

AMENDED AND RESTATED JOINT POWERS AGREEMENT  
FOR BELVEDERE-TIBURON JOINT RECREATION COMMITTEE

This Agreement made and entered into this <sup>August</sup> ~~July 3<sup>rd</sup>~~, 2016, by and between the City of Belvedere (hereinafter "Belvedere") and the Town of Tiburon (hereinafter "Tiburon") and pursuant to the provisions of Government Code Section 6500, et seq. relating to joint exercise of powers (the "Act").

RECITALS

That in June 23, 1975, Belvedere and Tiburon entered into a Joint Powers Agreement which established the Belvedere/Tiburon Joint Recreation Committee (hereinafter "Committee").

- B. Since that time the Committee has functioned pursuant to the original Agreement as amended in April 11, 1983, September 1, 1992, October 4, 1995, October 8, 2001, and June 12, 2012.
- C. The parties now wish to again amend and restate the Agreement in its entirety for the Committee.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Purpose of Agreement. This Joint Powers Agreement (hereinafter "Agreement") is entered into for the purpose of establishing a Recreation Committee to formulate, administer and operate recreation and education programs and facilities for the residents of Belvedere and Tiburon.
2. Administering Agency. Pursuant to California Government Code Section 6500 et seq., there is hereby created a public entity to administer and execute this Agreement. This agency shall be known as the Belvedere/Tiburon Joint Recreation Committee (hereinafter the "Committee").
3. Powers of Committee. The Committee shall take all such steps as it deems advisable and appropriate in its discretion to do the following:
  - (a) Initiate, plan, coordinate, maintain and operate recreation and education programs for the primary benefit of residents of Belvedere and Tiburon.
  - (b) Administer and operate those recreation facilities designated by the parties, such as tennis courts, playing fields, community center and other-such facilities.
  - (c) In addition to programs initiated by the Committee, additional programs may be initiated by either of the parties hereto so long as the program satisfies the provisions of this Agreement.
  - (d) The Committee shall have the power to charge fees for participation in its programs.

(e) The Committee shall insure itself and the parties to this Agreement from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement.

(f) The Committee shall have the power to appoint or employ officers, employees, and agents or to contract for professional services, as may from time to time appear reasonable and appropriate in the exercise of its powers under this Agreement, and shall do all other acts necessary for the exercise of the express common power and for the purpose specified in Section 1 hereof.

The Committee is authorized, in its own name, to do all acts necessary for the exercise of said powers. Notwithstanding the foregoing, the Committee has any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 1.

4. Membership of Committee. The Committee shall consist of nine (9) members appointed as follows:

(a) The Town Council of the Town of Tiburon shall appoint four (4) members to the Committee, one of whom shall be a member of the Town Council.

(b) The City Council of the City of Belvedere shall appoint four (4) members to the Committee, one of whom shall be a member of the City Council.

(c) A ninth member shall be designated an "at large" member and shall, to the extent possible, be recommended by and a member of the Reed Union School District.

5. Term. The term of office for each member other than Town and City Council members shall be four (4) years. The terms of the members shall be staggered so that no more than four (4) terms expire during any one fiscal year. Members may be reappointed for any number of successive terms at the discretion of the appointing authority.

6. Committee Officers. The Committee shall select a chairperson and vice chairperson whose terms shall run for one (1) year, commencing on the first meeting of the calendar year. The Committee shall hold regular meetings, and special meetings as may be called pursuant to the Bylaws.

7. Bylaws. The Committee shall adopt Bylaws which make provisions for the calling and conduct of meetings, casting of votes, appointment of officers and other matters normally contained in Bylaws, all to be consistent with the Ralph M. Brown Act (Section 54900, et al. of the Government Code) and all other applicable state statutes.

8. Debts, Liabilities and Obligations. No debt, liability or obligation of the Committee shall be a debt, liability or obligation of either Tiburon or Belvedere.

9. Treasurer and Controller. Pursuant to the provisions of Government Code Section 6505.6, the Treasurer of the Committee shall be an officer or an employee of the Committee. The Treasurer shall receive and have custody of all monies of the Committee, shall be

responsible for the safekeeping and disbursement of all such monies and shall pay all sums due when appropriately presented to the Committee. All withdrawals from the Committee's bank accounts shall be made by check, credit card or online bank transfer approved by an officer or an employee approved by the Committee by resolution. Pursuant to this section, the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant in compliance with Section 6505.5.

10. Independent Contractors. The Committee may, within its discretion, contract with independent consultants or individuals to perform administrative and/or operational functions of the Committee. Before entering into any contract with such independent consultants or individuals, the Committee shall have the form of contract to be executed approved by Tiburon and Belvedere. The Committee may in its discretion require independent contractors to provide liability insurance in appropriate amounts.

11. Office Space and Service. The Committee shall pay for services rendered to or on behalf of it or for space or facilities provided to it by the parties at the parties' cost or for that compensation which is agreed to by the Committee and the party rendering the service or providing the space, or facility, whichever is less.

12. Budget. The Committee shall prepare an annual budget using a March 1 through February 28 fiscal year, and to the extent practical said budget shall be submitted to the parties for approval at least thirty (30) days prior to the beginning of the fiscal year.

13. Liability of Committee and Committee Members Employees and Independent Contractors. During the term of this Agreement, the Committee will be responsible for the defense and indemnity of any claims arising on account of bodily injury, including death therefrom or property damage suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activity of the Committee, and its members, employees or independent contractors if said act or activities occurs in the course of representing the Committee or performing the duties of the Committee. This protection shall also include the costs of defending any such Committee member, employee, or independent contractor. Notwithstanding the above, the Committee may in its discretion require independent contractors to indemnify, defend and hold harmless the Committee and the parties to this Agreement.

14. Assumption of Liability of Committee. Pursuant to Government Code section 895.4, the parties agree that the Committee shall be solely liable for any damages or liabilities arising out of the performance of this Agreement and shall indemnify, defend and hold harmless Tiburon and Belvedere.

15. Obligations of Committee. Obligations that both Belvedere and Tiburon agree to fund shall be shared as follows (to be periodically revised to reflect the ratio between the populations of the parties hereto):

Belvedere: 20%

Tiburon: 80%,

16. Term: Termination. This Agreement shall be for an indefinite term, and may be terminated only by at least sixty (60) days written notice by either party to the other party.

17. Disposition of Assets Upon Termination. While this Agreement is in effect, all property and monies received by the Committee shall be held by the Committee. If this Agreement is terminated as provided for in paragraph 16, all property, both real and personal, shall be disposed of as agreed upon by the parties. All cash on hand at the termination of this agreement shall be returned to the parties in the following ratio:

Belvedere: 20%

Tiburon: 80%

18. Entire Agreement. This document constitutes the entire agreement between the parties as to the subject matter thereof, and may be altered or amended only by an instrument in writing duly executed by both parties.

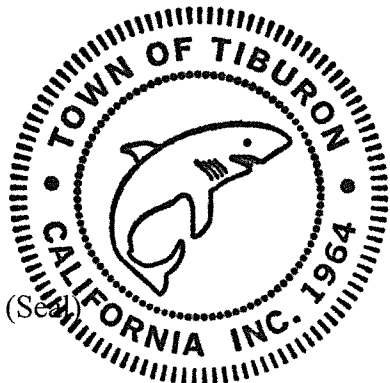
19. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors to the parties hereto.

20. Modification or Suspension. In the event State or Federal laws or regulations, enacted after the effective date of this Agreement, prevent or preclude compliance with one or more provisions herein, such provisions shall be modified or suspended as may be necessary to comply with such laws or regulations.

21. Notice Pursuant to Government Code 66503.5. Within 30 days after the execution of this Agreement, the Committee shall cause a notice of the Agreement to be prepared and filed with the office of the Secretary of State, as required by California Government Code 6503.5.

22. Effective Date: Prior Agreement: Severability. This Agreement shall become effective on the first day of the month immediately following adoption of this Agreement by the governing bodies of Belvedere and Tiburon. Upon the effective date hereof, this Agreement shall supersede and replace the prior Joint Powers Agreements, dated June 23, 1975, April 11, 1983, and September 1, 1992, October 4, 1995, October 8, 2001, and June 12, 2012.

I do hereby certify that the foregoing Amended and Restated Agreement for Joint Exercise of ~~Powers~~ was approved by the Town Council of the Town of Tiburon on ~~July~~ <sup>August</sup> 3, 2016.



MAYOR, Town of Tiburon

TOWN CLERK, Town of Tiburon

I do hereby certify that the foregoing Amended and Restated Joint Powers Agreement was approved by the City Council of the City of Belvedere on July 11, 2016

*Claire Rubitte*  
MAYOR, City of Belvedere

(Seal)



*Alison Foulis*  
CITY CLERK, City of Belvedere