, construct, maintain and operate facilities for either joint or sole use for the provision of recreational opportunities for the benefit of taxpayers and residents within the Area and students of School and their families.

School and District, by execution of this Agreement, authorize Agency to design, raise funds, construct, operate and maintain recreational facilities on Parcel, subject to the provisions of this Agreement.

3. This Agreement shall become effective when representatives of both School and District have executed it and shall continue in full force and effect until terminated by an agreement executed by both parties or until January 1, 2024, whichever is earlier, provided, however, this Agreement may be renewed or modified by mutual agreement.

4. Agency shall have the power and authorization to plan, acquire and raise funds for recreational facilities on Parcel. Upon approval of construction plans for Parcel at an advisory poll to be conducted within the boundaries of Area, Agency shall have the power and authorization to construct, maintain and operate recreational facilities on Parcel.

5. School and District hereby relinquish to, and Agency will assume for the benefit of, the residents and taxpayers of Area and students of School responsibility for all functions pertaining to the provision of recreation on Parcel. Agency may enter into contracts to perform any or all functions and powers necessary to provide recreational facilities on Parcel.

6. Agency is hereby authorized in its own name to do all acts necessary for the exercise of said powers as described in the preceding paragraph, including but not limited to any of the

following: to make and enter into contracts; apply for and accept grants, advances and contributions; to employ agents and employees; to acquire, construct, manage, maintain and operate any buildings, works or improvements; to acquire, hold or dispose of property; to sue and be sued in its own name; to incur debts, liabilities, or obligations; to issue bonds, notes, warrants, and other evidences of indebtedness; to finance costs and expenses incidental to the projects of Agency; and, to exercise jointly the common powers of the parties hereto set forth above. No such debts, liability or obligation of Agency shall constitute a debt, liability or obligation of District or School. Agency shall have the power of eminent domain and the power to levy ad valorem property taxes.

Agency is hereby authorized in its own name, or on behalf of School or District, to accept grants from any source, including the Federal and State governments for improvements necessary on Parcel.

7. Agency shall be governed by a commission which commission shall, on behalf of Agency, adopt a budget annually, both for capital outlay and maintenance and operation; make all contracts for Agency; establish user charges, grant easements, licenses or permits for the use of any property of Agency; approve demands for payment by Agency; employ personnel; contract for services as necessary; and, take such other actions as are necessary or convenient to carry out the purposes and intents of this Agreement.

8. The commission shall consist of five (5) commissioners. Two commissioners shall be appointed by District, one for a term of two (2) years, one for a term of four (4) years; two appointed by School, one for a term of two (2) years, one for a term of four (4) years; and a fifth to be appointed by District and School jointly for a term of two (2) years.

Not more than one commissioner may be an elected official of the governing body of School or District. The Commissioners shall be residents of School or District; not more than

one commissioner may be an elected official of the governing body of Area School or District. After the facilities have been constructed and are open for use the Commissioners shall be elected by the residents of Area. Commissioners appointed solely or jointly by the District may be removed at the pleasure of that authority appointing such person or persons. The Commission shall annually choose commissioners to serve as chairman, vice-chairman and secretary.

The commission may appoint a manager who shall perform such duties as may be imposed by the commission and who shall report to the commission in accordance with such rules and regulations as it may adopt.

The chairman of the commission shall sign all contracts on behalf of Agency and perform such other duties as may be imposed by it. The vice-chairman shall act in the absence of the chairman, and the secretary shall countersign all contracts on behalf of Agency and perform such other duties as may be imposed by the commission, including but not limited to keeping the minutes of the meetings and causing a copy of the minutes to be forwarded to each of the commissioners and to the governing boards of School and District.

The commission shall appoint a treasurer who need not be a member of the commission but who shall have the duties and obligations set forth in Section 6505.5 of the Government Code and shall have the duties of accountability and requirements for audit prescribed by the State Controller for special districts under Section 26909 of the Government Code.

9. Each commissioner shall be empowered to cast one vote on each measure. Three commissioners shall constitute a quorum, and three affirmative votes are required for passage of any measure except that approving the dissolution of Agency shall require the affirmative vote of four commissioners for passage.

10. The duties of the commission shall be:

a. To make all policy decisions and exercise all the powers of Agency.

b. To submit full and regular reports to School and District.

c. To adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

d. To compensate its commissioners in accordance with such rules and regulations as it may, from time to time, adopt.

11. Regular meetings of the commission shall be held at such times and places as shall be established by the commission by resolution. All such meetings, including regular, adjourned or special meetings, shall be called, noticed and held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 through 54960 of the Government Code of the State of California.

12. There shall be strict accountability of all funds and a report of all receipts and disbursements of Agency. The commission shall cause annual audits of the accounts and records of Agency to be prepared and the fiscal year shall be as the Commission shall establish. Records of the establishment and maintenance of all necessary funds and accounts shall be open to inspection at all reasonable times by each of the designees of District, School and the general public.

13. Agency may require that officers or persons who have charge of, handle, or have any access to any property of Agency may be required to file an official bond with Agency in such a manner as may be established by the commission. The premium on any such bond or bonds shall be an appropriate expense of the Agency. Any payment to the Treasurer required in the operation of Agency as provided in this Agreement shall be an appropriate charge against Agency.

14. Agency shall have the power and authority to issue and sell revenue bonds in accordance with Article 2, Chapter 5, Division 7, Title I, Chapter 6, Division 2, Title V, of the Government Code, and such other relevant provisions of law as may now or hereafter be applicable.

15. For purposes of referendum and vote on an Agency-wide basis, the boundaries of Agency shall be as defined in Paragraph

1 above. Under applicable law Agency may form improvement districts. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the California Elections Code. Agency shall have and exercise all powers conferred on local agencies by the provisions of law with respect to such revenue bonds.

Revenues required to provide monies for bond interest and redemption of other bond funds in connection with revenue bonds issued by Agency shall be derived from user fees and service charges, which charges shall be determined by the commissioners.

16. An operating fund shall be established and maintained which shall be used to pay all administrative and incidental expenses incurred by Agency, together with all costs of maintenance and operation arising from the operation of recreational facilities on Parcel.

17. Each of the parties hereto acknowledge the contribution and adequacy of each of the other parties hereto by reason of District allowing the use of Parcel in such form and at such time as it may hereafter agree to with Agency, and School's allowance of the use of its water meter to Parcel in such form and at such time as it may hereafter agree to with Agency.

Agency is empowered to charge appropriate user fees and/or an assessment on each parcel of property within the boundaries of Area.

18. A construction fund shall be established and maintained which shall be used to pay costs of construction and other incidental expenses for facilities on Parcel, if said construction is approved in an advisory poll as hereinabove described.

19. Upon the effective date of this Agreement Agency shall own entirely all facilities financed by Agency funds and shall have the sole right and control over the disposition and expenditure of said funds except as otherwise provided herein.

20. Agency shall indemnify, defend and hold School and District, their officers and employees, harmless from any claim or liability arising out of or relating to the functioning of Agency

pursuant to this Agreement. Agency shall maintain a comprehensive policy of liability insurance in sufficient amounts as determined by the commission, including but not limited to breach of contract, personal injuries and property damage naming School, District, their officers and employees as additional insureds.

School and District individually shall indemnify, defend and hold Agency and one another harmless from any liability arising out of or relating to School or District's actions pursuant to this Agreement. School and District shall maintain liability insurance in sufficient amounts as determined by the commission for personal injuries and property damage, naming Agency, its officers and employees, as additional insureds.

21. If a dispute arises as to the construction, interpretation or implementation of any provision of this Agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purpose an agreed arbitrator shall be selected by all commissioners, or in the absence of agreement the commission by majority vote shall select an arbitrator and the commissioner or commissioners in dissent shall select an arbitrator. The two arbitrators so selected shall select a third arbitrator. The arbitrator or three arbitrators acting as a panel shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure.

22. Upon affirmative vote of the commission in favor of such proposition a School or District may withdraw from Agency, which withdrawal shall have effect of dissolution of said Agency. Upon dissolution of Agency funds and property shall be distributed as follows:

- a. Discharge of any liabilities shown on the books of the Agency;
- b. Any remaining assets to be divided according to the amount of contribution by School and District.

The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to School and District provided, however, that all facilities and rights and facilities assigned or transferred by School or District to Agency shall be reconveyed to said School or District free and clear of all encumbrances and liens of any kind not in existence at the time of conveyance to Agency. Upon dissolution of Agency the responsibility of School or District to contribute to the discharge of enforceable liabilities incurred by Agency shall be limited to the proportion that the contributions made by School or District bears to the total contributions made to Agency from the effective date of this Agreement to the date of dissolution.

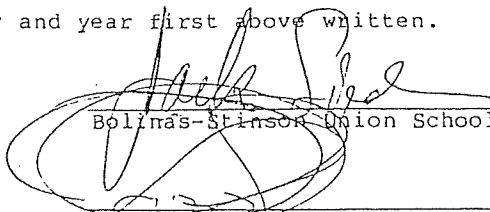
23. This Agreement is made in the State of California and is to be governed by the laws of said State.


To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that the commission may, from time to time, implement and adopt rules and regulations to further define the rights and obligations of School, District and Agency to carry out the purposes of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors.

24. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement the day and year first above written.

  
Bolinas-Stinson Union School District

  
Bolinas Community Public Utility  
District