

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CONEJO RECREATION AND PARK DISTRICT
AND
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
FOR
FINANCIAL MANAGEMENT AND ACCOUNTING SERVICES**

THIS AGREEMENT is made and entered into _____ 2012, by and between the **CONEJO RECREATION AND PARK DISTRICT** ("District") and **MOUNTAINS RECREATION AND CONSERVATION AUTHORITY** ("MRCA").

RECITALS

- A. The District is an independent special district organized and formed pursuant to California Public Resources Code section 5780 *et seq.*
- B. The MRCA is a Joint Powers Authority formed pursuant to California Government Code section 6500 *et seq.*
- C. The mission of the District is to enrich the quality of life for the Conejo Valley by preserving and enhancing recreational opportunities, parks and open space.
- D. The MRCA is dedicated to the preservation and management of local open space and parkland, watershed lands, trails, and wildlife habitat; manages and provides ranger services for almost 60,000 acres of public lands and parks that it owns and that are owned by the Santa Monica Mountains Conservancy ("Conservancy") or other agencies; and provides comprehensive education and interpretation programs for the public. The MRCA works in cooperation with the Conservancy and other local government partners to acquire parkland, participate in vital planning processes, and complete major park improvement projects. The MRCA provides natural resources and scientific expertise, critical regional planning services, park construction services, park operations, fire prevention, ranger services, educational and leadership programs for thousands of youth each year, and is one of the lead agencies providing for the revitalization of the Los Angeles River.
- E. Since the creation of the MRCA in 1985, the District and MRCA have cooperated in pursuit of their respective and complementary efforts to increase and improve the amount of acreage available for public park use and habitat protection benefitting millions of people in Southern California.
- F. The MRCA Joint Powers Agreement as amended November 19, 2004 provides at Section 11.4 that the General Manager of the District shall act as treasurer for the MRCA and at Section 11.5 that the General Manager of the District shall perform the functions of auditor or controller of the MRCA.

- G. The District has performed an array of governmental financial management and accounting services on behalf of the MRCA and the MRCA has compensated the District for such services via an annual invoice, portions of which are paid periodically during the fiscal year.
- H. The parties desire to enter into this agreement to clarify and memorialize the financial management and accounting services which have evolved over the years and are currently described in the attached scope of services. This Agreement promotes the continued efficient and effective administration of the MRCA by the Executive Officer, and will foster additional clarity regarding the financial management and accounting services provided through the Financial Officer and his designees.
- I. This Agreement is intended to memorialize the financial management and accounting service provided by the District to the MRCA as well as the consideration for such services from the MRCA to the District.

AGREEMENT

The District and MRCA agree as follows:

1. **RETENTION OF DISTRICT**

MRCA hereby retains District, and District hereby accepts such engagement, to perform financial management and accounting services more particularly described in Section 2. District warrants it has the qualifications, experience, and facilities to properly and timely perform said services. District agrees to provide MRCA with an executed Form 19 Nondiscrimination Compliance Statement in the form attached hereto.

2. **DESCRIPTION OF SERVICES**

The financial management and accounting services to be performed by District are generally described in the MRCA Joint Exercise of Powers Agreement dated November 19, 2004, between the Conservancy, District and the Rancho Simi Recreation and Park District, which services are more particularly described in the scope of services attached hereto as Exhibit 1.

The services to be performed by the District shall be accomplished under the general direction of, and coordinate with, the District's General Manager who acts as MRCA's Financial Officer - currently Jim Friedl. The Financial Officer may appoint appropriate staff of the District to perform the day-to-day functions of the treasurer and controller of MRCA. Sheryl Lewanda, CRPD's current Management Services Administrator, is so appointed. The General Manager may also delegate the appointment and day-to-day supervision of subordinate employees of MRCA involved in the accounting, fiscal, or financial management of MRCA to the Assistant Financial Officer, currently Jeff Jones.

3. **COMPENSATION AND PAYMENT**

Compensation payable to District for the services under this Agreement shall be calculated annually. District agrees to send notice to the MRCA on or before June 1 of each year of the term describing the expected compensation for the fiscal year to follow. The parties agree that compensation for fiscal year 2011/12 shall not exceed \$255,111 ("not to exceed amount"). The parties agree that compensation shall be payable in one or more payments made within thirty days of receipt of a statement for services with full payment due by not later than July 31 of the year following the fiscal year in question. Statements for services should be sent to the attention of the Chief Deputy Executive Officer of the MRCA.

4. **TERM**

The term of this Agreement shall commence on February 1, 2012 and extend for a period of five years. The term may be extended by written agreement of the parties for one or more five year terms.

5. **OWNERSHIP OF DOCUMENTS**

All financial data, reports, and other documentation (other than District's drafts, notes and internal memorandum), including duplication of same prepared by District in the performance of these services shall become the property of the MRCA. If requested by MRCA, all documents, or the designated portions of such, shall be delivered to the MRCA.

6. **RELATIONSHIP OF THE PARTIES**

The parties to this Agreement are each independent government agencies and shall act in independent capacities. Each agency has its own employees who shall be subject to the personnel rules and regulations, policies and practices of the respective employing agency.

7. **LIABILITY AND INSURANCE**

District agrees to indemnify, defend, and save harmless the MRCA, its officers, employees and constituent members (with exception of District) from any and all claims and losses occurring or resulting from the negligence, malfeasance, omission or other wrongful conduct of or by District in performance of its obligations herein.

MRCA agrees to indemnify, defend, and save harmless the District, its officers and employees from any and all claims and losses occurring or resulting from the negligence, malfeasance, omission or other wrongful conduct of or by MRCA in performance of its obligations herein. MRCA agrees to maintain officers and directors insurance.

8. **AMENDMENT/TERMINATION**

This agreement may be amended/terminated as required in response to amendments to the MRCA Joint Exercise of Powers Agreement. This agreement may be terminated by either party with or without cause by giving 180 days written notice. No alteration or amendment to this Agreement is valid unless made in writing and signed by the parties hereto.

9. **AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, MRCA and the District, shall make available to a representative of the other, all its records with respect to all matters covered by this Agreement and will permit the other to audit, examine, and/or reproduce such records. MRCA and District will retain such financial records, time sheets, work progress reports, invoices, bills, and project records in accordance with grant agreements.

10. **WAIVER: REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other part, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

11. **CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

12. **MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

13. **GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. This agreement shall be deemed entered into in the County of Los Angeles.

14. **CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit, or describe the scope or intent of any provision or section of the Agreement.

15. **PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless contain in full force without being impaired or invalidated in any way.

16. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT:

Jim Friedl, General
Manager
Conejo Recreation & Park
District
403 W. Hillcrest Drive
Thousand Oaks, California
91360

TO MRCA:

Joseph T. Edmiston,
Executive Officer
Mountains Recreation and
Conservation Authority
5810 Ramirez Canyon Rd
Malibu, CA 90265

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

**MOUNTAINS RECREATION &
CONSERVATION AUTHORITY:**

George Lange, Chair

**CONEJO RECREATION AND PARK
DISTRICT:**

Jim Friedl, General Manager

Exhibit 1

Estimated Cost of Services

Fiscal Year 2011/12

CRPD Employees with Allocations to MRCA

Position	Name	MRCA %	MRCA Cost \$
Acctg Asst I	Brower, M. 20/wk	75%	18,533
HR Assistant	Cohee, C.	70%	45,060
Acctg Asst I	Byrne, C.	50%	32,457
Administrator	Lewanda, S.	40%	77,132
Acctg Asst III	Massie, L.	30%	23,128
Acctg Supervisor	Robertson, J.	20%	24,133
HR Supervisor	Howell, S.	10%	11,289
General Manager	Friedl, J.	5%	12,846
Total			\$244,578

Estimated Services & Supplies \$ 10,533

Total Estimated Cost of Services **\$ 255,111**

NOTE: This Exhibit is prepared pursuant to Section 3 of An Agreement for Professional Services By and Between the Conejo Recreation and Park District and Mountains Recreation and Conservation Authority for Financial Management and Accounting Services dated _____ 2012

Exhibit 1 - Services provided by CRPD to MRCA

The Financial Officer (CRPD General Manager), has delegated oversight of the day-to-day MRCA accounting functions to the CRPD Management Services Administrator (MSA). The MSA manages finance staff at two sites (MRCA's River Center and CRPD's Thousand Oaks headquarters). MRCA finance staff working at the River Center are MRCA employees. CRPD finance staff working in Thousand Oaks are CRPD employees. The MSA manages the work effort across both sets of employees as the workload dictates.

The following is a list of the general services provided by CRPD finance staff (including the General Manager and MSA) to MRCA. Other tasks are performed as necessary.

Cash Management tasks

Manage cash - review daily, plan to have sufficient cash for upcoming expenses, monitor release of accounts payable checks

Manage lines of credit – draws, repayments, renewal of, reconciliation, comply with requirements

Manage debt – determine when payment plans/leases are to be used

Accounting Tasks

Process payroll, including maintaining files (garnishments, retirement, deductions), running checks/direct deposits, file monthly/quarterly/annual reports/w-2s at year end
Process accounts payable – manage vendor files, weekly check runs, 1099s at year end

Manage the general ledger – evaluate and post JEs (revenue, expense, payroll, general)

Provide accounting for the Benefit Assessment Districts (2)

Reconcile bank accounts

Financial reporting tasks (annual unless otherwise noted):

Coordinate (with auditors) production of Basic Financial Statements for MRCA

Coordinate (with auditors) production of Financial Statements for Benefit Assessment Districts (2)

Coordinate (with auditors) production of Single Audit Report (required to due federal grant funds)

Produce CA State Controller Report of Financial Transactions

Provide "Box 5 of W-2" report for CA State Controller to post on his web page

Coordinate Continuing Disclosure reporting for Benefit Assessment Districts - preliminary report

Coordinate Continuing Disclosure reporting for Benefit Assessment Districts - final report

Develop/distribute quarterly cash report to JPA partner agencies

Audits – schedule, prepare for, undergo and respond to findings of the following:

Annual audit requested by MRCA (Caporicci and Larson)
Department of Finance audit of SMMC/MRCA (periodic)
Workers' Compensation audit (annual)
IRS audit

Human Resources tasks including but not limited to:

Maintain HR files, set up employees in financial system, PERS system, ICMA, Anthem
Administer/process FSA program/claims
Provide advisory services on personnel issues
Process ICMA emergency withdrawals

IT related tasks:

Manage accounting software (MRCA runs as a separate company):

- conversion to .net,
- .net upgrades (annual and special),
- solve for and troubleshoot remote connectivity
- manage logins/passwords for distributed users.

Comply with changing requirements of "vendors" – PERS upgrade, changes to bank web page.

Maintain VPN connection/servers/ help desk support on .net

Other:

Provide management advisory services
Provide direction to Jeff/staff at River center on priorities, issues
Coordinate Finance group meetings (KGR)
Host MRCA Board meetings (post agenda, provide room)

Form 19 Nondiscrimination Compliance Statement

1. During the performance of this contract, the recipient, Consultant shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part , Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Consultant, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE

_____ (Company Name), hereinafter referred to as "prospective Consultant", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title II, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective Consultant agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I _____ (Name of Official) hereby swear that I am duly authorized to legally bind the prospective Consultant to the above-described certification. I am fully aware that this certification executed on _____ (Date) in the county of _____ (County) is made under the penalty of perjury under the laws of the State of California.