

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

FOR BELVEDERE-TIBURON JOINT RECREATION COMMITTEE

This Agreement made and entered into this _____ day of October 1995, 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.

RECITALS

That in June, 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 1983 and September 1, 1992.

C. The parties now wish to again amend and restate the Agreement in its entirety.

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 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.

4. Membership of Committee. The Committee shall consist of seven (7) members appointed as follows:

(a) The Town Council of the Town of Tiburon shall appoint three (3) members to the Committee;

(b) The City Council of the City of Belvedere shall appoint three (3) members to the Committee;

(c) A seventh member shall be designated an "at large" member and shall, to the extent possible, be recommended by and be a member of the Reed Union School District; The appointment of the at large member shall be approved by the parties hereto.

(d) Each member shall be subject to removal and replacement at the pleasure of the appointing government body(ies).

5. Term. The term of office for each member shall be two (2) 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, at least once monthly, 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 ~9. of the Government Code) and all other applicable state statutes.

8. Financial Responsibility. The parties hereto shall be responsible for all obligations incurred by the Committee in the exercise of its powers. The parties shall share the financial responsibility as follows (to be periodically revised to reflect the ratio between the populations between the parties hereto):

Belvedere:	25%
Tiburon:	75%

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 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. The Treasurer shall obtain a public official surety bond. The premium for this bond shall be paid by the Committee.

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. Supervision of Committee. Each of the parties hero shall designate one member of its governing body to serve as an advisor and liaison between the Committee and the parties. If emergencies arise which must be dealt with by the parties prior to a scheduled meeting of the governing bodies of the parties, the Committee shall immediately contact the advisors and their decision shall be final.

13 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 sixty (60) days prior to the beginning of the fiscal year.

14. Liability of Committee and Committee Members. Employees and Independent Contractors. During the term of this Agreement, the parties agree to be liable for damages 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. Any liability incurred shall be shared as follows (to be periodically revised to reflect the ratio between the populations of the parties hereto):

Belvedere: 25 %
Tiburon: 75%

15. Liability for Obligations of Committee. The parties shall be liable for the debts and obligations of the Committee as follows (to be periodically revised to reflect the ratio between the populations of the parties hereto):

Belvedere: 25 %
Tiburon: 75%

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: 25 %
Tiburon: 75%

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 .

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 _____, 1995.

MAYOR, Town of Tiburon

TOWN CLERK, Town of Tiburon

(Seal)

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 _____, 1995

MAYOR, City of Belvedere

(Seal)

TOWN CLERK, City of Belvedere

BYLAWS

BELVEDERE-TIBURON JOINT RECREATION COMMITTEE

ARTICLE I

OFFICES

PRINCIPAL OFFICE. The Board shall fix the location of the principal office of the committee at any place within the city or town limits of Belvedere or Tiburon.

ARTICLE II

SECTION 1 - Number of Members

The Committee shall consist of seven (7) members, three of whom shall be appointed by the Town or Tiburon, three of whom shall be appointed by the City of Belvedere, and a seventh member shall be designated an "at large" member and shall, to the extent possible, be recommended by and be a member of the Reed Union School District Board of Trustees. The appointment of the At Large Member shall be approved by the governing bodies of Belvedere and Tiburon.

SECTION 2 - Removal of Members

Each member shall be subject to removal and replacement at the pleasure of the appointing government body(ies).

SECTION 3 - Term

The terms of office for each member shall be two (2) 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.

ARTICLE III

MEETINGS

SECTION 1- Place of Meetings

Meetings of the Committee may be held at any place within the County of Marin designated by the Chairman of the Committee. In the absence of any such designation, all Committee meetings shall be held at the principal office of the Committee.

SECTION 2 - Regular Meetings

Regular meetings of the Committee shall be held regularly on the 2nd Monday of each month at 8:00 p.m.

SECTION 3 - Special Meetings

Special meetings of the Committee may be called by the Chairman or by a majority of members of the Committee. Written notice of the time and place of any such special meeting shall be delivered personally or by mail to each member of the Committee and to each local newspaper of general circulation, or radio or television station requesting notice in writing. This written notice must be received at least 24 hours before the specified time of the meeting. The notice shall specify the business to be transacted and no other business shall be considered by the Committee. The notice required by this section may be dispensed with as to any member who files a written waiver of the requirement with the Director.

SECTION 4 - Quorum

A majority of the authorized number of members shall constitute a quorum for the transaction of business, except to adjourn as provided in Section V of this Article. Every act or decision done or made by a majority of the members present at a meeting duly held at which a quorum is present, shall be regarded as the act of the Committee. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members. If any action taken is approved by at least a majority of the required quorum for that meeting.

SECTION 5 - Adjournment

A majority of the members present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

SECTION 6 - Notice or Adjournment

Notice of the time and place of holding of an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section III of this Article.

SECTION 7 - Compensation of Members

Members of the Committee shall not be compensated for their services, but the Committee in its discretion may reimburse members of actual expenses incurred in carrying out Committee business.

SECTION 8 - Minutes

The Chairman shall arrange to have Minutes taken at all meetings of the Committee. The Minutes for each meeting shall be transcribed and approved by the Committee, with any changes added by members, at its next regular meeting.

ARTICLE IV

SECTION 1 - Officers

The officers of the Committee shall be a Chairman and a Vice Chairman, which offices shall be held by members of the Committee. The offices shall not be held by the same person.

SECTION 2 - Election of Officers

The Officers of the Committee shall be chosen by the committee to serve for a term of one (1) year. Elections shall take place at the regular meeting of the Committee held in November and the terms of the Officers shall commence as of the date of the first regular meeting in January. Officers may be re-elected for any number of successive terms.

SECTION 3 - Subordinate Officers

The Committee may appoint, and may empower the Chairman to appoint, such other Officers as the business of the Committee may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Committee may from time to time determine.

SECTION 4 - Removal and Resignation of Officers

Any officer may be removed, either with or without cause, by the Committee, at any regular or special meeting of the committee, or except in case of an Officer chosen by the Committee, by any Officer upon whom such power of removal may be conferred by the Committee.

Any Officer may resign at any time by giving written notice to the Committee. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Committee under any contract to which the Officer is a party.

SECTION 5 - Vacancies in Offices

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

SECTION- 6 - Chairman of the Committee

The Chairman of the Committee shall preside at meetings of the Committee and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the committee or prescribed by the Bylaws. The Chairman shall be the Chief Executive Officer of the Committee and shall, subject to the control of the Committee, have general supervision, direction, and control of the Committee's activities, staff and the Officers of the Committee.

SECTION- 7 - Vice-Chairman

In the absence or disability of the Chairman, the Vice-Chairman shall perform all the duties of the Chairman, and when so acting shall have all the powers of, and be subject to all of the restrictions upon the Chairman. The Vice-Chairman shall have such other power and perform such other duties as from time to time prescribed for them respectively by the Committee or by the Bylaws, and the Chairman.

SECTION- 8 - Treasurer and Controller

Pursuant to the provisions of Government Code Section 6505.6 the Treasurer of the Committee shall be the Executive Director 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. 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 Government Code Section 6505.5. All withdrawals from the Committee's bank accounts shall be made by check approved by an officer or an employee approved by the Committee and said check shall be drawn on an account or accounts established in the name of the Committee at a bank or other financial institution designated by the Treasurer of the Committee. The Treasurer shall obtain a public official surety bond. The premium for this bond shall be paid by the Committee.

ARTICLE V

COMMITTEES

SECTION 1- Committees of Members

The Committee may by resolution adopted by a majority of the authorized number of members, designate one or more Sub-Committees, each consisting of two or more members. to serve at the pleasure of the Committee. Sub-Committees shall meet in accordance with the provisions of these Bylaws and the Brown Act.

ARTICLE VI

RECORDS AND REPORTS

SECTION 1- Maintenance and Inspection of Committee Records

The accounting books and records and Minutes of proceedings of the Committee and any Sub-Committee shall be kept at the principal office of the Committee. The Minutes shall be kept in written form and the accounting books and records shall be kept either in written form or any other form capable of being converted into written form. The Minutes and accounting books and records shall be open to inspection upon the written demand of any member at any reasonable time during usual business hours. The inspection may be made in person or by an agent of a member, and shall include the right to copy any such records. Copies of all minutes shall be forwarded to the members and to the City of Belvedere and Town of Tiburon.

SECTION - 2 - Financial Statements

Financial Statements shall be prepared monthly prior to the regular meeting of the Committee. The monthly financial statements shall set forth the financial activity for the time period two months preceding the month in which the regular meeting is held and shall include a summary of financial activity for the fiscal year to date plus a balance sheet setting forth to the extent practicable the financial status of the Committee as of the last day two months prior to the regular meeting. Copies of all financial information shall be forwarded to the members prior to the regular meeting and to the City of Belvedere and Town of Tiburon.

SECTION -3- - Annual Budget

The Committee shall prepare an annual budget using a March 1 - February 28 fiscal year. The budget shall, to the extent practical, be completed and submitted to the City of Belvedere and Town of Tiburon for approval at least sixty (60) days prior to the beginning of each fiscal year.

ARTICLE VII

AMENDMENTS

SECTION 1 - Amendment by Committee

New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of a majority of the members of the Committee.

ARTICLE VIII

EMPLOYEES

SECTION 1- Hiring Staff

The Committee may, within it's discretion, hire employees or contract with independent consultants or individuals to perform administrative or operational functions of the Committee. Prior to entering into any contract with an independent consultant or individual, the Committee shall have the form of contract to be executed approved by the City of Belvedere and Town of Tiburon.

SECTION 2 - Executive Director/Treasurer

The Committee shall hire an Executive Director who shall act as Treasurer and be in charge of the day-to-day operation of the Committee's activities and its programs, committee staff, budgeting and planning. The executive Director shall report to the Chairman of the Committee.

SECTION 3 - Review of Performance

The Chairman of the Committee shall review the performance of Committee employees and shall report regularly to the Committee on said performance. Employees' salaries shall be set by the Committee.

ARTICLE IX

CO-ORDINATION WITH BELVEDERE-TIBURON

SECTION 1- City/Town Managers

The Executive Director shall periodically review operations with the Belvedere City Manager and Tiburon Town Manager.

SECTION 2 - Reports to City/Town Councils

At least once annually in the third quarter of the fiscal year), the Chairman and Executive Director shall give an oral report to the Belvedere City Council and the Tiburon Town Council on the status of the Committee.

SECTION 3 - City/Town Council Liaisons

Belvedere and Tiburon will designate a member of each Council as a liaison to the Committee. At the discretion of the Chairman, the Committee may contact the respective liaisons should an issue arise which the Chairman believes should be brought to the attention of the City/Town Councils.

