

AN AGREEMENT AMENDING THE AGREEMENT CREATING A JOINT EXERCISE OF POWERS
AUTHORITY FOR THE PURPOSE OF PLANNING AND OPERATING A
COUNTY-WIDE RECREATION AGENCY

THIS THIRD AMENDED AND RESTATED AGREEMENT (“Agreement”) is entered into this 14th day of February, 2018, by and among the County of Amador, and the cities of Amador City, Jackson, Ione, Plymouth, and Sutter Creek, and the Amador County Unified School District.

WHEREAS, the parties hereto are public entities located in Amador County (“Members”). The Members individually and jointly have the power to enter into this Agreement, participate in the Joint Powers Authority created hereby, and through such Joint Powers Authority plan and operate a County-wide recreation agency as set forth herein; and

WHEREAS, the Members have the need to plan and operate a County-wide recreation agency so as to coordinate, finance, acquire property for, and operate such an agency and intend to do so through the Joint Powers Authority; and

ARTICLE I - AUTHORITY

Section 1.1 Creation of Authority. Pursuant to Articles I and II (commencing with Section 6500) of Chapter 5, Division 7, of Title I of the California Government Code (hereinafter referred to as the Act), there was created by a prior Joint Powers Agreement a public entity known as the “Amador County Recreation Agency” (“ACRA”). ACRA is a public entity separate and apart from the Members and shall administer this Agreement.

ARTICLE II - PURPOSE

Section 2.1 Purpose. The purpose of this Agreement shall be to amend the existing Joint Powers Agreement establishing ACRA. ACRA shall have as a specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefiting the Members and all areas of Amador County. The goal is to maximize recreation opportunities for all the people in all the areas of Amador County. This Agreement amends and supersedes the prior Agreement, which created ACRA and, as amended hereby, continues the existence, work, and operations of ACRA.

ARTICLE III - GOVERNING BOARD

Section 3.1 Governing Board. The Authority shall be governed by a Governing Board which shall consist of eight (8) directors. Two (2) directors shall be members of and appointed by the Board of Supervisors to represent Amador County. Five (5) directors shall be members of and appointed by each of the Member cities city councils. One (1) director shall be a member of and appointed by the Board of Trustees of the Amador County Unified School District. All voting power of ACRA shall reside in the Governing Board.

Section 3.2 Directors Terms. Each director shall serve at the pleasure of the appointing body. Vacancies on the Governing Board shall be filled by the appointing body.

Section 3.3 Compensation. The directors of the Governing Board shall not receive compensation from ACRA but may receive reimbursement for actual expenses for travel and other incidental expenses as may be authorized from time to time by said Governing Board.

Section 3.4 Regular Meetings. The Governing Board shall provide for the time and place of its regular meetings; provided, however, that one regular meeting shall be held each month, unless cancellation is noticed. The date, hour, and place of the holding of regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each Member.

Section 3.5 Minutes. Minutes shall be kept of the meetings of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director and to each Member.

Section 3.6 Quorum. A majority of five (5) directors of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of all directors shall be necessary for the approval of any action of the Governing Board.

Section 3.7 Rules. The Governing Board may adopt from time to time such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes thereof.

Section 3.8 Governing Board and Authority Expansion. Subject to Section 8.3, the Governing Board shall review and recommend to the Members expansion of the Governing Board and/or the Authority's membership once annually, at its March meeting.

ARTICLE IV - OFFICERS, EMPLOYEES, AND ADVISORY BODIES

Section 4.1 Chair, Vice-Chair, and Secretary. At the beginning of each calendar year, the Governing Board shall elect a Chair and Vice Chair and shall appoint a Secretary who may, but need not be a director. The Chair and Vice Chair shall be from different jurisdictions. The officers shall perform the duties normal to said offices; and

(a) The Chair shall sign all contracts on behalf of ACRA and perform such other duties as may be imposed by the Governing Board; and

(b) The Vice Chair shall act, sign contracts and perform all the Chair's duties in the absence of the Chair; and

(c) The Secretary shall countersign all contracts on behalf of ACRA, perform such other duties as may be imposed by the Governing Board, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the provisions of California Government Code Section 6503.5.

Section 4.2 Finances and Fiscal Policy. In enacting this section, ACRA intends to ensure fiscal responsibility and the long-term sustainability of the JPA.

ACRA will annually prepare balanced budgets and sustain a balanced budget. Accounting procedures for the safe guarding of cash and related receipts and disbursements, accounts receivable, accounts payable and

payroll functions will be established in accordance with governmental accounting principles and standards. Internal control policies will reflect ACRA's commitment to providing high quality economical responsive services in furtherance of its mission statement. ACRA staff shall have the duties and obligations set forth in Government Code Sections 6505 and 6505.5. The Governing Board shall be provided with reports on the financial statements and budgets on a regular basis.

An audit will be performed in fiscal year 2017/2018, and a minimum of every other year thereafter. The Governing Board may authorize a financial review for the special district, in accordance with state law.

Section 4.3 Legal Advisor. The County Counsel of Amador County is hereby designated as the legal advisor to ACRA.

Section 4.4 Executive Director. The Governing Board shall appoint an Executive Director to administer ACRA. The Executive Director shall serve at the pleasure of the Governing Board. The Executive Director shall perform such administration and related duties as may be imposed on him/her by the Governing Board. In the absence of any counter-direction from the Governing Board, the Executive Director shall be responsible for the management and control of ACRA and the direction of ACRA employees.

Section 4.5 Technical Advisory Committee. The Governing Board may establish a Technical Advisory Committee (TAC). TAC members shall be appointed by the Cities and County. The City Manager and CAO or designee from each jurisdiction will serve on TAC. TAC shall provide recommendations to the Executive Director for the Governing Board on administration and implementation of the Regional Park Impact Mitigation Fees Program (RPIMF Program) in accordance with California Government Code 66000 et seq, and the adopted RPIMF Program MOU, fee schedule, capital improvement program, nexus plan, and the adopted Policies and Procedures thereof. TAC will provide recommendations to the Governing Board regarding sites, programs, staffing, and other elements of providing and using recreation facilities and programs.

Section 4.6. The Governing Board may establish other advisory committees, as needed.

Section 4.7 Ralph M. Brown Act. All meetings of the Governing Board, Advisory Team, and any other advisory or standing committees shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Section 4.8 Charges For Services. The Board of Supervisors of Amador County shall determine charges to be made against ACRA for the services of County Counsel and other County costs of administering ACRA, such charges not to exceed the actual costs to the County incurred in providing for such services. The charges shall be subject to approval by the Governing Board.

Section 4.9 Bonding Persons Having Access To Property. From time to time, the Governing Board shall designate the public officers or persons, having charge of handling or having access to any property of ACRA and the respective amounts of the official bonds of the Treasurer and Auditor-Controller and such other persons pursuant to Section 6505.1 of the Act. California Government Code 1481, however, allows for a crime insurance policy to be purchased in lieu of individual bonds for public officers.

Section 4.10 Changing Officers and Team Members. The Governing Board may change the Treasurer,

Auditor-Controller, legal advisor, and Advisory Team at any time.

Section 4.11 Other Employees. The Governing Board shall have the power to appoint and employ such other officers, employees, consultants, advisors, and independent contractors as may be necessary for ACRA's purposes.

Section 4.12 Contract Employees. ACRA may contract with any Member, entity, or person to provide employees or services necessary to operate ACRA.

ARTICLE V - POWERS

Section 5.1 General Powers. ACRA, as created by this Agreement, shall exercise in the manner hereafter provided the powers, and only the powers, of providing public recreation common to all of the Members and necessary to the accomplishment of the purposes of the Agreement. ACRA shall have the power to plan, finance, acquire, construct, manage, and operate recreation programs and facilities in Amador County.

Section 5.2 Specific Powers. ACRA is hereby authorized in its own name to do all the acts necessary for the exercise of the foregoing general powers to further the purposes of this Agreement, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, dispose of, construct, manage, maintain or operate any real or personal property, or improvements;
- (d) to sue and be sued in its own name;
- (e) to incur debts, liabilities or obligations;
- (f) to apply for, accept, receive, and disburse grants, loans and other aid from any agency of the United States of America or the State of California;
- (g) to invest any money in the treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of ACRA as the Governing Board determines is advisable in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code;
- (h) to make rules and regulations appropriate to ACRA's operation; and
- (i) to carry out and enforce all of the provisions of this Agreement.

Section 5.3 Limitation. Except as otherwise authorized or permitted by law and for purposes of, and to the extent required by Section 6509 of the California Government Code, ACRA is subject to the restrictions upon the manner of exercising the powers applicable to Amador County.

ARTICLE VI - MEMBERSHIP FEES

Section 6.1. Payment of Membership Fees. Each Member jurisdiction, in signing this Amendment, agrees to pay Membership Fees determined by the current population within that jurisdiction. Each Member jurisdiction will pay a minimum of \$5.00 per person per year, with the exception of the Amador County School District, whose fees are waived in lieu of the use of school facilities. Membership Fees will be reviewed annually and may

be changed by Resolution of the ACRA Board and implemented upon the approval of each Member jurisdiction.

Section 6.2. Annual Inflationary Adjustment of Fees. The ACRA Board shall review and make recommendations for annual adjustments to increase or decrease the Membership Fees based upon inflation and budgetary considerations.

Section 6.3. Non-payment. Should non-payment of Membership Fees occur, the Governing Board shall convene a hearing to determine the reason for non-payment by the non-paying member. The non-payment of Membership Fees may result in the termination of Membership sixty (60) days after invoicing.

ARTICLE VII - COSTS

Section 7.1 Annual Budget. The Governing Board shall annually adopt a budget for ACRA prior to July 1 of each fiscal year, which shall begin on July 1.

Section 7.2 Records of Accounts. ACRA shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, maintaining capital reserves, operation and maintenance, and all financial transactions of ACRA. Said books of account shall be open to inspection at all times by any representative of any of the Members, or by any accountant or other person authorized by any Member to inspect said books of account.

ARTICLE VIII - TERMINATION

Section 8.1 Term. This Agreement shall be effective on the date of its execution by the last of the Members and shall be effective on said date and shall continue until terminated by a majority of the Members.

Section 8.2 Disposition of Assets. Upon the termination of this Agreement, and after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, all surplus money of ACRA shall be returned in proportion to the funds furnished by the respective Members. Distribution of personal property assets of ACRA may be made in kind, or the assets may be distributed to Members in the same manner as any cash. To the extent feasible, any real property owned by ACRA shall be distributed to Members in a manner that will best ensure that the recreational activities associated with these properties remain available to the residents of Amador County. Prior to, or upon termination of this Agreement, Members shall meet and confer in good faith regarding the proper disposition of any real property owned by ACRA consistent with the provisions of this Section.

ARTICLE IX-- LIABILITY, INDEMNIFICATION AND INSURANCE

Section 9.1 ACRA Liability and Indemnification. The debts, liabilities, contracts, and obligations of ACRA shall be the debts, liabilities, contracts, and obligations of ACRA only and not of any Member Agency or Entity. Each Member is independent of every other Member and of ACRA and not the agent of any Member or of ACRA. ACRA shall indemnify, defend, and hold harmless each of the Members and their authorized officers, employees, agents, and volunteers from any and all claims, demands, suits, causes of action, liability, judgments,

damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from ACRA's acts, errors, or omissions and for any costs or expenses incurred by any Member on account of any claim therefor, except where such indemnification is prohibited by law.

Section 9.2 Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as required in Section 8.1, herein, each Member agrees to indemnify, defend, and hold harmless Members, including without limitation, its officers, agents, directors, employees and representatives from and against any and all from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 9.3 Insurance. ACRA shall provide for insurance covering liability exposure in an amount as the Governing Board determines necessary to cover risks of activities of ACRA.

Section 9.4 Third Party Beneficiaries. This Agreement and the obligations hereto are not intended to benefit any other party other than its Members, except as expressly provided herein. Only the signatories to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that Member's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1 Notices. Notices hereunder shall be deemed sufficient if delivered to:

County of Amador
County Administrative Officer
810 Court Street
Jackson, CA 95642

City of Amador City
City Clerk
P.O. Box 200
Amador City, CA 95601

City of Jackson
City Manager
33 Broadway
Jackson, CA 95642

City of Sutter Creek
City Manager
P.O. Box 366
Sutter Creek, CA 95685

City of Ione
City Manager
P.O. Box 398
Ione, CA 95640

City of Plymouth
City Manager
P.O. Box 429
Plymouth, CA 95669

Amador County Unified School District
District Superintendent
217 Rex Ave.
Jackson, CA 95642

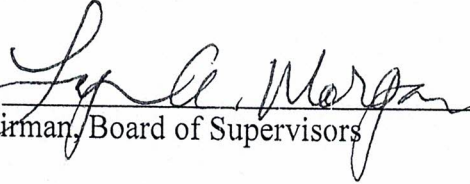
Section 10.2 Termination of Participation by Members. At any time during the term hereof, any Member or Members may terminate their participation in ACRA by giving 60 days' written notice thereof to ACRA and to the other Members. ACRA shall continue unless a majority of the Members forming ACRA have terminated their participation.

Section 10.3 Addition of Members. Additional public entities within Amador County may be added by amendment to this Agreement approved by a majority of the Members hereof acting through their legislative bodies; provided, however, that any new Member shall have the power to provide public recreation services; and provided further that the number of directors shall not change unless also approved by a majority of the Members.

Section 10.4 Term of this Agreement. The term of this Agreement is set for three years after approval by all members, or upon such time as the Governing Board determines that modifications to this agreement be made. During the third year of this agreement, or sooner, the governing board will review this agreement for possible additional amendments. Absent any action by the Governing Board, this Agreement will remain and continue.

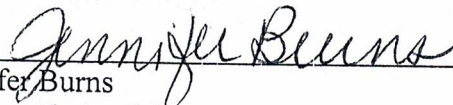
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

COUNTY OF AMADOR

By: 
Chairman, Board of Supervisors

Dated: 5/17/18

ATTEST:

By: 
Jennifer Burns
County Clerk of the Board
Amador County

Dated: 5/17/18

APPROVED AS TO FORM:

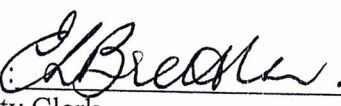
By: 
County Counsel

Dated: 5/17/18

CITY OF JACKSON


By: 
Mayor

Dated: 8/7/18

By: 
City Clerk

Dated: 8/7/18

APPROVED AS TO FORM:

By: 
City Attorney

Dated: 8/13/18

CITY OF SUTTER CREEK

By: [Signature]
Mayor

Dated: 5/21/18

By: [Signature]
City Clerk

Dated: 5/22/18

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Dated: 5/22/18

CITY OF IONE

By: [Signature]
Mayor

Dated: 5-15-18

By: [Signature]
City Clerk

Dated: 5-15-18

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Dated: 5/15/18

CITY OF AMADOR CITY

By: [Signature]
Mayor
Vice Mayor

Dated: 9/6/18

By: Joyce Donahoe
City Clerk

Dated: 9/6/18

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Dated: 5-20-2018

CITY OF PLYMOUTH

By: [Signature]
Mayor

Dated: 5/25/18

By: Alonia Stoddard
City Clerk

Dated: 5/25/18

APPROVED AS TO FORM:

By: Katherine Cook
City Attorney

Dated: 5/31/18

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: A. Slavensky
Superintendent of Schools

Dated: 6/27/18

ATTEST:

By: Kate Thompson
Clerk

Dated: 8/14/18

APPROVED AS TO FORM:

By: [Signature]
District Counsel

Dated: 8/6/18