

AMADOR CITY
AGENDA OF THE MEETING OF THE CITY COUNCIL

THURSDAY January 21, 2020 – 7:00 p.m.

SPECIAL NOTICE

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the January 21, 2020, meeting of the City Council of Amador City, California members of the public will be allowed to join Zoom Meeting.

See below for Zoom Meeting information.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Consent Agenda – Minutes of 12-17-2020
6. Public Hearing
 - A. Swearing in of new council member
 - B. Election of new officers – Mayor and Vice Mayor
 - C. Committee Reassignment, Budgets etc.
 - D. Covid Spending Update
 - E. Design Review Ordinance and Resolution – Public Comment
 - F. Resolution #580 – Commending David Groth as Mayor and Council Member
 - G. Resolution #581 – Approving Amador County Regional Traffic Mitigation Fee
 - H. Financial Statement – On Line – Mary Louise Nixon – Discussion
 - I. Sewer Account – Mary Louise Nixon
 - J. Update on Cemetery Trees
 - K. Dominic Moreno – Parking on narrow streets – obstruction for emergency vehicles
 - L. PARSAC Joint Powers Agreement Amended
 - M. Evacuation Routes

Committees: Maintenance, ARSA, Air, EVC, Fire Dept, Culbert Park, ACTC/REMF, LAFCO, Homeless, Museum, Air BNB

AMADOR CITY
MINUTES OF THE MEETING OF THE CITY COUNCIL

THURSDAY December 17, 2020 – 7:00 p.m.

SPECIAL NOTICE

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the December 17, 2020, meeting of the City Council of Amador City, California members of the public will be allowed to join Zoom Meeting.

See below for Zoom Meeting information.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call, Groth, Bragstad, Robinson, Kel-Artinian, Marks
4. Approval of Agenda – Kel-Artinian moved, 2nd by Bragstad to approve agenda, approved unanimously
5. Consent Agenda – Minutes of 11-19-20 and 11-24-20 meetings – Kel-Artinian moved, 2nd by Bragstad, approved, Minutes approved unanimously
6. Public Hearing
 - A. Dominic Moreno – Fire Chief – Update of parking and emergency vehicle access in Amador City – Fire Chief Moreno unable to attend meeting, Council discussed narrow streets in City present an obstacle to emergency vehicles. No comprehensive survey has been done in Amador City; suggestion to refer to City Engineer.
 - B. Design Review – 14141 Main Street – Breakeven Beer Makers-Carter/Wittman – Design Review Committee approved breezeway and front modifications of 14141 Main Street to meet requirements of brewery. Bragstad moved, 2nd by Kel-Artinian to approved modifications, approved unanimously.
 - C. Update on tree cabeling for double trunk cedar tree and oak tree trimming in cemetery. – Bragstad and Kel-Artinian met with Kirk Pearson Tree Trimming who offered a bid of \$450 to cable double trunk tree and \$950 to trim Oak tree. Bragstad moved, 2nd by Robinson to hire Pearson to do above work, approved unanimously.
 - D. Covid Grant Update – 1. Purchase of equipment to improved on-line meeting, 2. Plexiglass barrier in City Hall, hire two people to do scanning, etc. 3. Grant to businesses 4. Touchless public bathrooms downtown (installed by local contractor) 5. Revenue recovery 6. Food Bank. Councilman Robinson thanked Anne Kel-Artinian and Bruce Smith for their work on this project.
 - E. Housing Element Update – Join with County. Susan Peters will be meeting with all cities.
 - F. Design Review Ordinance #169 revisions – Update-City Attorney Wayland recommended ordinance and procedure be stream-lined and supported by Resolution. New Committee to be formed in January 2021. James Monday asked if there will be opportunity for public comment.

Public Comments: Ray Brusatori requested Financial Statements each month.

Councilman Robinson requested Sewer Fund be on January agenda.

Committees: Maintenance – Councilman Robinson thanked Ian Davidson, Maintenance, for his hard work and recommended a leaf blower be purchased, ARSA - cancelled, Air and EVC – meet with PG&E re: location for EVC, Bruce Smith would like to see vehicle owner pay for charging; Fire Dept, Culbert Park - nothing, ACTC/REMF – possible help with funding speed signs at either end of town and striping of roads, LAFCO, Homeless, - City of Jackson received \$50,000 grant to hire people to work with homeless to lessen vandalism and provide people with services they need. Museum – closed due to COVID, Air BNB ,Bruce Smith asked that a Cemetery Committee be formed, ACRA – Russ Robinson – Nothing to report.

JAN 14 2021

Subject: Agenda Items**From:** "bruce.smith@amador-city.com" <bruce.smith@amador-city.com>**Date:** 1/13/2021, 5:53 PM**To:** Anne H Kel-Artinian <anne.kelartinian@amador-city.com>, Anne H Kel-Artinian <kelartinian.anne@gmail.com>, "city.clerk@amador-city.com" <city.clerk@amador-city.com>

Hi Anne,

Here are the agenda items I would like to move forward please give me a shout if you want to discuss or revise. My main goal for the agenda is Administrative and Committee based. It would be nice to have the committees formed with the ability to execute without having to bring everything to City Council for execution. I know we also have to be pretty concise on agendaizing (sp) these so we can actually vote on them:

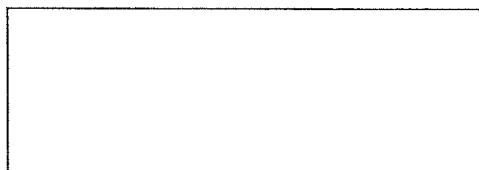
- Move the sewer information forward so we can actually make decisions on whether we need an increase or to subsidize. What is needed to do this?
- Create guidelines for committees such as when and how they meet, their budgets - if any, and deliverables and expectations. Committee leads should recruit from the community and if possible the Council. These committees should then be able to have the Council and community's blessing to execute on their behalf unless they need to get guidance or legal support. Also make clear delineation for when committees are dissolved or new members or leaders are needed or required.
- Proposal to consolidate committees that are localized and internal to the City and differentiate them from the participation in the larger County and State committees where the city is not the creator. Here we should refer to them as representatives and the role is to bring the City's interests to the meetings and report back the same to the City from what they get from these meetings. These should be referred to as **AC Committees (5)** and **AC Appointments/Representatives (7)**.

You might want to use the following as supporting documentation for the Committee proposal. I am also attaching Job Descriptions and proposed job descriptions that Joyce had in her files as supporting materials as well as a document from the California City Clerks Organization which expands upon some of what we already have. Some will have to be created. I am available to discuss in the morning or later afternoon.

○ **City Committees**

- **Administrative/Management** - Should include City Attorney, two city council members and members of the public). This committee should be charged with administrative issues for the city and work closely with the City Clerk on implementation. This would allow the Council/Administrative Committee to create, revise and post city employees and elected official job descriptions and expectations so that we can work together harmoniously. These include the following. City Clerk, Treasurer, City Maintenance Worker, Wastewater Facility Operator, City Attorney, City Council Member, Mayor, and Vice-Mayor.
 - Archives
 - Documentation
 - People & Committees
 - Finance and Revenue

- Property Management
 - Legal
 - Information Technology
- **Infrastructure**
 - Maintenance
 - Fire
 - Roads
 - Sewer
 - Electric Car Station(s)
- **Parks & Rec**
 - Culbert Park
 - Museum
 - Cemetery
 - City Hall
- **Community, Business-Commercial**
 - AirBnB
 - ACBCA
 - Events
 - Clean-up - Molly Allen wants to participate on this as well I would like to -
Would like to propose that the group is allowed to conduct clean-up days as needed and desired, provided that the participants sign waivers, safety gear is worn, sign up sheets are captured and dates are posted at least two weeks in advance. We would like to see this team have an annual budget to recruit volunteers. We propose the first year that this will be \$500 and will come before the council should we need to expand that need. The group will work with the clerk as well as other communities and organizations so as to maximize any other opportunities and clean up days involving ACES and Creek Clean up.
- **Building & Licenses**
 - Design Review
 - Homeless
- **Regional/County/State Representation/Assignments**
 - ARSA - Amador Regional Sanitation Authority - Representative
- <https://cityofsuttercreek.org/amador-regional-sanitation-authority/>



ARSA Amador Regional
Sanitation Authority for
Sutter Creek

ARSA Amador Regional Sanitation
Authority for Sutter Creek located in
the California Gold Country.

cityofsuttercreek.org

- **PARSAC - Public Agency Risk Sharing Authority of California - Representative**
- <https://www.parsac.org/>

PARSAC – Public Agency Risk Sharing Authority of California

Welcome to PARSAC. During our 30 year history, we established a member-driven approach to risk management following a conservative and responsible model of management and governance.

www.parsac.org

- **ACTC/RTMF - Amador County Transportation Commission/Amador County Regional Traffic Mitigation - Representative** - <https://actc-amador.org/rtmf/>

RTMF | ACTC-Amador

117 Valley View Way Sutter Creek, CA 95685 209-267-2282

actc-amador.org

- **LAFCO - Local Agency Formation Commission - Representative**
- <https://www.amadorgov.org/government/lafco>

LAFCO | Amador County

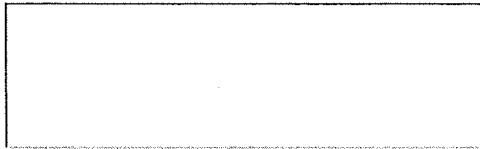
The mission of the Amador LAFCO is to implement the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 with an understandable and open public process leading to informed decisions.

www.amadorgov.org

- **ACRA - Amador County Recreation Agency - Representative**
- <https://www.goacra.org/>



Amador County
Recreation Agency - ACRA



Amador County Recreation Agency
Executive Director, part-time during
pandemic, eventual full-time position,
\$21 - \$25 per hour. Duties include:
Administration, Public Relations,

www.goacra.org

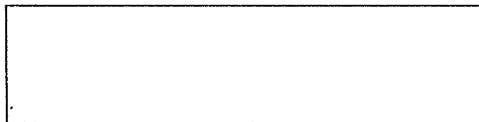
- Amador Air District - <https://www.amadorgov.org/services/amador-air-district>

About Us - Contact Us | Amador County

OFFICE CLOSURE and LIMITED SERVICES. As a precautionary measure to help slow the spread of the Coronavirus (Covid-19), the Amador Air District will not be able to provide services for walk-in customers starting March 20, 2020 until further notice.

www.amadorgov.org

- ACT - Amador Council of Tourism - Representative - <https://www.visitamador.com/contact.aspx>



Amador Council of Tourism

Gold Country, CA Amador adventure
here. Paddle a lake, sip local wines,
pan for gold, stay in boutique hotels.
Plan a family outing, a mid-week
getaway for personal or for your team

www.visitamador.com

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I am happy to be on the Administrative/Management Committee, Parks & Rec, & Community Business Commercial & PARSAC.

Cheers,
Bruce Smith

Council Member Elect
City of Amador City

— Attachments: —

City Council Member.docx	267 KB
City Maintenance Worker.docx	268 KB
City Manager.docx	267 KB
City Treasurer.docx	269 KB
Mayor.docx	267 KB
Vice Mayor.docx	267 KB
Waste Water Treatment Operator.docx	267 KB
working_with_your_city_clerk.pdf	147 KB
City Clerk.docx	269 KB



CITY OF AMADOR CITY

INCORPORATED JUNE 2, 1915

California

City Council Member

To Be Defined



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

City Maintenance Worker

- Wednesday through Sunday cleans public restrooms
- Monday collects trash from all containers, replaces liners, takes trash to City Hall
- Checks storm drains periodically throughout rainy season
- Sprays downtown and some roads with roundup periodically throughout year
- Mows, edges and general cleanup of park weekly during growing season; other times as needed. Cleans up around City Hall prior to Council Meeting and whenever asked.
- Cleans Community Center when needed, as asked.
- Puts up flags downtown on patriotic holidays.
- Recently added tasks are related to appearance of planters downtown and are on an as needed basis. Does other tasks when requested or when an emergency arises.



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

City Manager

To Be Defined



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

City Treasurer

Login: Money coming in: Stamp back of checks, record into Income binder, note account number. Note direct deposits from State. Send information to M & M Bookkeeping. Do weekly or bi-weekly, depending on volume.

Money going out: Record into Warrant and Pay Roll binders, note account number, send to M & M Bookkeeping. Do monthly one week before Council Meeting.

Keep track of TOT income: Record into TOT binder. Do quarterly.

Tickler File: Record miscellaneous items into binder. Do as needed.

Banking: Make deposits after filling out deposit slip based on binder information.

Renew CD's when expired and update first of each h month, send updates to M & M Bookkeeping.

Other Duties:

- Co-ordinate work with City Clerk to be sure correct accounts are used and for accuracy. Be sure there's enough money in checking and savings to cover immediate and long term expenses.
- Keep M & M up to date with income statements, CD statements, and miscellaneous information. Sign checks, business licenses.
- Write monthly Treasurer's report to mention unusual activities and/or items which might need Council action. Make recommendations.
- Be ever vigilant to be sure everything financial is accurate.
- Help with budget if and when needed.
- Recommend an audit every five years and help co-ordinate.
- Do strong motion report.
- Maintain file of building permits.
- Representative to PARSAC; attend annual Director's meeting.



CITY OF AMADOR CITY

INCORPORATED JUNE 2, 1915

California



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

Mayor

To Be Defined



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

Vice - Mayor

To Be Defined



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

Wastewater Treatment Operator

Too Be Defined

WORKING WITH YOUR CITY CLERK

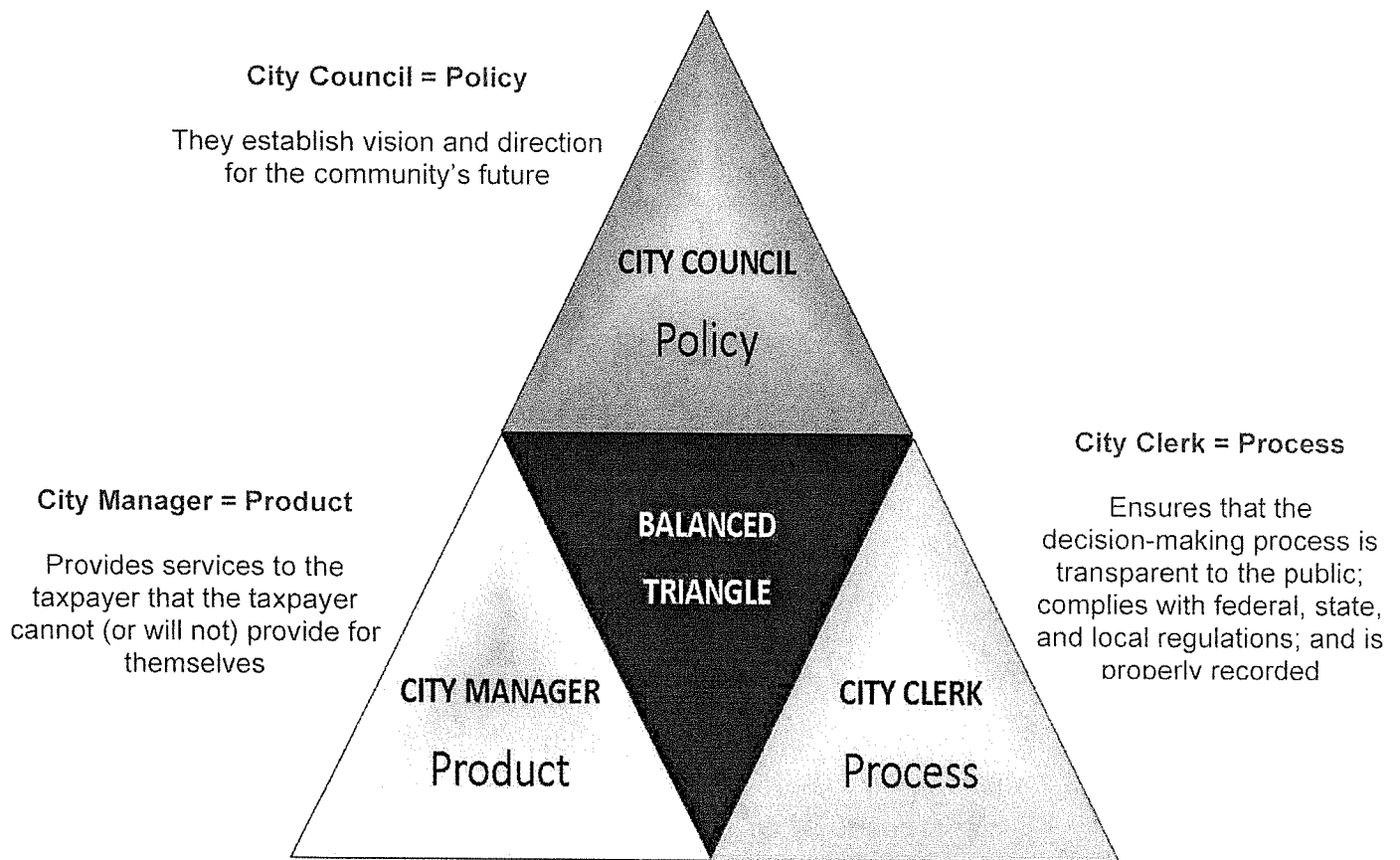
The City Clerk is the local official who administers democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public. The City Clerk acts as a compliance officer for federal, state, and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships and arranges for ceremonial and official functions

www.californiacityclerks.org



Public Service—A Balanced Triangle

Success in public service requires an even-sided, balanced triangle. The City Council, City Clerk, and City Manager must understand and respect each other's roles and share an obligation in maintaining this balance.



Advocates for Democracy

Elected Officials, City Managers and City Clerks shoulder equal responsibility in preserving and promoting democracy, the very backbone of our society. The more we invite public participation, the more democracy will thrive, and citizens will take pride in shaping the community's future. The balance of power in local government is crucial to a democracy. Power ultimately resides with the governed, but only when the laws and actions are clearly set forth and records are accessible can people exercise their right of oversight. When people exercise their rights, democracy thrives and communities take shape and prosper.

The Role of the City Clerk

Thousands of statutes and regulations exist which protect democracy and provide a system of "checks and balances." It is the city clerk's responsibility to ensure compliance with these laws, which are complex and constantly changing and evolving. The city clerk, as the local official, must have the professional education, training, and knowledge necessary to understand and administer these laws. The city clerk is your partner in democracy.



Office of the City Clerk

- Elections Official
- Local Legislation Auditor
- Municipal Officer
- Political Reform Filing Officer
- Records & Archives
- Public Inquiries & Relationships
- City Council Support Services

Elections Official

Per Elections Code 320, the City Clerk is the Elections Official for the City, unless the City Council has by resolution requested that the board of supervisors permit the county clerk to render specified elections services to the city

- Voter Registration
- Conduct Stand-Alone or Consolidated Elections for Council/Mayor/Treasurer/City Clerk
- Ballot Measures/Charter Amendments
- Initiative (Elections Code 9214)
- Referendum (Elections Code 9236)
- Recall (Elections Code 11360)

California Law: www.leginfo.ca.gov

Local Legislation Auditor

Per Gov. Code, the City Clerk is responsible to ensure that the Brown Act (Gov. Code 54950 et. seq.) is followed. The Brown Act was enacted to ensure all actions are taken openly and that all deliberations are conducted openly. It is a misdemeanor if an elected official deliberately deprives public of information.

- Public Notices/Public Hearings
- Contracts and Agreements
- Bonds and Insurance
- Authority to Execute Instruments
- Ordinances & Resolutions
- Municipal Code

League Publication: Open & Public IV (To order call: (916) 658-8247)

Municipal Officer

The City Clerk is one of five positions that Government is vested in: Per Gov. Code 36501, general law cities are required to be governed by a City Council, City Clerk, City Treasurer, Chief of Police, Fire Chief, and such subordinate officers or employees as required by law.

- Clerk of the Council (Gov. Code 36814)
- Perform Attestations (Gov. Code 40806)
- Administer Affirmations/Oaths of Office (Gov. Code 40814) (Gov. Code 36507)
- Maintain Custody of City Seal (Gov. Code 40811)
- Accept Subpoenas and Lawsuits (Gov. Code 37105)
- Countersign General Obligation Bonds (Gov. Code 43623 43625)
- File Official Bonds (Gov. Code 36520)

Political Reform Filing Officer

The Political Reform Act of 1974 (Gov. Code 83111) addresses the financial conflicts of interests of public officials through disclosure of the official's economic interests and prohibitions on participation in making decisions that the official knows or has reason to know will result in a material financial effect on one of the official's economic interests. The City Clerk serves as the compliance officer in matters pertaining to the Act.

- Filing Official for Form 700 – Statement of Economic Interests - Disclose personal assets and income—disqualify yourself if decision affects personal financial interests.
- Filing Officer for Campaign Finance Forms – 460, 470, 495, 510 etc. - Campaign Statements and Reporting - Elected officials shall respond to wishes of all citizens equally, contributors shall not gain disproportionate influence over others.

www.fppc.ca.gov

FPPC Manual 2 for Local Elected Officials

FPPC Help Line: 1-866-275-3772 – Elected officials should contact FPPC directly and avoid asking City Clerk to ask questions for them.

California Law: www.leginfo.ca.gov

California Code of Regulations: www.calregs.com

Records & Archives

The Public Records Act (Gov. Code 6250) was enacted to provide access to information that enables the public to monitor the functioning of their government. This right of access to information concerning the conduct of the people's business is a fundamental and necessary right of every person. As the Custodian of Records for the City, the City Clerk is responsible for ensuring compliance with the Public Records Act.

- Receives and Answers Public Records Request – With few exceptions, only records available to the public are disclosable to elected officials. Records exempt from disclosure include personal information, medical information, crime/intelligence records, voter records, utility usage records.
- Indexing, Research & Retrieval
- Records Retention – All correspondence received/sent by Council Member shall be directed to the City Clerk for proper disclosure/indexing/retention. Includes e-mails.

League Publication: The People's Business (To order call: (916) 658-8247)

- Maintains and Produces Minutes of the Meetings of the City Council, Commissions and Committees
 - History and legal record.
 - Record of actions and proceedings
 - Refresh recollection.
 - Gives reader sufficient understanding of proceedings
 - Are not transcriptions.
 - Are not an exact record of discussions and conversations
 - Are not "to do" lists.

Public Inquiries & Relationships

The City Clerk serves as a liaison between the public and the City Council. The City Clerk provides easy access to information and serves as a guide to open participation in the decision- and policy-making process. The City Clerk is often the first person a member of the public contacts when seeking assistance from the City Hall.

City Council Support Services

The City Clerk provides support services to the City Council in many ways.

- Ceremonial Functions
- Resolutions, Commendations, Awards
- Administrative
- Commissions
- Resources
- Research
- History, Institutional Knowledge



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

City Clerk

Statute Requirements of Clerk

40801 - Maintain record of proceedings (minutes with index) - 10 minutes/mo

40806 - Certified record of ordinances (index) (resolutions not specified but should be included) - 10 minutes/mo

40811 - Custodian of seal: (stamping ordinances is not specified) Attest signature - 0 minutes/mo

40814 - Oaths: Affidavits and depositions - 5 minutes/2 yrs or as needed

Other responsibilities:

- Open mail and distribute
- Review e-mail and respond as necessary
- Date stamp incoming invoices and place in "Bills to Pay" file
- Second Thursday of the month prepare list of bills to be paid
- List will be verified by Treasurer
- Following week when checks are received from Mary Louise Nixon, sign checks and mail. File supporting documents together with Bills to Pay list
- Oversee rental of City Community Center using the Community Center Rental Procedure (attached)

See also attached document from the California City Clerks Organization on job requirements by statute and how to work with your city clerk.

DRAFT

IN THE MATTER OF:

RESOLUTION APPROVING THE FISCAL YEAR 2019/20) RESOLUTION NO. 581 AMADOR COUNTY REGIONAL TRAFFIC MITIGATION FEE) PROGRAM ANNUAL REPORT)

WHEREAS, pursuant to its authority under Government Code 66000 et. seq., the City/County of _____ previously imposed regional traffic mitigation fees and amended said fees pursuant to Resolution Nos. _____; and _____; and

WHEREAS, the purpose of said fees is to mitigate the impact of new developments on the regional transportation system of Amador County; and

WHEREAS, The County of Amador and the County's five incorporated cities have all collected and deposited all regional traffic mitigation fees with the Amador County Transportation Commission ("ACTC") which has maintained the funds in a separate non co-mingled capital facilities fund ("capital facilities fund") established for the above stated purpose pursuant to Government Code Section 66006(a) and (b); and

WHEREAS, the ACTC and the City/County of _____ have made available to the public an annual program implementation report for fiscal year 2018/19 ("Annual Report") which is hereby incorporated by reference; and

WHEREAS, the Annual Report was prepared in accordance with Government Code Section 66001(d) and 66006(b)(1); and

WHEREAS, the City/County of _____ has reviewed the information provided in the Annual Report and determined the information contained therein is true and correct; and

WHEREAS, the Annual Report reflects implementation of prior year recommendations of the Regional Traffic Mitigation Fee Oversight Committee as approved by the cities and County for programming and expending funds for projects consistent with the Amended and Restated Memorandum of Understanding ("MOU") establishing the countywide Regional Traffic Mitigation Fee Program and the Regional Traffic Mitigation Fee Nexus Plan 2000-2025 ("Nexus Plan"); and

WHEREAS, City/County of _____ has agendized and considered the Annual Report at a regularly scheduled City Council/Board of Supervisor meeting and considered public comment concerning the Annual Report during said meeting.

NOW THEREFORE the City/County of _____, County of Amador, State of California, finds and determines the following:

1. The above recitals are true and represent findings of the City Council/Board of Supervisors.
2. The City Council/Board of Supervisors hereby approves the Annual Report for fiscal year 2018/19 as presented.
3. That all recommendations for funding are consistent with the MOU and the Nexus Plan as required.
4. The approval of the Annual Report and programming and expenditure of funds consistent with the previously approved MOU and Nexus Plan is not a "project" or otherwise an act requiring environmental review pursuant to the California Environmental Quality Act.
5. That all Regional Traffic Mitigation Fees previously collected and not yet expended are accounted for and are still needed for the purposes for which they were collected.

The foregoing resolution was duly passed and adopted by the City Council/Board of Supervisors at a regular meeting the [_____], by the following vote:

AYES:

NOES:

ABSENT:

Mayor/Chair

ATTEST:

_____, Clerk

DRAFT

IN THE MATTER OF:

RESOLUTION APPROVING THE FISCAL YEAR 2019/20 RESOLUTION NO. ____ AMADOR COUNTY REGIONAL TRAFFIC MITIGATION FEE) PROGRAM ANNUAL REPORT)

WHEREAS, pursuant to its authority under Government Code 66000 et. seq., the City/County of _____ previously imposed regional traffic mitigation fees and amended said fees pursuant to Resolution Nos. _____; and _____; and

WHEREAS, the purpose of said fees is to mitigate the impact of new developments on the regional transportation system of Amador County; and

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WHEREAS, the Annual Report was prepared in accordance with Government Code Section 66001(d) and 66006(b)(1); and

WHEREAS, the City/County of _____ has reviewed the information provided in the Annual Report and determined the information contained therein is true and correct; and

WHEREAS, the Annual Report reflects implementation of prior year recommendations of the Regional Traffic Mitigation Fee Oversight Committee as approved by the cities and County for programming and expending funds for projects consistent with the Amended and Restated Memorandum of Understanding ("MOU") establishing the countywide Regional Traffic Mitigation Fee Program and the Regional Traffic Mitigation Fee Nexus Plan 2000-2025 ("Nexus Plan"); and

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The foregoing resolution was duly passed and adopted by the City Council/Board of Supervisors at a regular meeting the [_____], by the following vote:

AYES:

NOES:

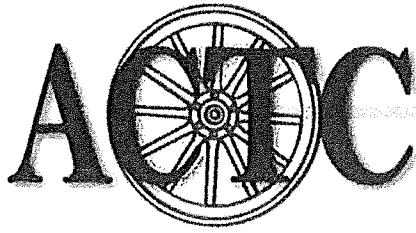
ABSENT:

Mayor/Chair

ATTEST:

_____, Clerk

JAN - 4 2021



Amador County Transportation Commission

117 Valley View Way
Sutter Creek, CA 95685
209.267.2282
fax: 209.267.1930

DATE: December 31, 2020

TO: Mayor, City of Amador City
Lori McGraw, City of Ione
Yvonne Kimball, City Manager, City of Jackson
Rex Osborn, City Manager, City of Plymouth
Amy Gedney, City Manager, City of Sutter Creek
Chuck Iley, County Administrative Office, Amador County

FROM: John Gedney, Executive Director

SUBJECT: **FY 19/20 Regional Transportation Mitigation Fee Annual Report**

Please find the attached Annual Report for the Amador County Regional Traffic Mitigation Fee Program (RTMF) for Fiscal Year 2019/20. Along with the Report, the attachments include:

- FY 19/20 revenue by jurisdiction
- Program expenditures by project
- Currently-adopted fee schedule
- Eligible Project Listing

Also included in the attachments is a draft resolution adopting the Annual Report provided in Word version for editing purposes.

All cities and the County have appointed representatives on the RTMF Oversight Committee convened annually to consider program obligations, expenditures, and policy.

cc:
Joyce Davidson, City Clerk, City of Amador City
Susan Bragstad, Vice Mayor, City of Amador City
Janice Traverso, City Clerk, City of Ione
John Georgette, City Clerk, City of Jackson
Susan Peters, Planner, City of Jackson
Karen Darrow, City Clerk, City of Sutter Creek
Jennifer Burns, Clerk of the Board, Amado County Board of Supervisors

Attachments

Amador County Regional Traffic Mitigation Fee Program Annual Status Report for Fiscal Year 2019/20

The purpose of this Annual Report is to document Regional Traffic Mitigation Fee (RTMF) program history, describe project obligations, identify approved expenditures, account for new revenues, and describe new program modifications.

RTMF Program History

In 2006, the County of Amador and all five (5) incorporated cities adopted a Memorandum of Understanding (MOU) with the Amador County Transportation Commission (ACTC) to establish the RTMF program to collect fees on new building construction within Amador County for the purpose of mitigating traffic impacts on the regional roadway system. By statute, these fees can only be spent on a specified list of projects subject to a Nexus Plan that describes the relationship between the ‘project’ and its ‘impact’.

Pursuant to the original 2006 RTMF program agreement, fees collected by the cities and the County were set at a rate of \$283.20 per trip end. In Fiscal Year (FY) 07/08, the cities and County increased the fee (due to inflation) to \$304.00 per trip end. In FY 14/15, the fee schedule was modified again, increasing the Residential trip rate to \$388/trip end and reducing specific high-volume Commercial trip rates to \$167/trip end. The updated MOU, Fee Schedule (Attachment D), and Capital Improvement Program (Attachment C) was approved in FY 15/16 by the County and all five (5) member cities.

Since its inception, the RTMF program has helped to fund construction of seven (7) regionally significant transportation projects, shown below:

1. SR 88/104 (Martell – County)
2. Mission Boulevard (City of Jackson)
3. Court Street/SR 88 (City of Jackson)
4. SR 49/Main Street (City of Jackson)
5. Sutter-Ione Road (City of Sutter Creek)
6. SR 104/Prospect Drive-Bowers Drive (Sutter Creek)
7. SR 49/Main Street Roundabout (City of Plymouth)

In addition, the Program has obligated contributions toward the following projects currently in the planning or project development phase:

8. Sutter Street Extension/SR 49-88 (City of Jackson)
9. Western Ione Roadway Improvement Strategy (WIRIS) – (City of Ione)
10. Argonaut Lane/SR 49-88 (Martell - County)
11. Wicklow Way Extension

The RTMF Oversight Committee (OC) is comprised of one (1) appointed representative from each City and the County. The ACTC also appoints a representative. The OC meets annually to review the prior FY Annual Report, and provide recommendations for any funding, project, or other program adjustments to be considered for adoption by member agencies. In 2014/15, the cities and County agreed to modify the original MOU to state that the ACTC member would be a representative of the County.

Amador County Regional Traffic Mitigation Fee Program
Fiscal Year 19/20 – Annual Report

As required by the MOU, each city and the County submits RTMF revenues to ACTC for deposit into an account solely designated for the RTMF program. In FY 19/20, the RTMF program received revenue from member jurisdictions (including interest earned) totaling **\$492,548**. Those FY 19/20 contributions are shown below:

• Amador County	=	\$ 147,144
• Ione	=	\$ 151,170
• Jackson	=	\$ 134,152
• Sutter Creek	=	\$ 0
• Plymouth	=	\$ 58,200
• Amador City	=	\$ 0

On Attachment A these contributions from member jurisdictions bring fund revenue since program inception to total **\$9,051,275**. Attachment B lists RTMF project revenue, approved expenditures, current obligations, and project status. (The projects shown as “Completed” were constructed with final expenditures recorded prior to FY 14/15.)

The following summary outlines the current status of RTMF-funded projects, current funding obligations, and actions of the RTMF OC through FY 19/20:

SR 104 - Prospect Drive/Bowers Drive Intersection/Realignment

The RTMF OC approved this project with the condition that the Gold Rush Ranch development project would repay the RTMF program for the entire cost of the project - \$1,482,127.

Conditions of Approval for the Gold Rush Ranch development project (City of Sutter Creek) required Gold Rush Ranch to repay the RTMF program for the total cost incurred for the SR 104 - Prospect Drive/Bowers Drive Intersection/Realignment project and to complete additional lane(s) and signalization before the first Gold Rush building permit could be approved. These Conditions mitigated impacts generated by additional traffic from the Gold Rush development pursuant to the Gold Rush Ranch EIR and project approval documents.

The Gold Rush Ranch Tentative Map is now expired. ACTC is in discussions with Sutter Creek representatives to consider appropriate mechanisms for repayment of Prospect Drive/Bowers Drive project costs.

SR 49/Main Street, Plymouth

The RTMF OC recommended \$200,000 to be programmed as a local match for the City of Plymouth’s SR 49/Main Street intersection project. This expenditure has been recorded. The Project was constructed at a cost of \$3.8 million.

Sutter Street Extension, Jackson

In past years, the RTMF OC obligated \$1,300,000 to the Sutter Street Extension project. In 2006, the City of Jackson spent \$387,586 acquiring a key piece of ROW leaving an obligated balance of \$912,414. In FY 08/09, the OC authorized the City of Jackson to initiate project development efforts utilizing the \$912,414 programmed balance.

Remediation efforts by the California Environmental Protection Agency (EPA) and Department of Toxic Substances Control to retrofit the dam at the existing terminus of Sutter Street temporarily suspended project development efforts. In 2015, EPA approved a Phase 2 Removal Action. With the subsequent confirmation of satisfactory restoration of residential properties, EPA cleared the way for development efforts on the Sutter Street Extension project to recommence in 2019.

During this time period, a total of \$175,121 was expended leaving a balance of \$737,294 available for future project development efforts.

Western Ione Roadway Improvement System (WIRIS)

The WIRIS project, identified as mitigation in the Ione General Plan and cited in prior development approvals, received an initial obligation of \$618,975 from the RTMF program. In FY 09/10, at a cost of \$124,185, Dokken Engineering completed a Project Study Report (PSR) selecting a preferred alignment and funding strategy. At that time, the PSR estimated the total cost for the WIRIS to be \$113.4 million.

In FY 09/10, given reduced expectations for funding at the Federal, State, and Local level, the OC recommended continued funding for development of the WIRIS project at a cost not to exceed \$177,000. After work to revise the PSR work was undertaken, that effort was suspended after incurring an additional \$45,000 in expenditures.

During FY 14/15, the City again revised its planning effort to focus on a down-scaled WIRIS project - OC authorized \$131,721 for continued work on the WIRIS project. This effort was to focus on improvements to existing roadway alignments for use as a bypass alternative. In FY 16/17, the City of Ione requested an additional \$80,000 in RTMF funding to prepare the updated WIRIS Project Report. The WIRIS Project Report was completed in FY 17/18 and the City was reimbursed in the amount of \$211,721.

Project alternatives developed by the Report were presented to the Ione Planning Commission and may be presented to the Ione City County for its consideration of formal adoption of a preferred, alternative alignment. The OC agreed not to provide additional RTMF funding until the Ione City Council takes further action on the Project.

Argonaut Lane-SR 49/88 Intersection

In FY 07/08, citing Right of Way and Project Cost constraints, the OC recommended the project development process be suspended.

Wicklow Way Extension

In FY 15/16, the RTMF OC loaned up to 50% of funding from the Sutter Street Extension project to begin preliminary engineering for the Wicklow Way Extension project.

County staff estimated a cost of \$284,500 to prepare a Project Study Report (conduct environmental assessments and initiate preliminary engineering and design) for the Wicklow Way Extension project.

The \$284,500 loan was repaid to the Sutter Street Extension project utilizing subsequent, annual contributions to the RTMF program.

Amador County Regional Traffic Mitigation Fee Program
Fiscal Year 19/20 – Annual Report

SR 88 / Pine Grove Improvements

During FY 17/18, the RTMF OC authorized programming \$1,000,000 in RTMF funding to be commitment to Construction costs for the Pine Grove Improvements project. This funding amount had been previously approved through adoption of the 2015 Amador County Regional Transportation Plan as shown on the attached RTP Tier I / RTMF Project list.

Memorandum of Understanding (MOU) modification – ATTACHMENT F

At its May 3, 2018 meeting, the RTMF OC recommended that the RTMF MOU be modified to designate the agreement as “binding” among participant jurisdictions. This action was taken in response to:

- 1) The City of Ione agreement with a developer resulting in the deferral/loss of \$504,000 to the RTMF program.
- 2) The lack of a formal mechanism to reimburse the RTMF program for costs related to the Bowers Dr/Prospect Dr project in the City of Sutter Creek.

The OC committee intention with the action is to ‘bind’ member jurisdictions to requirements, stated in the MOU under Exhibit D “Administrative Policies and Procedures”, that any recommendations for deferrals, reimbursements, and/or adjustments to RTMF fees be brought before the RTMF OC for review and approval.

No new funding actions or amendments to RTMF policies were approved during FY 19/20.

FY 19/20 RTMF Fund Balance

During FY 19/20, the RTMF program received additional revenue from its member jurisdictions (with interest) totaling \$341,378 (Attachment A). Attachment B shows total remaining unprogrammed fund balance of after accounting for current funding obligations. As of June 30, 2020, **\$1,048,844** is available for programming to eligible RTMF projects.

Attachment C lists current funding commitments toward projects on the RTMF Capital Improvement Program (CIP). (As approved through its adopted Nexus Study, the RTMF program maintains flexibility to fund any of the projects shown on the CIP Tier I listing.)

Attachment D shows the currently-adopted Fee Schedule. Also included with the packet are vicinity maps for RTMF-funded projects.

ATTACHMENT A
Amador County Regional Traffic Mitigation Fee Program
Revenue Report Fiscal Year 2018/19

	Amador County	Jackson Rancheria	Ione	Jackson	Sutter Creek	Plymouth	Amador City	Interest	Totals
Beg Balance	966,381	0	234,921	234,604	427,000	0	0	24,786	1,887,692
02/03 Revenue	81,288	0	8,298	10,823	15,611	0	0	5,879	121,899
03/04 Revenue	293,707	112,614	34,186	58,426	15,084	0	0	17,868	531,885
04/05 Revenue	348,772	0	36,152	158,670	13,450	0	0	38,164	595,208
05/06 Revenue	445,646	0	165,675	77,653	185,473	0	0	67,515	941,962
06/07 Revenue	771,585	0	178,732	89,125	40,023	0	0	102,906	1,182,371
07/08 Revenue	317,795	0	4,410	85,726	5,660	0	0	131,323	544,914
08/09 Revenue	172,115	0	7,811	7,669	0	0	0	94,227	281,822
09/10 Revenue	90,072	0	0	9,413	0	0	0	43,684	143,169
10/11 Revenue	86,601	0	0	15,158	0	0	0	20,905	122,664
11/12 Revenue	48,906	0	3,059	0	0	0	0	12,842	64,807
12/13 Revenue	58,480	0	898	95,097	0	0	0	7,596	162,071
13/14 Revenue	82,050	0	233,707	0	0	0	0	1,610	317,367
14/15 Revenue	104,918	0	10,431	3,042	0	0	0	4,512	122,903
15/16 Revenue	115,085	0	72,692	0	33,440	0	9,120	6,036	236,373
16/17 Revenue	117,269	0	94,390	25,763	16,013	0	0	6,784	260,219
17/18 Revenue	141,586	0	304,527	37,397	14,937	62,080	0	2,496	563,024
18/19 Revenue	87,213	0	262,354	20,852	19,390	85,360	0	3,208	478,377
19/20 Revenue	147,144	0	151,170	134,152	0	58,200	0	1,882	492,548
Total Revenue	\$4,476,614	\$112,614	\$1,803,413	\$1,063,570	\$786,081	\$205,640	\$9,120	\$594,223	\$9,051,275

ATTACHMENT B

Amador County Regional Traffic Mitigation Fee (RTMF) Program Income by Customer / Expenditures-Obligations by Project Summary As of June 30, 2019

Jurisdiction		Revenue	MOU Status
Amador City		\$9,120	Approved
Amador County		\$4,476,614	Approved
Ione		\$1,803,413	Approved
Jackson		\$1,063,570	Approved
Jackson Rancheria		\$112,614	Approved
Plymouth		\$205,640	Approved
Sutter Creek		\$786,081	Approved
Interest		\$594,223	
Total Revenue		<u>\$9,051,275</u>	

Project		Expenditures	Project Status
Prospect Drive-SR 104		\$1,482,127	Completed
Mission Boulevard		\$847,851	Completed
Court Street (Jackson)		\$67,293	Completed
SR 49-Main Street (Jackson)		\$757,000	Completed
Sutter/Ione Road-SR 49 (Sutter Creek)		\$1,200,000	Completed
SR 88-Ridge Road		\$100,967	Completed
Sutter Street Extension		\$587,782	Planning
Ione Bypass PSR I (WIRIS)		\$124,187	Suspended
Ione Bypass PSR II (WIRIS)		\$45,279	Suspended
Ione Bypass PSR III (WIRIS)		\$209,722	Planning
SR 49-Main Street (Plymouth)		\$200,000	Completed
Argonaut Lane-SR 49/88		\$118,642	Suspended
Total Expenses		<u>\$5,740,849</u>	

Obligations	Project		Project Status
	Sutter Street Extension	\$452,794	Planning
	Sutter St. Ext. Loan Repayment	\$284,500	Planning
	Ione WIRIS	\$239,788	Planning
	Wicklow Way Extension	\$284,500	Planning
	SR 88 / Pine Grove Improvements	\$1,000,000	PS&E/ROW
Total Obligations		<u>\$2,261,582</u>	
RTMF Fund Balance		<u><u>\$1,048,844</u></u>	

Attachment C Amador County Regional Transportation Plan

Table 5: Regional Roadway Capital Improvement Program with Multi-Modal Components

Location	Project Description	Time Frame	Cost Est	Revenue					
				STIP		SHOPP	RTMF	RSTP	Other Source (HSIP, ATP, etc.)
				RIP	IIP	Minor			
Tier I: Full Funding Potentially Available within 20 Years									
Plymouth	SR 49/Main St./Shenandoah Rd.: Construct roundabout	2-Year	\$3.8m			\$1.1m	\$200k		\$2.6m
Jackson	SR 88/Sutter Street: Realign & Signalize Intersection	4-Year	\$837k			\$177k			\$660k
County	Ridge Rd./New York Ranch Rd.: Signalize Intersection	4-Year	\$2.2m						\$2.2m
Sutter-C	Ridge Rd./Sutter Hill Rd.: Realign Intersection	4-Year	\$974k						\$974k
County	Shake Ridge Rd.: 6 Turn-outs	2-Year	\$772k						\$772k
Sutter-C	Sutter Creek Bridge: Bridge replacement	2-Year	\$2.7m						\$2.7m
County	Fiddletown Rd.: Bridge/Bridge replacement	6-Year	\$2.8m						\$2.8m
Jackson	SR 49/French Bar: Signalize Intersection	4-Year	\$2m			\$2m			
County	Fiddletown Rd./Shenandoah Rd.: Realign Intersection	3-Year	\$1.9m					\$300k	\$1.6m
SR 88 Pine Grove Corridor Improvement Project (\$39.6m total)									
Pine Grove	PS&E	3 Year	\$1.6m	\$1.6m					
	ROW	5 Year	\$2.7m	\$2.7m					
Sub-total¹:			\$4.3m	\$3.0m					\$4.3m
SR 88 Pine Grove Corridor Improvement Project (\$39.6m total)									
Pine Grove	A. SR 88 Berry St to Hilltop Rd. Rehabilitation and widening of SR 88. Signalize intersections, ped crossing, revise school access, add sidewalks.	(+/-20 year)	\$10.8m	\$10.8m					
Ione	SR 104; E. Main to Elementary School: Sidewalks, bike lanes, school access & safety	10 Year	\$350k						\$350k
SR 49/88 Jackson Corridor Improvement Project (\$33.1m total)									
Jackson	PA&ED	10 Year	\$1.2m	\$1.2m					
	PS&E	10 Year	\$1.4m	\$1.4m					
	A. SR 49/88 from "Jackson Local Collector" to Main St.: Curb ramps & sidewalks	20 Year	\$2.4m						\$2.4m
	C. SR 49/SR 88 Intersection: Widen bridge & add LFL turn pockets, improve ped crossing	20 Year	\$6.4m						\$6.4m
	D. SR 49 from SR 88 to Clinton Rd.: Sidewalks from SR 88 to Schober Ave. & from South Ave Bridge to French Bar, add SB lane & sidewalk from French Bar Rd. to Clinton	20 Year	\$3.8m						\$3.8m
Sutter Street Extension (\$8m total)									
Jackson	A. Connect Sutter Street to Hoffman	(+/-20 year)	\$5.2m						
	B. Hoffman from Sutter Street to Argonaut. Improve to Collector Standards	(+/-20 year)	\$2.8m	\$2.2m			\$3.2m		\$2.6m
Wicklow Way Extension (\$11.6m total)									
County	B. Wicklow Way to Stony Creek: Construct Collector w/ New Development	(+/-20 year)	\$4.2m	\$2m			\$2.2m		
	C. Stony Creek from Argonaut to Wicklow: Improve to Collector Standards	(+/-20 year)	\$2.6m						\$2.6m
County	Shenandoah Rd. @ Bell Rd./PM 3.80: Improve shoulders/drainage, pavement rehab	(+/-20 year)	\$1.3m						\$1.3m
County	Fiddletown Rd. @ PM 9.0: Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	\$1.1m						\$1.1m
County	New York Ranch Corridor: Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	\$731k						\$731k
County	Michigan Bar Rd. Corridor: Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	\$416k						\$416k
County	Latrobe Rd.; Various Locations: Widen roadway & shoulders	+20 year	\$876k	\$676k					
County	Shenandoah Rd.; Various Locations: Widen shoulders, improve drainage, overlay	+20 year	\$937k						\$937k
SR 49 Plymouth Corridor Improvement Project (\$16.6m total)									
Plymouth	PA&ED	20 Year	\$1.3m	\$1.3m					
	C. SR 49/Empire: Intersection & multimodal improvements	20 Year	\$3.5m	\$1.5m			\$2m		
	D. SR 49/Zinfandel Rd.: Intersection & multimodal improvements	20 Year	\$2.6m						\$2.6m
Western Ione Roadway Strategy (\$108.2m)									
Ione	SR 104/Golf Links Dr.: Intersection improvements	20 Year	\$1.5m	\$1.5m					
	A. Construct Collector w/ New Development	20 Year	\$6.9m						\$6.9m
	B. Construct Collector w/ New Development	20 Year	\$6m						\$6m
	C. Upgrade To Collector Standard	20 Year	\$722k						
	D. Upgrade To Collector Standard (bridge)	20 Year	\$629k						
Ione	E. Upgrade To Collector Standard	20 Year	\$2.7m						
	SR 124/Howard Park/Ione Parkway Dr.: Turn Pockets and Intersection improvements	20 Year	\$1.5m	\$1.5m					
County	Latrobe Rd. @ Lorentz Rd.: Curve correction, widen shoulders, overlay	10 Year	\$559k	\$559k					
Drytown	SR 49; SR 16 to Drytown: Widen shoulders, improve ped crossing, safety signage	20 Year	\$250k			\$250k			
Jackson	China Grave Yard Rd.: Widen shoulders, drainage, shoulders, safety signage, overlay	10 Year	\$320k						\$320k
Ione	SR 104; Shakely Ln to Sutter Ln; sidewalks and bike signage	10 Year	\$250k						\$250k
Ione	Shakely Ln; Sidewalks and bike signage	10 Year	\$550k						\$550k
County	SR 16/Latrobe Rd.: Add WB RT turn lane & EB receiving pocket	10 Year	\$750k			\$750k			
Ione	SR 124; E. Main St. to Howard Park: Complete sidewalks & pedestrian crossings	20 Year	\$175k						\$175k
County	SR 88/Buckhorn Ridge Rd.: Widen EB shoulder, correct sight distance	20 Year	\$300k			\$300k			
County	SR 88; Columbia Dr. to Antelope Dr.: Nob Hill curve correction	20 Year	\$2.5m			\$2.5m			
County	SR 49/Bell Rd.: Curve correction, widen shoulders	20 Year	\$200k			\$200k			
County	SR 88/SR 104/Jackson Valley Rd. (E.): Signalize Intersection	(+/-20 year)	\$1.5m			(X)			(X)
Sub-total:				\$24.7m	\$4m	\$10.8m			\$39.6m
Total				\$27.7m	\$4m	\$10.8m	\$300k		\$49.33m
TIER I TOTAL:			\$97.315M						\$97.315M

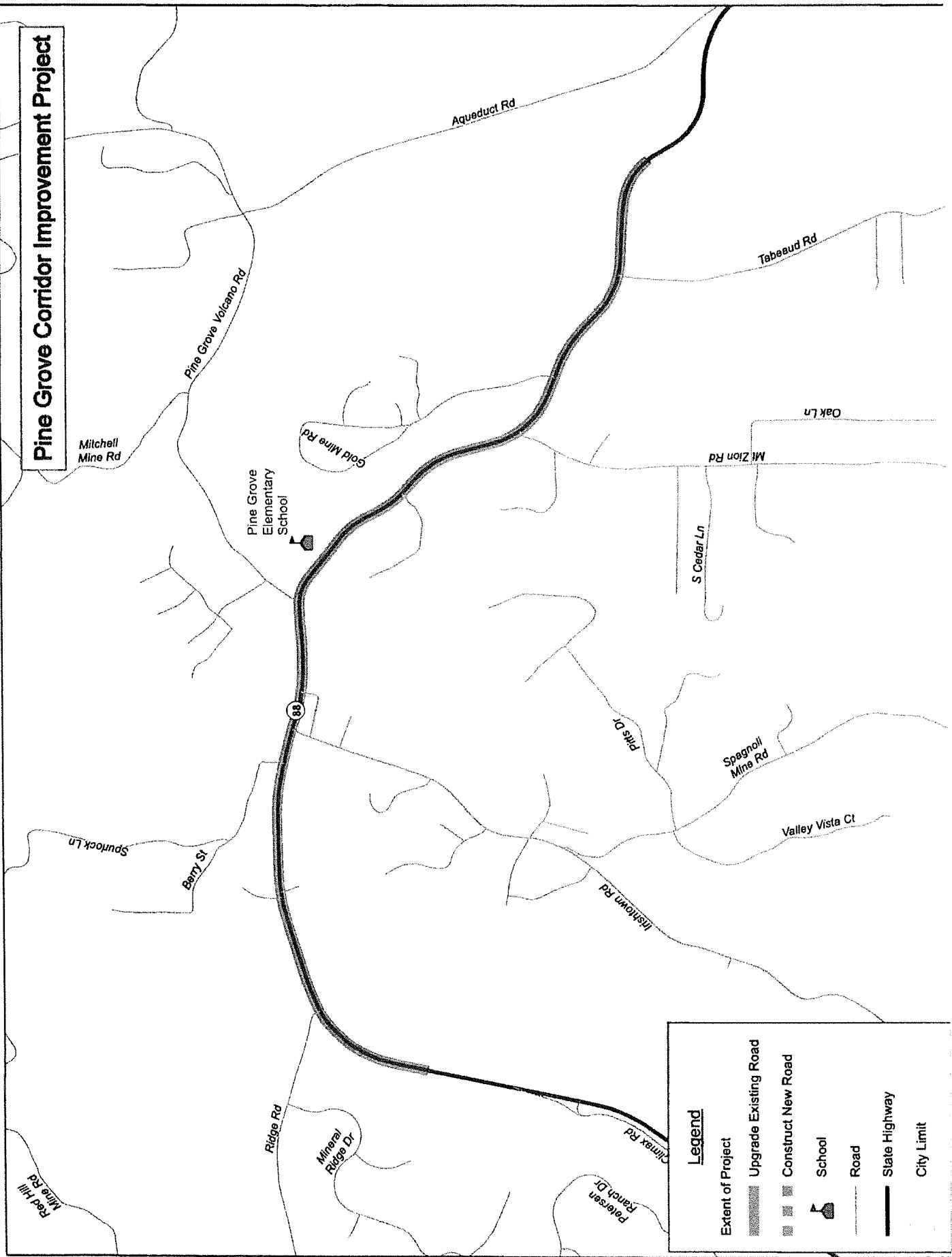
Attachment D

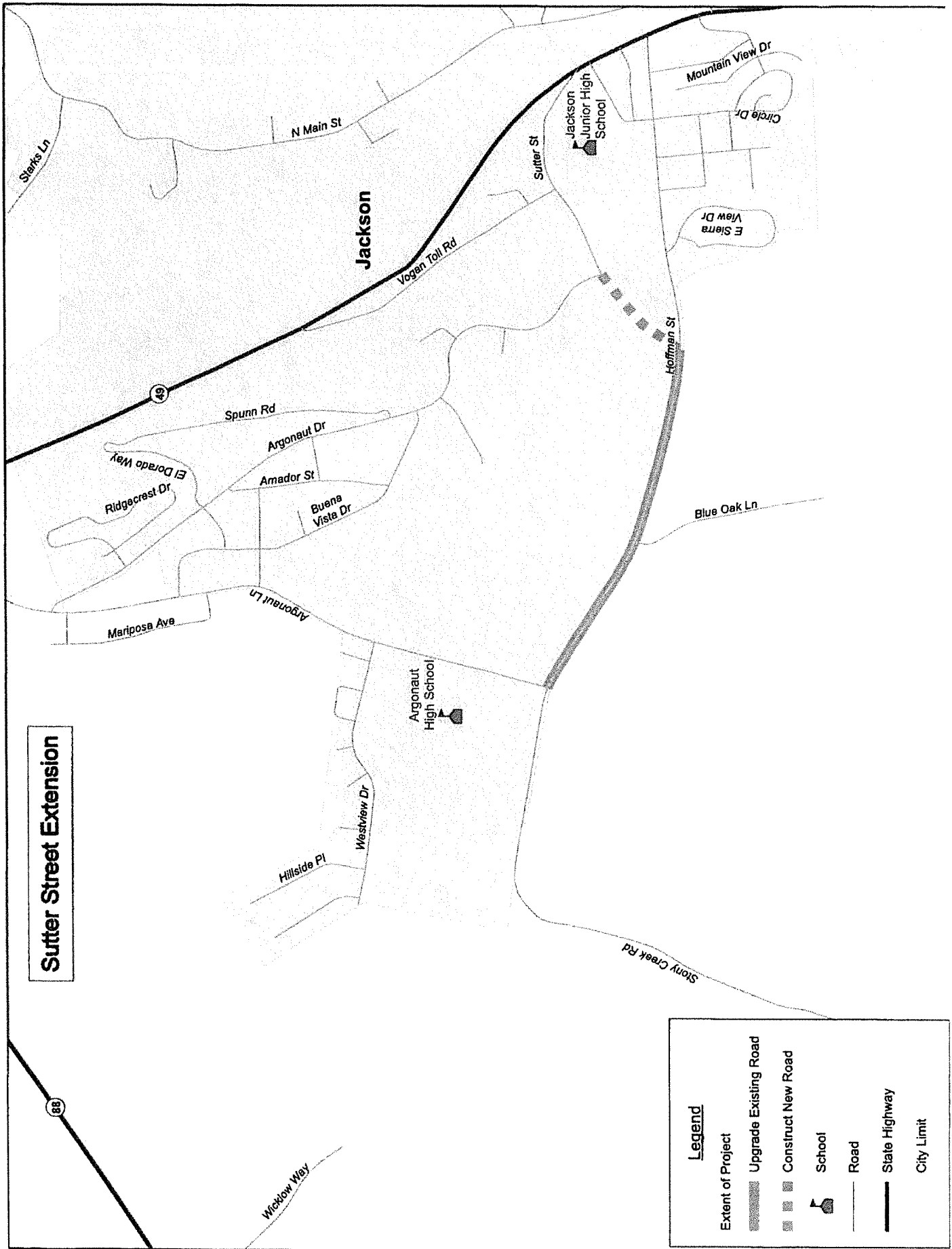
Countywide Regional Traffic Mitigation Fees 2016/17

Residential	Development Project Type	Adjusted Trip Rate	Fee Amount Residential \$388/trip end
Residential	Single Family Detached (Note: D.U. = Dwelling Unit)	10.0/D.U.	\$3,878/D.U.
	Multi-Family Attached Apartments, duplexes or condominiums are charged per dwelling unit without regard to square footage or number of bedrooms.	7.1/D.U.	\$2,753/D.U.
	Mobile Home Park or Subdivision An area or tract of land where more than two spaces are rented or individually owned to accommodate mobile homes. Retirement Community Five or more residential units, enforceably restricted to those 55 or over and designed for the elderly.	4.22/D.U.	\$1,637/D.U.
	Congregate Care Facility Congregate care facilities typically consist of one or more multi-unit buildings designed for elderly living; they may also contain common dining rooms, medical facilities and recreational facilities.	2.15/D.U.	\$834/D.U.
Non-Residential	Development Project Type	Adjusted Trip Rate	Commercial: \$167/Trip End
Retail Commercial	High Volume Retail: Drug Store Department Store Grocery Store Discount Store Mini Mart Automobile Sales Liquor Store Supermarket Laundromat Auto Parts Clothing/Apparel Store Delicatessen Bank Health Fitness Center Record/Video Rental & Sales Hardware Store Pharmacy Specialty Retail Center Small shopping centers that contain a variety of retail shops including apparel; hard goods; and services such as real estate offices, dance studios, florists, and small restaurants Shopping Center May contain Supermarkets, Drug Stores, Banks, Movie Theater and miscellaneous small retail shops.	20/1,000 S.F. (Note: Square Feet of the gross floor area, measured to the nearest square foot; applicable to structures only.)	\$3,344/1,000 S.F.
	Medium Volume Retail: Bakery Automobile Repair Child Care Club Store Dry Cleaner Shoe Store Gift Shop Lumber/Building Supplies Sporting Goods Store Nursery Jewelry Store Stationary Store Photo Store Print Shop (retail) Toy Store Electronics Store Book Store Factory Outlet Center Tire Store Health Food Store	13/1,000 S.F.	\$2,174/1,000 S.F.
	Low Volume Retail: Antique Store Boat/Equipment Repair Shop Appliance Store Furniture Store Gallery Museum Kennel Boat/RV/Mobile Home Sales Clock Store Repair Shop (TV, Radio, Vacuum, etc.) Wine or beer tasting rooms or product retail sales in conjunction with such	1.5/1,000 S.F.	\$251/1,000 S.F.
Food Services	Fast food standalone restaurant on a State highway	161/1,000 S.F.	\$26,919/1,000 S.F.

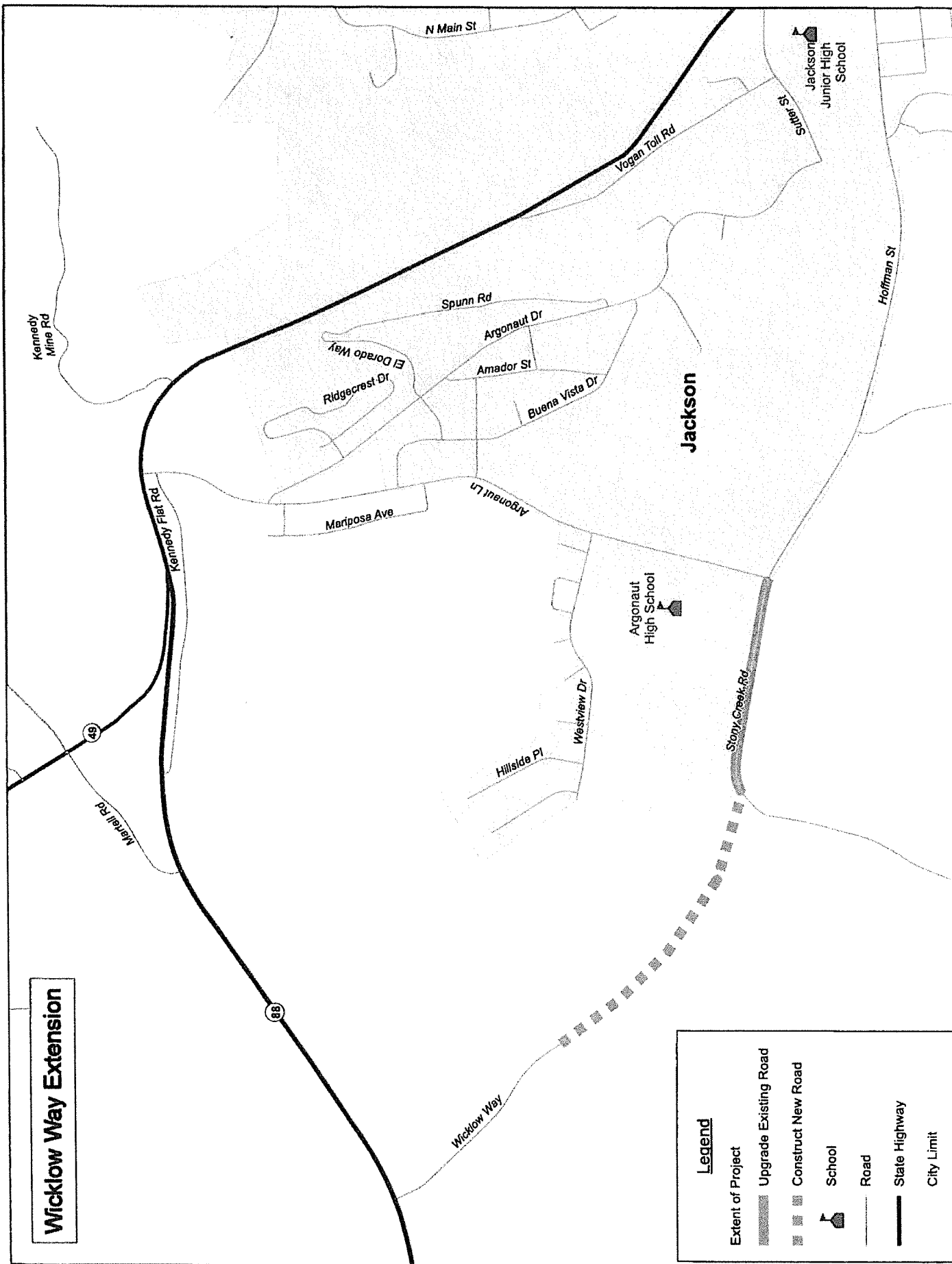
	Fast food drive-through restaurant within a shopping center or community (wherein fast food restaurant is not immediately adjacent to a State highway)	60/1,000 S.F.	\$10,032/1,000 S.F.
	Quality Sit-down Restaurant Drinking Establishment (Bar)	23/1,000 S.F.	\$3,846/1000 S.F.
Specialty Commercial	Gas Station with or without convenience store (Note: The number of fueling spaces is determined by the maximum number of vehicles capable of being fueled simultaneously.)	32/Fueling Space	\$5,350/Fueling Space
	Car Wash / Quick Lube	21/Stall	\$3,511/Stall
	Hotel/Motel/Resort/Bed and Breakfast (Note: Sleeping unit, dwelling unit, rental unit, or other component by which the development is marketed.)	5.2/Unit	\$869/Unit
Medical	Hospital	11.8/Bed	\$3,587/Bed
	Nursing Home / Convalescent Home	2.6/Bed	\$790/Bed
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	30/1,000 S.F.	\$9,120/1,000 S.F.
Non-Residential Category	Development Project Type	Adjusted Trip Rate¹	<u>All Other Non-Residential:</u> \$304/trip end
Office	General Office	11/1,000 S.F.	\$3,344/1,000 S.F.
Industrial	Light, including: Airport/Airstrip Livestock Feedlot/Auction Yard Material Testing Laboratory Meat Packing Facility Printing Plant Electronics Plant	6/1,000 S.F.	\$1,824/1,000 S.F.
	Heavy, including: Auto Wrecking and Junk Yard Foundry and Smelter Lumber Mill Mining Operation Refining Plant	1.5/1,000 S.F.	\$456/1,000 S.F.
	Manufacturing/Assembly/Agricultural Processing Manufacturing or assembly facilities where the primary activity is the conversion of raw materials, products or parts into finished commodities for sale or distribution, including a winery or brewery.	3/1,000 S.F.	\$912/1,000 S.F.
Institutional	Elementary School / Middle School Church or other place of worship	10/1,000 S.F.	\$3,040/1,000 S.F.
	High School	13/1,000 S.F.	\$3,952/1,000 S.F.
Public Utilities	Utilities (Publicly or privately owned) Production, generation, storage, transmission and treatment facilities, mechanical or industrial space, parts and equipment storage, repair areas, and office space in the same project and related to or used for these utility uses.	6/1,000 S.F.	\$1,824/1,000 S.F.
Warehousing/ Storage	Warehouse Facilities primarily devoted to the storage of materials, including wholesale distribution facilities.	5/1,000 S.F.	\$1,520/1,000 S.F.
	Mini-storage Facilities Buildings housing separate storage units or vaults used for storage.	2/1,000 S.F.	\$608/1,000 S.F.
Other	Golf Course	21/Hole	\$6,384/Hole
	Theater (Movie)	6.4/1,000 S.F.	\$1,946/1,000 S.F.
	Theater (Live)	1.5/1,000 S.F.	\$456/1,000 S.F.
	Recreational / Visitor Center	3.1/Parking Space	\$942/Parking Space

Pine Grove Corridor Improvement Project





Wicklow Way Extension



Legend

Extent of Project

Upgrade Existing Road

Construct New Road

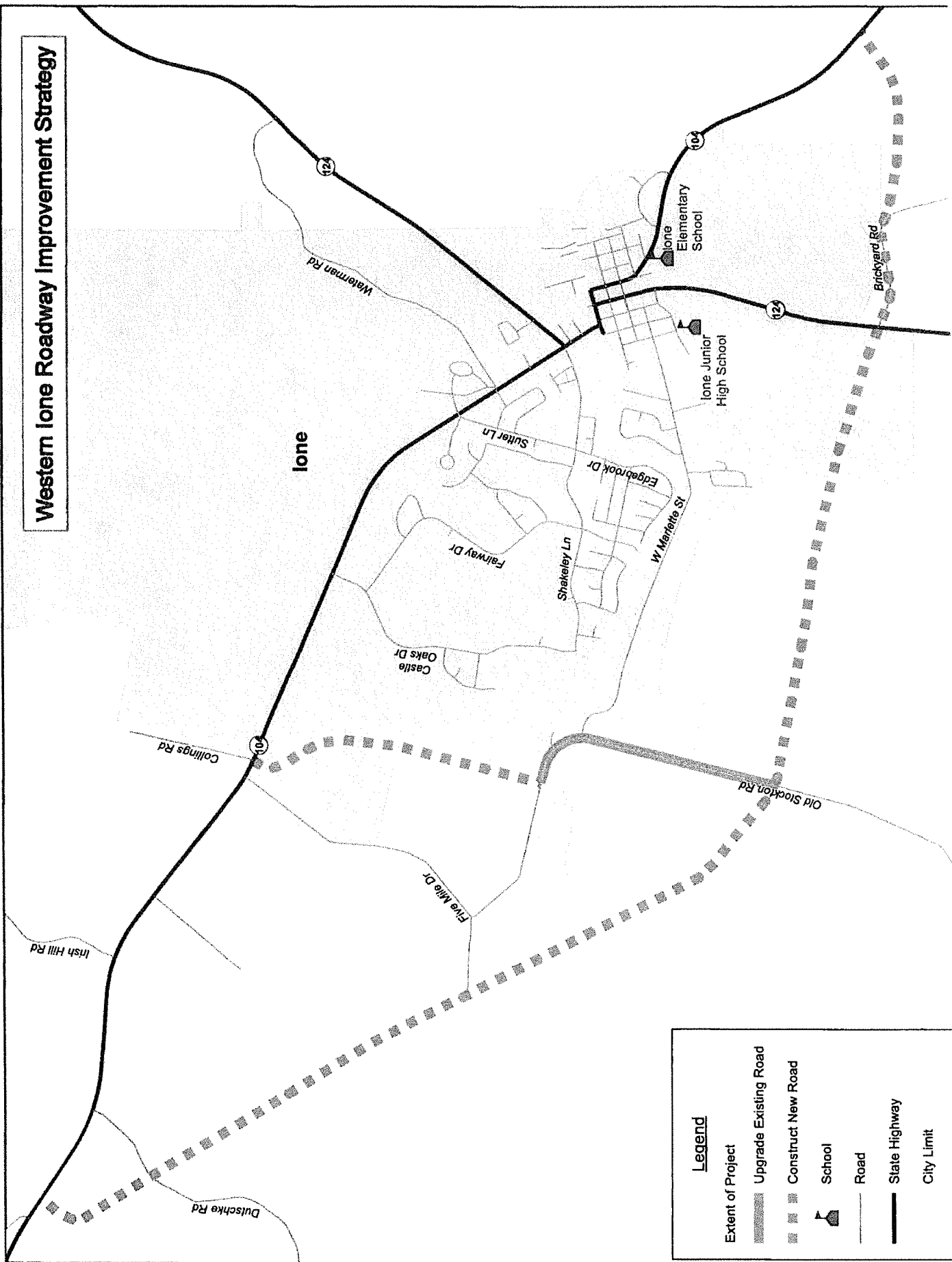
School

Road

State Highway

City Limit

Western Ione Roadway Improvement Strategy



Subject: Committees and Job Descriptions

From: "bruce.smith@amador-city.com" <bruce.smith@amador-city.com>

Date: 1/4/2021, 10:02 AM

To: "city.clerk@amador-city.com" <city.clerk@amador-city.com>



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

Hi Joyce,

Can you please send me a list of all of the committees that there currently are and job descriptions for City Council Members, City Clerk, Treasurer, Sewer (Greg) and Maintenance Staff. I would like to add a few things to the upcoming agenda and wanted to make sure I have all of the correct information ahead of time. Thank you in advance.

Cheers,

Bruce Smith

Council Member Elect

City of Amador City

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority ("CIRA" or "Authority") ("Agreement"), formerly known as the Public Agency Risk Sharing Authority of California ("PARSAC"), is entered into by and among the public entities, hereafter referred to as "Members", each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix "A", attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 ("Effective Date").

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority ("Original JPA Agreement"). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 ("PARSAC Agreement").
2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers' compensation claims.
3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.
4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.
5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.
6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).
7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.
8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

ARTICLE II.
PURPOSE

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III.

PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV.

POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

ARTICLE XI. ADMISSION OF NEW MEMBERS

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

ARTICLE XII. WITHDRAWAL

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII. EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV. TERMINATION AND DISTRIBUTION

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

Who is the other organization that we are merging with?

We are forming a partnership with the Redwood Empire Municipal Insurance Fund (REMIF). REMIF is a pool of 15 cities located throughout five counties in Sonoma, Napa, Lake, Mendocino and Humboldt. REMIF offers self-funded general and auto liability, employment liability, workers' compensation, and health programs. A majority of REMIF members are full-service cities providing police and/or fire services. REMIF's total payroll is \$131 million.

Why are we merging organizations?

The pooling industry has dramatically changed throughout the past decade. Some pools have dissolved due to retirement of key personnel, inability to remain fiscally solvent and have absorbed by larger organizations. The industry has also become very competitive with pools competing for new members in a finite market. Larger organizations may leverage their assets to offer short term rates reductions, programs and services to attract new members; while smaller organizations, such as PARSAC and REMIF, are somewhat vulnerable to these aggressive marketing campaigns.

The merger of our organizations will strengthen the pool. It will lead to long term stability and sustainability as we will be able to spread risks and operating costs to a larger base of members. Bigger is not always better. However, when pooling risks, bigger is generally better as there are more members to share losses. The financial impact due to a series of adverse loss years will be diminished because of our larger size. A larger membership base will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. Finally, it will ultimately result in lower operating costs. Consolidating operations will eliminate redundancies, achieve economies of scale, improve service delivery, and we will be in better position to leverage our larger size for better services, rates and coverage with service providers and excess insurers.

What is the name of the new organization?

The new organization will be the California Intergovernmental Risk Authority (CIRA).

What is the effective date for CIRA?

It is proposed CIRA will begin to provide coverage and services to its members July 1, 2021.

Will my agency have representation on the CIRA Board?

Yes, each member will be represented by one Board Director and one Alternate Director. Each member will have one vote.

What will be the role of the Board?

The duties of the CIRA Board will be very similar to the current PARSAC Board. CIRA Board members will adopt the budget, approve new members, approve dividends and assessments, approve new programs and services, elect officers, etc.

Will the Executive Committee composition remain the same?

No, the Executive Committee will expand from 11 to 13. For the first two election cycles, former REMIF members will occupy at least 5 Committee seats. At least one of these seats will be an officer position (President, Vice President, Treasurer, Auditor Controller). Committee members will be elected to serve a two-year term.

How many Board meeting will there be and where will they be located?

There will be two semiannual Board meetings each year. Although not yet determined, it is very likely Board meeting will continue to be held in Sacramento and will be held in May and December

How long is my agency committed to CIRA membership?

Existing PARSAC and REMIF members must participate for two fiscal years. New CIRA members may withdraw after 5 years.

Will there be any staffing changes?

The staffs of both organizations will be combined. Although there will not be any positions eliminated, job duties and assignments may be reassigned to achieve efficiency and improve service delivery.

What happens to my agency's equity in liability and workers' compensation programs?

PARSAC program equity and assets will not transfer to CIRA. Each organization will retain their respective equity and liability pre-merger. We will continue to determine equity through the retrospective premium adjustment process annually. PARSAC members will determine, independently, how and when pre-merger equity is ultimately returned.

Will my existing claims transfer to CIRA?

No, claims with incident dates prior to the merger (June 30, 2021 or before) will remain with each organization. Each organization will determine, independently, how those claims are concluded.

What will happen to my agency's grant funds?

Grants funds allocated to your agency will remain with you. You may continue to use your grant funds once we become CIRA.

Will there be any change in coverage?

We will continue to offer the same coverages as currently provided, general liability, employment liability, workers' compensation, property, crime/employee dishonesty, special events, etc. We are currently analyzing excess providers for general liability, workers' compensation, and employment liability programs, and exploring alternative property coverage which will provide broader coverage and potentially lower costs. In the coming months, the analysis will be presented to the Transition Committee for review. In addition, REMIF offers a self-funded health program and this will be available to PARSAC members.

How will the merger affect my annual program premium contributions?

We will be allocating fixed costs to more members and this will reduce overall administration costs. Funding rates will be more stable (in the long term) as the predictive value of our loss data become more credible with a larger membership base. The actuary will complete his funding analysis later this year. Although there will be normal contribution adjustments due to changes in members' payroll and loss experience, our goal is to limit rate changes to no more than +/- 10% due to the merger.

Where will the CIRA office be located?

The CIRA office will be based out of our current PARSAC location. REMIF will continue to maintain and provide certain pre-merger programs and services through its Sonoma office, as well as house some CIRA employees. The operating expenses for both buildings relating to CIRA's self-funded and insured programs (liability, workers' compensation, property, etc.) will be allocated to all CIRA members.

Will PARSAC members be able to participate in REMIF's self-funded health program?

Yes, PARSAC members will eligible to participate in this program if they meet all qualifying underwriting standards.

Lines of coverage	PARSAC	REMIF
Liability	✓	✓
Employment Practices Liability	✓	✓
Automobile Liability	✓	✓
Property Damage (3 rd party)	✓	✓
Workers' Compensation	✓	✓
Auto Physical Damage	✓	✓
Public Official Errors and Omissions	✓	✓
Property Damage (for members' property)	✓	✓
Special Events Coverage	✓	✓
Fidelity Bond	✓	✓
Employee Benefits (dental, vision, LTD, life)	✓	✓
Medical benefits (actives, retirees)	⊘	✓

Services Offered	PARSAC	REMIF
Safety Program	✓	✓
Grants	✓	⊘
Consultation and referral services	✓	✓
Customized risk management presentations	✓	⊘
Video and print resource library	✓	⊘
Regional and onsite risk management training	✓	✓
Web-based OSHA safety courses	✓	✓
In person OSHA safety courses	⊘	✓
Web-based employment practices courses	✓	✓
On site risk assessments	✓	✓
Post-accident assistance and mitigation	✓	✓
Operational Best Practices Templates	✓	⊘

Lexipol Fire and LE	✓	✓
Consultation with employment law firms	✓	✓
Liebert Cassidy Whitmore (LCW) Consortium Membership	✓	✓
DMV pull program	✓	⊘
DOT Drug Screening Program	✓	✓
Defensive Driver Training	✓	✓
Pre-employment physicals	⊘	✓

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

The California Intergovernmental Risk Authority ("CIRA" or "the Authority") is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement ("Agreement"). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

**ARTICLE III.
NEW MEMBERS**

Any California public agency that provides municipal services may become a Member of the Authority by agreeing to be bound by the Governing Documents and by complying with all of the following requirements:

- A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;
- B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;
- C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;
- E. Be accepted for membership by a two-thirds vote of the Board of Directors;
- F. Appoint, in writing, a representative to act as Director on the Authority's Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and
- G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member's application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant's most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the

application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

ARTICLE IV. MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;
2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;
3. Providing the Authority with statistical and loss experience and other data as requested.
4. Execution of a membership resolution for each Program in which the Member participates.
5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.
6. Execution of amendments to this Agreement as set forth in Article XV; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.
7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.
8. Use of an Authority-approved third-party claims administrator.
9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

ARTICLE V. GOVERNING BOARD

- A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Member. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to

the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.

- B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.
- C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):
 - 1. Accept a new Member to the Authority (two-thirds vote of the Board);
 - 2. Accept indebtedness (two-thirds vote of the entire Board);
 - 3. Adopt a budget;
 - 4. Amend these Bylaws;
 - 5. Elect and remove Officers;
 - 6. Expel a Member from the Authority (two-thirds vote of the Board);
 - 7. Approve dissolution of Authority (two-thirds vote of the entire Board); and
 - 8. Approve financing costs from one Program to another (Program to Program borrowing) if such financing extends beyond a twelve-month period.
- E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.
- F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.
- G. Every Member is expected to have its Director or alternate attend Board meetings.

- H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)
- I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

ARTICLE VI. OFFICERS

- A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.
- B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.
- C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.
- D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.
- E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.
- F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at

the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.

- H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.
- I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.
- J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.
- K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.
- L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.
- M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is

independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

ARTICLE VII. COMMITTEES

- A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.
- B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.
- C. The Executive Committee shall be composed of thirteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the nine shall be elected by the Board in even numbered years and four (or five, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. All nine shall be elected in the first election following adoption of these Bylaws, with either four or five being designated to serve an initial term of one year until the next election depending on whether the next year is odd or even. For the first two elections after these Bylaws become effective on July 1, 2021, at least five members of the Executive Committee shall be from former members of the Redwood Empire Municipal Insurance Fund. No Member shall be represented by more than one member on the Executive Committee.
- D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.
- E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article V.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members

to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.

- F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.
- G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

ARTICLE VIII. GENERAL MANAGER

- A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority, appointed by the Board and serving at the pleasure of the Board. The General Manager may not be an employee or an officer of a Member.
- B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.
- C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.
- D. The General Manager shall attend all meetings of the Board and Executive Committee

ARTICLE IX. SETTLEMENT OF CLAIMS

- A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.
- B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

**ARTICLE X.
FINANCIAL AUDIT**

- A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.
- B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.
- C. The costs of the audit shall be charged against the operating funds of the Authority.

**ARTICLE XI.
FISCAL YEAR**

- A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

**ARTICLE XII.
BUDGET**

- A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.
- B. The Board shall adopt the annual budget by July 1 of each year.

**ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

- A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.
- C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.
- D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined

by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.

- E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

ARTICLE XIV. PROGRAMS

- A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.
- B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.
- C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.
- D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.
- E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.
- F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.
- G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.
- H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is

determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.

- I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.
- J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.
- K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.
- L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

ARTICLE XV. WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY

- A. Withdrawal from a Program
 - 1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.
 - 2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.

B. Withdrawal from the Authority

1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.
2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.
3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.
4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;
2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;
3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;
4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;

5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

C. Remedies on Default

1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment, canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.
2. Probation of a Member from a Program and/or Authority:
 - a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.
 - b. Notice of such probation shall be in writing and signed by both parties.
 - c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.
3. Expulsion of a Member from the Authority:
 - a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.
 - b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.
 - c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.

D. Cancellation by the Authority of Coverage under a Program:

1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.

2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.
- E. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.
- F. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- G. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

ARTICLE XVII. LEGAL REPRESENTATION

- A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.
- B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

ARTICLE XVIII. EXECUTION OF CONTRACTS

- A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.
- B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

ARTICLE XXIV. EXPENSE REIMBURSEMENT AND INSURANCE

- A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.

- B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

ARTICLE XIX.

NOTICES

- A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.
- B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

ARTICLE XX.

EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY

- A. These Bylaws shall be effective immediately upon the date of adoption.
- B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.
- C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.
- D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

ARTICLE XXI.

POWER OF DESIGNATED PARTY

- A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.

CITY/TOWN OF:

ITEM NO.:

Meeting date:

Submitted by:

Prepared by:

Agenda Title: Discussion and adoption of Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority, which permits the merger of Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund

RECOMMENDED ACTION:

Adopt Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority, which permits the merger or joining of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

BACKGROUND:

Rather than purchase commercial insurance through a commercial insurance carrier, the City/Town of xx participates in an intergovernmental arrangement through which a group of cities and towns (referred to as the members) contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services. That fund is often commonly referred to as a pool. Pools are empowered to exist through the sections of the California Government Code known as joint powers authority (JPA), which allow two or more like entities to pool funds to pay for claims.

Our pool functions as an extension of the City/Town of xx and is governed by a board of directors comprised of members in the pool.

Public entity pools are fundamentally different from conventional insurance. The primary purpose of any public entity pool is to manage and reduce underlying risks to the benefit of public entity members and the public at large. Conventional insurers exist primarily to finance losses, while public pools are collaborating partners that help public entities create, foster, and manage safe environments in order to minimize personal, physical, and property damages and losses.

ANALYSIS:

The Redwood Empire Municipal Insurance Fund (REMIF) is a public entity pool representing 15 small to medium sized cities/towns. It was formed in 1976 with a mission to provide workers' compensation coverage in response to increasing and unaffordable commercial rates. Coverage was expanded in the mid-1980s to include liability coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

The Public Agency Risk Sharing Authority of California (PARSAC) is a public entity pool representing 34 small to medium sized cities/towns and one fire district. It was formed in 1986 with

a mission to provide liability coverage in response to the insurance crisis that eliminated commercial coverage for cities. Coverage was expanded in 1990 to include workers' compensation coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

PARSAC and REMIF provide a pooled liability program, pooled workers' compensation program, and coverage for group purchased property, Board of Directors public officials' errors and omissions, auto physical damage, special events, fidelity bonds, cyber liability and other ancillary benefits.

REMIF has a pooled medical/health program.

Through PARSAC's fiscally conservative approach, their liability and workers' compensation programs are funded in excess of the 90% confidence level.

Both pools focus on managing and maintaining a financially stable risk sharing pool for members, and the board of directors have a conservative funding and investment philosophy. They share a similar philosophy to embrace diverse opinions, have discussions that are constructive and collaborative, encourage participation from the members, balance member interests with those of the pool and work together towards a greater good.

Both pools also share a similar culture in that the pool is member owned, member governed, member driven and exists to serve its members. The organizations are also similar in that they serve small to medium sized cities/towns, and share a similar footprint in Northern California, while PARSAC has presence throughout the State.

A comparison matrix of the lines of coverage and services offered by both pools are attached to this staff report.

Given the similarities between the two agencies, REMIF and PARSAC explored a strategic partnership, which ultimately led to a proposed merger between the two organizations. Rather than one pool merging into the other, the Board of Directors for the pools directed the creation of a new pool (called the California Intergovernmental Risk Sharing Authority or CIRA). There will be great benefits in sharing resources, sharing expenses and drawing on strengths. Benefits also include succession planning, more robust, stable programs, shared training resources, long term program sustainability, and eliminating redundancies. While a merger could have realized savings to the members of both pools, the intent of a merger between PARSAC and REMIF is to have long term stability, sustainability and adding depth and breadth to the agencies, with the singular goal of better serving our members.

After over a year of in-depth analysis of such a merger, the Board of Directors for both pools directed the merger of the organizations, effective 07/01/21, creating a new pool, CIRA. To proceed, the individual members must seek adoption of the CIRA agreements, attached hereto. Council is asked to adopt the CIRA Joint Powers Agreement and Bylaws, and further direct staff to work with the CIRA on steps necessary to complete the merger.

FISCAL IMPACT:

The merger will consolidate the operations and expenses of both pools. CIRA will work towards eliminating redundant expenses which will lower long term operating costs. Consolidating operations will also achieve greater economies of scale, improve service deliver, and CIRA will be in better position to leverage its larger size for better services, rates and coverage with service providers and excess insurers. A larger organization will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. The merged organization will be more fiscally viable and provide greater long term stability and sustainability.

Department Head Approval Date:

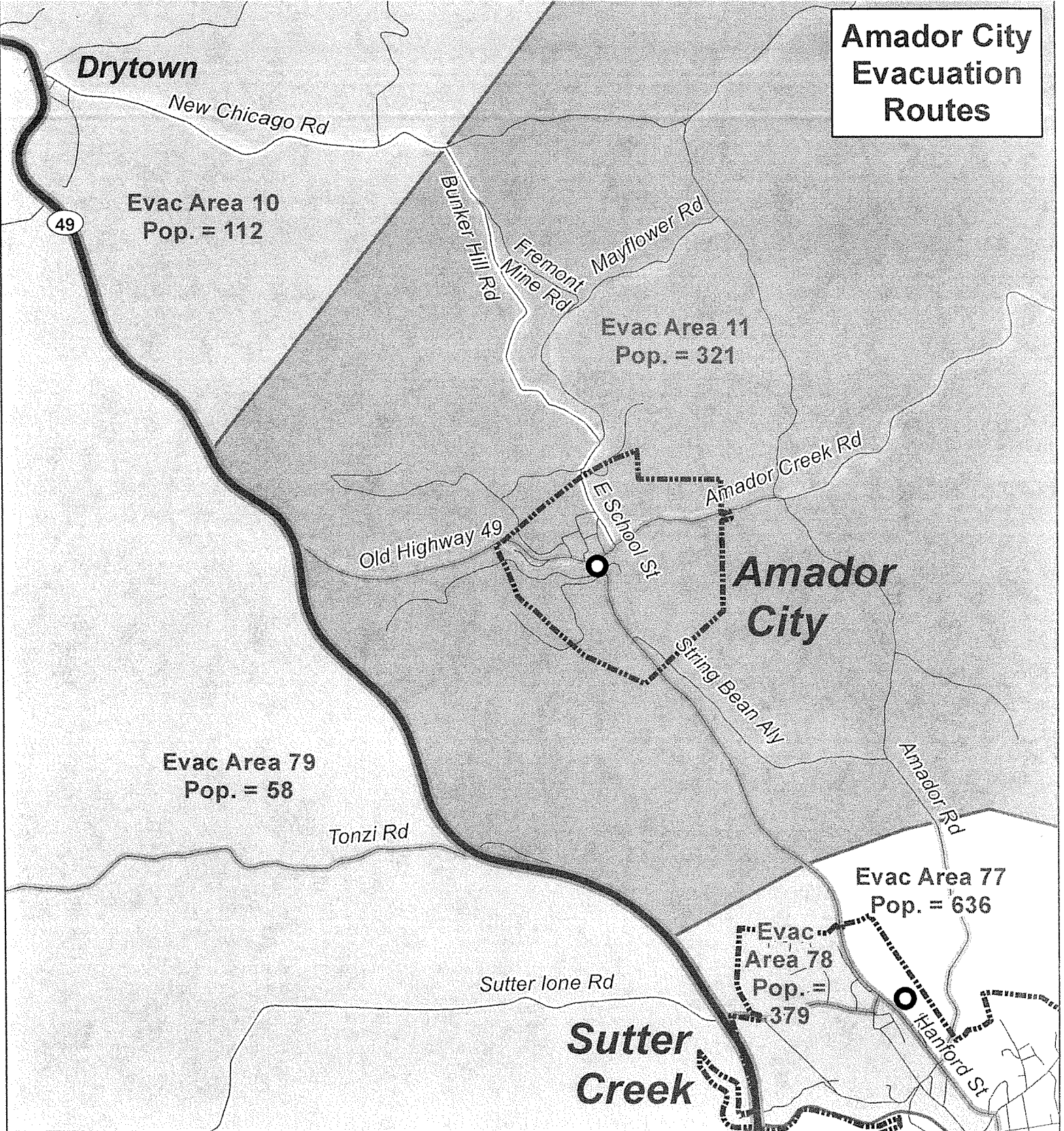
Finance Director Approval Date:

City Attorney Approval Date:

City Manager Approval Date:

Attachments: California Intergovernmental Risk Authority Joint Powers Agreement

Amador City Evacuation Routes



Evacuation Route Status

- Primary
- Alternate
- Not Recommended

Fire Station

Road

Evacuation Highway

Evacuation Area *

Evacuation Routes were developed through a collaboration between AFSC, ACTC, CAL FIRE, ACSO, AFD, JFD, IFD and SCFD.

* Evacuation Areas have similar ingress and egress behavior. Population (2010 Census) in each evacuation area is shown.

The purpose of this map series is to provide an overview of the countywide road system and its ability to serve the evacuation needs of Amador communities. It is not intended to provide detailed directions for a specific evacuation, nor replace the instructions given by emergency response personnel during an actual evacuation.

0 1 Mile

Map Date: June, 2020

Map by C. Engel, ACTC