



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

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GENERAL MANAGER EMERITUS
Tex Ward

DATE: July 5, 2018

TO: Board of Directors

FROM: Jim Friedl, General Manager 

SUBJECT: **Agreement for Professional Services by and between the Conejo Recreation and Park District (CRPD) and Mountains Recreation and Conservation Authority (MRCA) for Financial Management and Accounting Services**

RECOMMENDATION

Authorize the General Manager to execute the Agreement for Professional Services by and between CRPD and MRCA for Financial Management and Accounting Services.

DISCUSSION

MRCA is a Joint Powers Authority exercising the joint powers of the Santa Monica Mountains Conservancy (SMMC), the Conejo Recreation and Park District (CRPD), and the Rancho Simi Recreation and Park District (RSRPD). It is a local public agency dedicated to the acquisition, preservation, and protection of open space, wildlife habitat, and urban, mountain and river parkland that is easily accessible to the public.

CRPD has provided accounting services to MRCA since MRCA's inception in 1985. In 2004, in response to a state audit including SMMC grants to MRCA, CRPD agreed to take a more active role in MRCA's fiscal affairs and, rather than just processing documents on behalf of MRCA, CRPD began providing oversight of the accounting records and financial management services.

In 2012, the MRCA Board approved an Agreement for Professional Services with CRPD; this item recommends the renewal of that agreement with some minor revisions – primarily to extend the term and adjust the cost of services.

MRCA continues its unparalleled success in acquiring land and remains entrepreneurial in identifying revenue streams to fulfill its mission. After more than 33 years of operations, the MRCA now manages more than 75,000 acres that it owns or is owned by the SMMC and others. The MRCA has grown in responsibility and complexity over that time and provides essential parkland and open space easily accessible to the people living in the second largest metropolitan area in the United States.

The growth of MRCA – in terms of acreage of parkland, number of employees, equipment, capital projects, operational issues, budget, expenditures and revenue sources – have also increased the complexity and workload related to financial management and accounting services. Most local public park agencies depend on some - if not the majority - of their operational revenues to come from the 1% ad valorem property tax. The ad valorem property tax serves as a stable and reliable revenue source for local government to fund general public services (like police, fire, libraries and parks). The MRCA is fairly unique in that it has no dedicated ad valorem property tax to support its operations and instead relies on a

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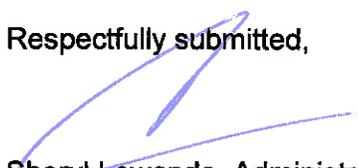
variety of other operational revenue streams (such as administrative fees and citations; filming, events & rentals; fire operations; Proposition "A" Servicing and Maintenance funds; Community Facilities Districts and Benefit Assessment Districts) to support its operations.

The financial services provided by CRPD are broad and include tasks related to accounting, financial reporting, audit preparation and response, human resources and information technology. The tasks also include cash management which seeks to ensure funds are available when needed. As MRCA gets larger - with more parks and operational costs - the reliability and diversity of various revenue streams needed to assure continued operations remain an ongoing concern.

CRPD remains a proud partner with SMMC and RSRPD in the creation of the MRCA. As the agency identified in the Joint Powers Agreement to provide financial oversight, CRPD is pleased to continue in its role with such an effective entrepreneurial agency - recognized nationally and internationally – for its work providing public parkland.

STRATEGIC PLAN ELEMENT 4.5 Provide finance service to Mountains Recreation and Conservation Authority. Work closely with Joint Powers Authority partners Santa Monica Mountains Conservancy and Rancho Simi Recreation and Pak District to provide staff support for MRCA's finance functions and cooperate with operational arm to continually improve Authority's financial position.

Respectfully submitted,



Sheryl Lewanda, Administrator
Management Services

Attachment

**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 July 1, 2018, 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; and manages and provides ranger services for almost 75,000 acres of public lands and parks that it owns and that are owned by the Santa Monica Mountains Conservancy ("Conservancy") or other agencies. 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, 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. On February 1, 2012, the parties entered into an agreement to clarify and memorialize the financial management and accounting services which have evolved over the years. The parties desire to continue their longstanding relationship and enter into this updated agreement for services 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. 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. Sheryl Lewanda, CRPD's current Management Services Administrator, is so appointed.

3. COMPENSATION AND PAYMENT

Compensation payable to District for the services under this Agreement shall be calculated annually based on the percentage of CRPD employee time allocated to MRCA and supplies. For FY 2018-19, such employee services and supplies are estimated to be \$347,057 (see Exhibit 1, Estimated Cost of Services). Estimated costs shall be adjusted annually based on the needs of MRCA and costs to the District. 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 shall be payable in one or more payments made within thirty days of receipt of a statement for services with full payment due by no 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 July 1, 2018 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. Should MRCA continue to accept District services beyond the term of the agreement, MRCA will be invoiced based on the estimated cost of services then in effect.

5. OWNERSHP 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 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 of 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, CA 91360

TO MRCA: Joseph T. Edmiston, Executive Officer
Mountains Recreation & Conservation Authority
5810 Ramirez Canyon road
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 & PARK DISTRICT

Jim Friedl, General Manager

EXHIBIT 1

Estimated Cost of Services Fiscal Year 2018/19

CRPD Employees with Allocations to MRCA

Position	Name	MRCA %	MRCA COST \$
Acctg Asst I/II	Campagna, S. 20 hrs/wk	100%	33,284
HR Assistant	Lahoud, R.	50%	34,576
Acctg Asst II	Byrne, C.	50%	35,316
Administrator	Lewanda, S.	50%	120,534
Receptionist	Martin, C.	20%	6,872
Acctg Supervisor	Massie, L.	40%	59,811
HR Supervisor	Howell, S.	20%	28,883
General Manager	Friedl, J.	3%	8,356
Total:			\$327,632

Estimated Supplies \$ 19,425

Total Estimated Cost of Services \$347,057

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 July 1, 2018.

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) + Community Facilities Districts (6)

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) + Community Facilities Districts (6)

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

Coordinate Production of CA State Controller Report of Financial Transactions

Provide “Box 5 of W-2” report for CA State Controller to post on 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

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

Calculate and provide options for salary/benefit changes (minimum wage/medical insurance/ICMA)

IT related tasks

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

- .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 Assistant Financial Officer and staff at River Center on priorities, issues

Coordinate Finance group meetings

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

Conejo Recreation & Park District, 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, Jim Friedl, 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 July 1, 2018 in the county of Ventura is made under the penalty of perjury under the laws of the State of California.