Attachment A

JOINT POWERS AGREEMENT

BETWEEN THE CITY OF MOORPARK

AND THE COUNTY OF VENTURA

Providing for the Funding, Improvement and Maintenance of a Park/Buffer Zone between Tracts 4341, 4340 and 4342 of Mountain Meadows and the Unincorporated Community of Home Acres

THIS AGREEMENT is made and entered in the City of Moorpark on this 6 day of Dec 1989, by and between the City of Moorpark, a municipal corporation, hereinafter referred to as "City" and the County of Ventura, a political subdivision of the State of California, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, each of the parties of this Agreement is a "public agency" as that term is defined in California Government Code, Section 6500; and

WHEREAS, both City and County have the power, authority and expertise to regulate the use of land, including open space, by various controls such as planning, zoning, building, subdivision, and environmental regulations; and

WHEREAS, both City and County pursuant to Title 1, Division 7, Chapter 12, of the California Government Code have the authority to maintain land areas for public use and enjoyment; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, 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, Condition 17A of Tract 4341 of the Mountain Meadows development known as PC 832 stipulates that the developer shall offer for dedication to the City that area shown as lots 62 through 70 for the September 28, 1987 Vested Tentative Tract Map 4341 for the purpose of providing a park/ buffer zone between Tracts 4341, 4340 and 4342 and the community of Home Acres; and

WHEREAS, City and County find and determine that it would be to their mutual advantage and the public benefit to coordinate their power, authority and expertise, and to cooperate in the funding, improvement, and maintenance of a park/buffer zone between Tracts 4341, 4340 and 4342 of Mountain Meadows and the unincorporated community of Home Acres, herein after referred to as the "Park"; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this agreement shall be from the date this agreement is made and entered, as first written above, and shall continue in full force and effect until such time as both parties mutually consent to its termination.

2. ADMINISTRATION

a. The City shall administer the terms of this Agreement and the Assessment District and the costs thereof shall be included in the annual assessments. All contacts and daily affairs shall be delegated to and handled by the City Manager for the City.

b. City and County shall, pursuant to the provisions of the Landscaping and Lighting Act of 1972 found at Streets and Highways Code Section 22500 et. seq., 22506 and Streets and Highways Code Section 5115 et. seq., initiate the formation of an Assessment District to provide for the funding, improvement and maintenance of the "Park". Pursuant to condition 17A, Tract 4341, the assessments levied by said District shall be borne one half by the property owners of the unincorporated community of Home Acres and the other half by the property owners of Tracts 4341, 4340 and 4342. (See Exhibit A attached hereto.) The City, as the administrative agency of the Assessment District, shall not authorize the selling of bonds to finance improvements within the "Park". Such improvements shall be financed solely through the accumulation of assessment funds over time. Moreover, the City, as the administrative agency of the Assessment District, shall not authorize any improvements within the "Park" which could increase the liability to the Assessment District, unless those improvements are approved by a four-fifths vote of the Community Park Joint Development Coordinating Committee, discussed below in parapgraph 2.c."

c. The parties shall form a Community Park Joint Development Coordinating Committee which shall consist of two representatives of the City of Moorpark selected by the Council, the County Supervisor from the Fourth District or his representative, and one member from the Homeowners Association for Mountain Meadows selected by the Association, and one member from the Home Acres Neighborhood Council selected by the Neighborhood Council. It shall be the function of this Committee to advise the City, the County, the Association and the Neighborhood Council (the four agencies) on any matters associated with the funding, improvement, or maintenance of the "Park" and to assist in the coordination of the efforts of the four agencies as they relate to the "Park". The Committee shall meet on an as-needed basis but no less frequently than once per year and shall report to the four agencies on the status of the project, make appropriate recommendations relative to it, and submit requests for specific actions necessary to the project. In addition, the Committee shall accept for due consideration, recommendations from the four agencies as to how the "Park" should be developed.

d. The County, as distinguished from the property owners within the unincorporated community of Home Acres, shall not be responsible or liable for any of the costs of funding, improving or maintaining the "Park", including the costs of compensation for damages to persons or property, injured or damaged, as a result of some condition, action or non-action at the "Park".

3. AMENDMENTS. Any amendment, modification or variation from the terms of this agreement shall be in writing and shall be effective only upon approval by the Council of the City and the Board of Supervisors of the County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

City of Moorpark

Paul W Lawrson

Mayor



County of Ventura

Susan K. Lacey

Chair, Board of Supervisors