

**JOINT EXERCISE OF POWERS AGREEMENT TO ESTABLISH THE
MALIBU USD TRANSITION AND IMPLEMENTATION JOINT POWERS AUTHORITY**

THIS JOINT POWERS AGREEMENT (“Agreement”) is between the City of Malibu (the “City”), on behalf of the future Malibu Unified School District (“MUSD”), and the Santa Monica-Malibu Unified School District (the “District”), on behalf of the future Santa Monica Unified School District (“SMUSD”) and is effective as of the Effective Date defined below.

The City and the District are public entities duly organized and existing under the constitution and laws of the State of California.

Each entity executing this Agreement shall individually be referred to as a “Member” or collectively referred to as “Members.”

RECITALS

WHEREAS, it is to the mutual benefit of the Members and in the best public interest of said Members to join together to establish this Joint Powers Authority to accomplish the purposes hereinafter set forth; and

WHEREAS, the Members are each empowered, pursuant to the Joint Exercise of Powers Act (California Government Code section 6500 *et seq.*, hereinafter the “Act”), to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies and other powers applicable to joint powers agencies by law; and

WHEREAS, each of the Members has the power necessary to accomplish the purposes of this Agreement and the foregoing purposes will be accomplished and the common powers exercised in the matter hereinafter set forth; and

WHEREAS, each Member has participated in the negotiation of a Tax Revenue Sharing Agreement and Operational Transfer Agreement, the purposes of which are to facilitate the creation, operation and financing of an independent MUSD and a separate SMUSD; and

WHEREAS, the Members agree that it would be mutually beneficial to create a separate public entity pursuant to the provisions of the Act entitled “Malibu USD Transition and Implementation Joint Powers Authority” (the “Authority”) to provide a coordinated approach that reflects the Members’ guiding principles: (1) that the formation of an independent MUSD is in the best interest of all students and (2) that the Members are dedicated to ensuring that MUSD and SMUSD both receive adequate funding to provide a similar level of service as before separation; and

WHEREAS, the Members acknowledge that they are acting on behalf of the future MUSD and SMUSD, both of which will become the sole Members to this Agreement upon formation; and

WHEREAS, the Members believe that the formation of the Authority will enable the Authority to provide a seamless transition and formation of MUSD and to provide an enhanced opportunity for students and residents within the Members’ boundaries that each Member would not be able to provide as effectively on its own.

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived therefrom, and in consideration of the executing of this Agreement by Members, each of the Members does hereby agree as follows:

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ARTICLE I

Section 1. Definition of Terms

In addition to the terms defined herein, the following terms shall have the meanings specified.

1.1 “Act” means the Joint Exercise of Powers Act of the State of California, California Government Code section 6500 *et.seq.*, as it exists now or may be amended.

1.2 “Agreement” means this Joint Exercise of Powers Agreement as the same now exists, or as it may, from time to time, be amended.

1.3 “Authority or JPA” means the joint powers agency, known as the Malibu USD Transition and Implementation Joint Powers Authority, created by this Agreement.

1.4 “Board of Directors” or “Board” means the governing body of the Authority.

1.5 “Brown Act” means the Ralph M. Brown Act (commencing with California Government Code section 54950).

1.6 “City” means the City of Malibu.

1.7 “Director” means a member of the Authority Board appointed pursuant to Section ___ of this Agreement.

1.8 “District” means the Santa Monica-Malibu Unified School District.

1.9 “Effective Date” means the date the last Member signs this Agreement.

1.10 “Fiscal Year” means the period commencing on July 1 to and including the following June 30.

1.11 “General and Administrative Costs” means costs directly associated with administration of the Authority.

1.12 “Member” or “Member Agency” means each party to this Agreement (District and City) and other members as may be admitted in the future.

1.13 “MUSD” means the future Malibu Unified School District and the future Member of this Agreement.

1.14 “Operational Transfer Agreement” means the agreement of the same name entered into by and between the District and City on or about October ___, 2024.

1.15 “SMUSD” means the future Santa Monica Unified School District and the future Member of this Agreement.

1.16 “Property Tax Revenue Sharing Agreement” means the agreement of the same name entered into by and between the District and City on or about October ___, 2024.

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Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and the words importing persons shall include corporations and associations, including public bodies and natural persons.

ARTICLE II

Section 2: Purpose and Formation

2.1 The Members, all acting by and through their governing boards, create this Authority for the purpose of exercising the common powers of the Members to jointly and continuously assist in effectuating the transfer of tax revenue from MUSD to SMUSD, to act as the implementing agency for the operational transfer of certain assets, liabilities and equipment, supplies, agreements and services, and to act as the arbiter in the dispute resolution process Under the Tax Revenue Sharing Agreement or Operational Transfer Agreement, or if any of the triggering events set forth in the Tax Revenue Sharing Agreement between the Members occurs.

2.2 Pursuant to section 6507 of the Act, there is hereby created a public entity known as the "Malibu USD Transition and Implementation Joint Powers Authority". The Authority is a public entity separate from the Member Agencies and possess the full authority for the purposes of exercising the common powers of the Members relating to the purposes and powers set forth herein.

Section 3: Term

3.1 This Agreement shall become effective and binding upon the Members as of the Effective Date. If the Authority has no outstanding debts, this Agreement shall terminate on the date the Tax Revenue Sharing Agreement expires, or earlier in a writing signed by all Members.

3.2 This Agreement shall automatically terminate on December 31, 2027, if by that date, the proposal for unification of the MUSD has not taken effect, although the Members can agree to extend the Agreement up to another three years but not beyond December 31, 2030. However, the Agreement shall not automatically terminate on December 31, 2030, if by that date an election has been called on the proposal for unification of the MUSD, but that election has not yet taken place. In that event, the Agreement shall automatically terminate if voters reject the proposal for unification of the MUSD.

3.3 If the Authority has no outstanding debts, or liabilities, this Agreement may be voluntarily terminated upon the written consent of all the Members.

Section 4: Members

4.1 The Authority shall be composed of the following Members: the City and the District.

4.2 Additional parties may be added to this Agreement by written amendment among all the current members. Members may also be removed or substituted by written amendment among all the current members.

4.3 This Agreement shall be binding upon all and shall inure to the benefit of the successors of the Members. If a Member is reorganized under the Education Code, its obligations under this Agreement shall become the obligations of its successor(s) under Education Code

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sections 35560 and 35736, and the surviving school district(s) shall be substituted as a Member to this Agreement.

ARTICLE III

Section 6: Board of Directors

6.1 The Authority shall be governed by a seven-member Board of Directors. The Board shall instruct the Agency on the administration of the Authority. The Board may exercise and shall be vested with all powers of the Authority insofar as not inconsistent with law or this Agreement.

6.2 The Board of Directors shall consist of three (3) directors appointed by District (or SMUSD) and three (3) directors appointed by the City (or MUSD) and one (1) director jointly appointed by the District (or SMUSD) and the City (or MUSD). Directors should have background and/or experience in either public education, finance and/or public agency governance and should not be currently serving on the SMUSD board or City (or MUSD) board or council.

6.3 Within sixty (60) days after the Los Angeles County Committee on School District Organization approves the City's Petition to Form an Independent MUSD (the "Board Appointment Date"), each Member Agency shall designate and appoint, by a formal action of its governing body, three (3) members of its governing body to act as its representatives on the Board.

6.4 The Directors will serve at the pleasure of the appointing Member Agency and may be removed or replaced at any time, with or without cause, in the sole discretion of the appointing Member Agency's governing body.

6.5 Within thirty (30) days of the Board Appointment Date, the City and the District shall jointly approve the appointment of a seventh (7th) director. The seventh director should not be a past or current employee or board member and should otherwise have no past or current affiliation with either SMMUSD or the City of Malibu. In the event the Members are unable to agree on the appointment of a seventh (7th) Member, the Members shall each propose a list of three (3) individuals for such appointment (the "List") and the List will be submitted to an outside, third party mediator with no affiliation or ties to either Member. The mediator will review the qualifications of the six (6) individuals on the List (or fewer if a Member provides less than three (3) individuals, and shall, with or without conducting interviews of any of the individuals on the List, select the seventh (7th) member. The cost of the mediator shall be borne equally by the Members.6.6

Directors may be entitled to compensation for attending each Board meeting upon enactment of a resolution of the Board to authorize such compensation which in no event shall exceed \$_____ per meeting. Each director will be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board in accordance with all statutory requirements.

6.7 The Board shall have the following officers: Chair; Vice-Chair; and Secretary. Each officer shall be elected from among its directors.

6.7.1 The Chair and Vice-Chair must be appointees of different Member Agencies and must alternate between Member Agencies in alternating years. (Example: In Year 1, one of Member A's appointees will be the Chair and one of Member B's appointee's will be the Vice-Chair; the opposite will be true in Year 2).

6.7.2 The Chair and the Vice-Chair may be removed and replaced by a majority vote of the Board.

6.7.3 If any director ceases to be on the Board, the resulting vacancy will be filled, for the remainder of the vacant term, at the next meeting of the Board held after each vacancy occurs.

6.7.4 The Chair will preside over all meetings of the Board and will sign all contracts on behalf of the Authority, except contracts that the Board may authorize an officer or agent of the Authority to sign.

6.7.5 The Vice-Chair will act, sign contracts, and perform all of the Chair's duties in the absence of the Chair.

6.7.6 The Secretary shall be responsible for maintaining the official records of the Authority, including the minutes and other records of the proceedings of the Board, and shall perform such other duties as specified by the Board.

6.8 The Board may create permanent or ad hoc committees to give advice to the Board of Directors on matters of interest to the Board, to be conducted in accordance with the Ralph M. Brown Act and all other applicable laws.

6.9 All voting power of the Authority will reside in the Board. Directors may not cast proxy or absentee votes. Each Director will have an equal vote.

6.9.1 The following matters require four votes for approval:

6.9.1(a) Amendment of this Agreement [must also be approved by both Members' governing bodies];

6.9.1(b) Dissolution of the Authority [must also be approved by both Members' governing bodies];

6.9.1(c) Admission of new members [must also be approved by both Members' governing bodies];

6.9.1(d) Approval of the Authority to take on debt;

6.9.1(e) The creation of positions of employment for the Authority;

6.9.1(f) Approval of any employee benefit issuance or change;

6.9.1(g) The approval of the Property Tax Transfer Amount; and

6.9.1(h) The hiring of staff or consultants for the purposes of performing tasks on behalf of the Authority.

6.10 The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and the affairs of the Authority consistent with this Agreement and applicable law.

6.11 The Treasurer of the Authority shall be [either the director of finance or the chief business officer of one of the Member Agencies]. The Treasurer of the Authority shall receive and

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have custody of and disburse Authority funds in accordance with the general law. The Treasurer shall have all other powers, duties, and responsibilities of such office, including performing the auditor functions of the Authority, as specified in Government Code section 6505.5.

Section 7: Board Meetings

7.1 All meetings of the Board shall be called, noticed, held, and conducted in accordance with the provisions of the Brown Act.

7.2 The Board shall schedule regular monthly meetings. The Board shall establish the date, time, and place of its regular meetings at its first meeting by resolution. The Board may suspend the holding of regular meetings by resolution, so long as there is no need for Authority business. The Board must provide a copy of any resolution establishing or changing the date, time, or place of any Board meeting to each Member. The Board shall hold its first meeting within sixty (60) days after the Board Appointment Date.

7.3 The presence of four directors is required to establish a quorum. The affirmative vote of three directors is required to pass any motion, resolution, or ordinance, except when such an action instead requires four votes as described in Section 6.9 of this Agreement.

7.4 The Board shall cause to be kept minutes of its meetings, both regular and special, and shall, as soon as possible after each meeting, cause a draft of the minutes to be forwarded to each Director. After the minutes are approved at a Board meeting, the approved minutes should be forwarded to each Member Agency.

7.5 Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to each Member's governing body as permitted and limited by Government Code Section 54956.96. The Board may include provisions in the Authority's Bylaws to implement this section.

Section 8: Boundaries

8.1 The boundaries of the Authority will be coterminous with the boundaries of its Member Agencies.

ARTICLE IV

Section 9: Powers of Authority

9.1 The Authority will exercise the powers which are common to each Member Agency, or as otherwise permitted under the Act, and all incidental, implied, express, or necessary powers to accomplish the purposes of this Agreement.

9.2 The Authority is authorized to perform all acts necessary for the exercise of the powers described above, as allowed by law, including but not limited to any or all of the following:

9.2.1 to make and enter into contracts;

9.2.2 to hire consultants and employees;

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- 9.2.3 to sue or be sued in its own name;
- 9.2.4 to incur debts, liabilities, or obligations, subject to limitations herein set forth;
- 9.2.5 to develop and adopt policies and procedures for the conduct of the business of the Authority;
- 9.2.6 to carry out and enforce all provisions of this Agreement necessary to effectuate the Purpose of this Agreement and conduct other such activities as are necessary and appropriate to the above;
- 9.2.7 to take the actions set forth in the Property Revenue Sharing Agreement, as found in **Exhibit B**, when the conditions for such actions arise, including but not limited to the following actions:
- 9.2.7(a) Contact the Los Angeles County Assessor and request a report which identifies the assessed valuations for the territory subject to jurisdictional change and the related Tax Rate Areas;
 - 9.2.7(b) Contact the LA County Auditor-Controller and request a report which identifies property tax revenue generated within the territory subject to jurisdictional change, as well as the proportion of revenue attributable to either MUSD or SMUSD;
 - 9.2.7(c) Complete calculations to determine Property Tax Transfer Amounts, including specifically:
 - i. the Base Year Property Tax Transfer Amount (completed immediately after the Separation Date),
 - ii. The Annual Property Tax Transfer Amount (completed each subsequent year by October 15 on the Annual Calculation Date), and
 - iii. True-up the Base Year Property Tax Transfer Calculation and subsequent Annual Property Tax Transfer Calculation using actual certified CalPADS amounts;
 - 9.2.7(d) Determine adjustments, if any, that must be made to the Property Tax Transfer Amount, including changes to how the Property Tax Transfer Amount is calculated, if there is a Significant Variance or Significant Change in Per Pupil Funding as set forth in the Property Tax Revenue Sharing Agreement
 - 9.2.7(e) Engage and pay for an independent financial/accounting professional for the purpose of comparing previous years' calculations with the current year calculations;

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9.2.7(f) Provide yearly Property Tax Transfer Amounts to the LA County Auditor-Controller for reallocation from MUSD to SMUSD; and

9.2.8 to take the actions set forth in the Operational Transfer Agreement, as found in Exhibit C, when the conditions for such actions arise, including but not limited to the following actions:

9.2.8(a) Facilitate the creation and implementation of the food services and transportation transition plans identified in Section 3.b and 3.c. of the Operating Agreement will be facilitated by the JPA;

9.2.8(b) Divide non-real property assets of SMMUSD between SMUSD and MUSD per the terms of Section 8.a. of the Operating Agreement, under the management and oversight of the JPA.

9.2.8(c) Facilitate the review of the lease obligations of SMMUSD at the Separation Date that were not specifically identified in Section 8.d. of the Operating Agreement, as well as facilitate the appropriate allocation of those leases to SMUSD and/or MUSD based on the utilization of the proceeds from the lease;

9.2.8(d) Immediately after employee assignments are identified for SMUSD and MUSD, initiate and review an actuarial study of the SMMUSD Pension and Other Post Employment Benefit (OPEB) liabilities and determine the allocation of such liabilities between SMUSD and MUSD based on the actual employee assignments.

9.2.8(e) Oversee the adjustments to the Property Tax Transfer Amount that will occur if the Unrestricted General Fund Balance allocation to MUSD results in a fund balance of less than seven million five hundred thousand dollars (\$7,500,000). These adjustments, described in Section 8.f.i. of the Operating Agreement and in Section 9 of the Revenue Sharing Agreement, will occur in the second and third year of operations of MUSD and a repayment of these adjustments to the Property Tax Transfer Amount in the final year of the Revenue Sharing Agreement.

9.2.8(f) Any assets, liabilities or fund balances not identified in the Operating Agreement or uncertainties related to asset, liability, or fund balance distribution shall be allocated between SMUSD and MUSD at the discretion of the JPA.

9.2.9 to resolve disputes between the City and District arising from the Tax Revenue Sharing Agreement and/or Operational Transfer Agreement in accordance with the dispute resolution procedures in each agreement.

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9.3 Pursuant to Government Code section 6509, the powers of the Authority will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the District.

Section 10: Initial Funding and Annual Budget

10.1 An operating fund, known as the "Authority Fund" shall be established and maintained and shall be used to pay the Authority's operating expenses, including but not limited to, any contracts to retain consultants and costs to defend the Authority pursuant to Section @@@. The Authority Fund shall be funded initially within sixty (60) days of Authority formation and by annual contributions from each Member Agency on or before October 1st, pursuant to Sections 9.2 and 9.3 respectively.

10.2 will be initially funded by a joint contribution of the City and District in an amount of \$ _____, each.

10.3 Contributions to the Authority Fund shall be made annually by each Member in the amounts sufficient to provide the funds necessary to carry out the functions of the Authority, with the exception of costs as described below in Sections @@@ and @@@. The City and the District shall contribute equally to the funds necessary to carry out the functions of the Authority.

10.4 For each fiscal year, the Board shall adopt a budget by the April 1st prior to the start of the fiscal year. The Boards may not adopt a budget in excess of \$100,000 without written consent of the Member Agencies.

10.5 At least fifteen (15) days prior to adopting its budget, the Board shall notify each Member Agency of the amount of its annual required contribution based on the proposed budget and calculated pursuant to Section 10.3.

10.6 Within fifteen (15) days after the beginning of the fiscal year, the Members shall provide the required contribution to the Authority Fund.

10.7 The Board may not authorize expenditures in excess of the adopted budget from the Authority Fund without approval of the Member Agencies.

10.8 The Authority shall establish and maintain the Authority Fund as may be required by generally accepted accounting principles and provide for strict accountability of all funds and report of all receipts and disbursements as provided in Government Code section 6505. The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their duly authorized representatives.

10.9 If the Authority is terminated, all assets of the Authority not required to satisfy any outstanding debts, including but not limited to the Authority Fund, shall be returned to the Members Agencies in the proportion in which they were contributed pursuant to Section 10.3.

Section 11: Insurance

11.1 The Authority may obtain insurance policies as may be required to protect the Authority or its Member Agencies as determined by the Board of Directors. If applicable, the Authority shall name each Member Agency and their officers, directors, employees and consultants as additional insureds under all such policies.

Section 12: Liability, Indemnification, and Defense

12.1 To the full extent authorized by Government Code section 6508.1, the debts, liabilities, and obligations, whether contractual or non-contractual, of the Authority, except retirement liabilities of the authority if the Authority contracts with a public retirement system, will be the debts, liabilities, and obligations of the Authority alone, and not the debts, liabilities, or obligations of the Members or their Member Entities.

12.2 The Members do not intend to be obligated either jointly or severally for the debts, liabilities, or obligations of the Authority, except as may be specifically provided for in Government Code section 895.2, as amended or supplemented.

12.3 Pursuant to Government Code section 895.4, (i) in the event the Members are held liable for the acts or omissions of the Authority caused by a negligent or wrongful act or omission occurring in the performance of this Agreement; or (ii) in the case of any other liability incurred by the Authority during the course of its existence, then with respect to (i) or (ii), the Members shall discharge any such liability first, from insurance proceeds if applicable, next, from the Authority's funds, and if such insurance and funds are insufficient, the District and City in equal amounts

12.4 Each Member Agency shall indemnify, defend, and hold harmless the other Member Agency from any such liability in excess of its proportionate share.

12.5 Each Member Agency, including any and all successor entities, is solely liable for any claims, suits, and liability, including payment of any judgment and attorneys' fees and costs, caused solely by that Member and/or its governing board and members thereof, officers, employees, or agents except when a Member or its officers, employees, or agents are acting on behalf of the Authority or the Agency.

Section 13: Dispute Resolution

13.1 If a dispute arises as to the construction, interpretation or implementation of any portion of this Agreement or any matters that arise in connection with this Agreement, the Members in dispute (including the Authority if the dispute is between one or more Members and the Authority, in which case the Board shall determine who will represent the Authority in the meet and confer and mediation processes) shall meet and confer in person in an attempt to resolve the dispute within thirty (30) days of a Member or the Authority giving the other Members or the Authority notice of the dispute. If the Members or the Authority cannot resolve the dispute through that meet and confer process, the Members or the Authority in dispute shall proceed to non-binding mediation of the dispute in front of an independent, neutral mediator agreed to by those Members or the Authority, unless each Member and/or Authority all agree to waive such non-binding hat mediation. If the Members or the Authority in dispute cannot agree upon a mediator, the dispute shall be submitted to JAMS Los Angeles for selection of a mediator. The Members of Authority shall each pay an equal share of the costs of the mediation. If mediation fails to result in a resolution, the matter may then be submitted to JAMS Los Angeles for binding arbitration which shall be conducted utilizing JAMS ADR rules. The costs of the arbitration shall be borne equally by each Member and/or Authority

13.2 The Authority is hereby authorized to take any or all legal or equitable actions necessary or permitted by law to enforce this Agreement.

13.3 If the Authority or any Member shall breach any term, covenant, or condition contained in this Agreement, such party shall be deemed to be in default under this Agreement, and the non-defaulting party (parties) shall each have the right to enforce all of its rights and

remedies regarding such default which are provided under State or federal laws, but must adhere to the Dispute Resolution Process of this Section 13..

Section 14: Termination, Disposition of Assets, Rescission or Termination

14.1 This Agreement may be rescinded and the Authority terminated by written consent of all Member Agencies. The Parties will cooperate in all necessary actions to wind down the operations of the Authority.

Section 15: Amendments

15.1 This Agreement may be amended upon approval of all Member Agencies and the Board of Directors.

Section 16. Notices

16.1 Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally, by registered or certified mail, postage prepaid, by nationally-recognized overnight courier, or by e-mail to the respective Members, at the addresses provided in **Exhibit A** attached. With respect to delivery by e-mail, any such e-mail message shall be sent using a system that provides reasonable assurance: (i) that the message was sent; (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient, along with a verifiable electronic record of the exact content of the message sent. The Members may from time to time change the address to which notice may be provided by providing notice of the change to the other Members.

Section 17. Filing of Notice of Agreement

17.1 Within 30 days after this Agreement becomes effective, the Agency shall file with the Secretary of State the notice of Agreement required by Government Code section 6503.5.

17.2 Within 30 days after this Agreement becomes effective, the Agency shall file with the State Controller the notice of Agreement required by Government Code section 6503.6.

17.3 Within 70 days after this Agreement becomes effective, the Agency shall file with the Secretary of State and the County Clerk of the County of Los Angeles the notice required by Government Code section 53051.

Section 18. Conflict of Interest

18.1 If allowable by applicable law, the Authority shall waive any conflict of interest as to representation by counsel if that conflict arises or may arise in connection with counsel's representation of one of the Members. The Authority shall, by resolution, adopt a conflict of interest code to the extent required by law.

Section 19. General Provisions

19.1 **Cooperation.** The Members recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement.

19.2 **Successors; Assignment.** Except as provided herein, a Member may not assign its membership in the Authority without the consent of all of the other Members. This Agreement will be binding upon and inure to the benefit of any successor of a Member.

19.3 **Severability.** Should any part, term, or provision of this Agreement be determined by a final judgment of a court to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions will not be affected thereby.

19.4 **Governing Law; Jurisdiction.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions. Any lawsuits between the parties arising out of this Agreement will be brought and concluded in the State of California, in the County of Los Angeles, unless otherwise agreed to by the parties to the dispute or pursuant to California Code of Civil Procedure Section 394.

19.5 **Joint Drafting.** All Members participated in the drafting of this Agreement and the Agreement will not be construed against any Member as the drafter.

19.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

19.7 **Third Party Beneficiaries.** This Agreement will not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

19.8 **Integration.** This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

19.9 **Execution.** The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the signatures attested below.

19.10 **Section Headings.** All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referenced to or to define or limit the scope of any provision of this Agreement.

19.11 **Entire Agreement.** The Agreement constitutes the entire agreement and understanding between the Members and is a complete and exclusive statement of the terms of the Members' agreement pursuant to Code of Civil Procedure section 1856.

IN WITNESS WHEREOF, the Members have caused this Joint Exercise of Powers Agreement to be executed by their duly authorized officers on the date and year set forth below.

CITY OF MALIBU

Dated: _____

By: _____

Its: _____

Approved as to Form:

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By: _____

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Its: _____

Approved as to Form:

By: _____

DRAFT

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