

AGREEMENT

LAGUNA GRANDE REGIONAL PARK

JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND JURISDICTION

SECTION 1. CREATION OF AGENCY:

Pursuant to Government Code Sections 6500 et seq. and subject to the terms, conditions and limitations contained in this Agreement, the CITIES OF MONTEREY and SEASIDE and the MONTEREY PENINSULA REGIONAL PARK DISTRICT hereby establish and create the LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY.

SECTION 2. PURPOSE:

The purpose of the Agency is to exercise the powers common to the parties hereto and coordinate the development and maintenance of LAGUNA GRANDE REGIONAL PARK for the use and benefit of the citizens of the Monterey Peninsula.

SECTION 3. PUBLIC AGENCY:

The Agency is a public agency, separate and distinct from the member agencies and any obligations, actions or liabilities shall be construed as those of the member agencies. It shall have the right to sue and be sued, contract, expend funds, and have all other rights, duties and powers to carry out its purposes except as said powers are specifically limited by this Agreement.

SECTION 4. ADOPTION OF THE GENERAL CONCEPTUAL PLAN AND AN AREA OF RESPONSIBILITIES MAP:

The General Conceptual Plan for LAGUNA GRANDE REGIONAL PARK, dated December 1, 1975, is hereby adopted as the general guidelines for the acquisition of lands and the development of said lands within the Park boundaries. The Areas of Responsibilities Map dated October 31, 1975, is hereby adopted as the Areas of Responsibilities

Map. Any changes or modifications of the General Conceptual Plan and Area of Responsibilities Map shall be unanimously agreed upon by the members of the Agency.

SECTION 5. DUTIES AND JURISDICTION OF MEMBER AGENCIES:

It is acknowledged that as set forth below, the members will assume responsibility for the Regional Park and seek to accomplish the long-term objectives of the adopted General Conceptual Plan. Each, therefore, agrees to use its best efforts to accomplish the following:

(a) The CITY OF MONTEREY shall acquire, develop, and maintain for Park purposes, those land areas as are indicated on the adopted General Conceptual Plan and Area of Responsibilities Map.

(b) The CITY OF SEASIDE shall acquire, develop, and maintain for Park purposes, those land areas as are indicated on the adopted General Conceptual Plan and Area of Responsibilities Map.

(c) The MONTEREY PENINSULA REGIONAL PARK DISTRICT. It is the general policy of the Board of Directors of the District to acquire or participate in the acquisition of park and open space lands for the use and enjoyment of the public and not to become substantially involved in the maintenance, operation, or capital development of active recreational areas.

Therefore, while the District shall acquire those water and land areas as are indicated on the attached Regional Park Purchase Map, the operation, maintenance, and development of these areas will rest with the Cities and the Agency.

Said District shall convey or transfer sufficient rights in said land areas to the Cities in accordance with the adopted General Conceptual Plan and Area of Responsibilities Map, said land areas to be maintained and developed by each respective City pursuant to the adopted General Conceptual Plan. The Agency shall be responsible for

the operation and maintenance of the water area and shall further develop a plan for the operation, maintenance and any necessary modification of the water area. The form of all conveyances or transfers shall be mutually agreeable to the District, the respective Cities, and the State of California.

The purpose of this Section is to establish the primary responsibility for the acquisition, development, and maintenance of the Regional Park. Nothing in this Section shall prohibit the Agency, or any of the members, singly or jointly, from voluntarily expending any funds available to it in areas outside its area of primary responsibility.

SECTION 6. FEDERAL AND STATE FUNDS AND GRANTS:

The Agency may make application for, receive, and expend State and Federal funds, provided that any matching requirements, any future financial obligations on any member agency must first be approved by said member agency.

SECTION 7. DESIGNATION OF LEAD AGENCY.

The member Agencies and the Agency shall be the Lead Agency and shall be responsible for complying with the California Environmental Quality Act within their areas of primary jurisdiction.

ARTICLE II

ORGANIZATION

SECTION 1. MEMBERSHIP:

Each member Agency shall have one vote and shall appoint one elected or appointed official and one alternate to serve on the Agency. The representative shall serve at the pleasure of the appointing member Agency. The member Agency shall notify the Agency of its representative, alternate, and any subsequent changes.

SECTION 2. OFFICERS:

The representatives shall elect a Chairman and a Vice-Chairman who shall serve a term of one year. If there is a vacancy, the

representatives shall elect one from among themselves to serve for the remainder of the term.

SECTION 3. MEETINGS:

The Agency shall establish an annual meeting and shall meet at least annually. It may establish such regular or special meetings as are necessary to accomplish the business of the Agency.

It shall meet in one of the member cities unless special circumstances require a meeting outside said boundaries. All meetings shall be open to the public and the agency shall give such notice as required by law.

SECTION 4. BY-LAWS:

The Agency may adopt such By-laws, rules and regulations as it deems necessary to conduct its business and carry out the purposes of the Agency.

SECTION 5. SECRETARY AND OTHER PERSONNEL:

The Agency shall designate one of the member Agencies to serve as Secretary to the Agency for one year on a rotating bases. The Secretary shall provide such administrative and clerical services as are necessary to carry out the Agency business including the preparation of minutes, correspondence and maintenance of the Agency files. The Secretary shall provide personnel to perform this service at no cost to the Agency.

No permanent staff shall be retained without the unanimous consent of all member agencies. Whenever services beyond normal clerical and administrative assistance is required, the Agency shall attempt to have said services provided by the staff of one of the member agencies, for which it may reimburse said member Agency.

ARTICLE III

FINANCIAL AND MISCELLANEOUS PROVISIONS

SECTION 1. DESIGNATION OF DEPOSITORY:

Pursuant to Government Code Section 6505.5, the Treasurer of the

CITY OF _____ is hereby appointed the depository of the Agency funds and shall have all rights, duties and obligations as are imposed by law. The CITY OF _____ shall be paid for said services in an amount determined by the Agency plus the actual cost of any external audit that may be required by law.

SECTION 2. BUDGET - LIMITATION OF EXPENDITURES AND OBLIGATIONS:

The Agency shall propose such budgets, either for annual operating expense or for specific expenditures or projects as may be necessary to carry out the purposes of this Agreement. Each said budget shall set forth the contribution and the time of said contribution required of each member Agency. No budget shall be adopted until approved in writing by each member Agency. Once approved, said budget shall be a binding obligation on the member Agency to provide the funds as set forth therein and shall be full authority for the expenditure of said funds by the Agency.

SECTION 3. EFFECTIVE DATE - TERM OF AGENCY:

The Agency shall be deemed created upon the last date on which all of the member Agencies have executed this Agreement. The Agency shall continue in existence until terminated by unanimous consent or until two (2) members withdraw.

SECTION 4. AMENDMENT:

This Agreement may be amended with the vote of any two (2) representatives provided that any proposed amendment shall be submitted to each member Agency at least thirty (30) days prior to its adoption, and provided further that Article I, Section 4, and Article III, Section 2, shall not be amended nor shall any provision be added which imposes financial liability or responsibility on a member Agency without its consent.

SECTION 5. WITHDRAWAL:

A member may withdraw at any time provided said member shall continue to make any financial contribution to the Agency previously agreed to in writing.

SECTION 6. DISPOSITION OF ASSETS ON TERMINATION:

Upon termination, the Agency shall distribute any remaining cash or equivalent equally, provided it may retain sufficient funds to meet any outstanding obligations. The Agency shall distribute such other assets as it sees fit.

IN WITNESS WHEREOF, the parties hereto have executed this LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY AGREEMENT this 26th day of February, 1976.

MONTEREY PENINSULA REGIONAL PARK
DISTRICT

ATTEST:

Gary Tate
GARY TATE, Secretary to the Board

Albert Merville
ALBERT MERVILLE, President
Board of Directors
CITY OF SEASIDE

ATTEST:

Dudley N. Lapham
DUDLEY N. LAPHAM, CITY MANAGER

B. J. Dolan, Jr.
B. J. DOLAN, JR., MAYOR
CITY OF MONTEREY

ATTEST:

John O. Dunn, Jr.
JOHN O. DUNN, JR., CITY CLERK

Peter J. Coniglio
PETER J. CONIGLIO, MAYOR

ROBERTS LAKE

