

**RESOLUTION NO. 2003-01**

RESOLVED by the Board of Directors of the Volcano Community Services District (VCSD) that the VCSD will act as the governmental host for the Upcountry recreation Organization (URO), for the purpose of advancing the recreational interests of Volcano and other upcountry regions of Amador County and obtaining upcountry representation on the Amador County Recreation Area Joint Powers Authority.

Authorized Signature Meg Gottstein  
Meg Gottstein, Chair

Clerk/Secretary Sharon Owens  
Sharon Owens

MEMORANDUM OF UNDERSTANDING

Volcano Community Service District  
And  
Upcountry Recreation Organization  
5/2/03

This Memorandum of Understanding represents an agreement between **Volcano Community Service District** the hosting agent, hereinafter referred to as **VCSD** and the **Upcountry Recreation Organization** hereinafter referred to as **URO**. The purpose of this agreement is to clarify and define the respective roles and responsibilities between these two collaborative organizations.

**VCSD agrees to:**

- 1. Become the hosting agency for the URO allowing them a director's position with the Park and Recreation Joint Powers Authority for the purpose of planning and operating a county-wide recreation agency in Amador County.
- 2. Appoint and support a member of the URO to sit as director on said Joint Powers of Authority (JPA) board.
- 3. Approve and sign the March 18<sup>th</sup> amended draft of the Park and Recreation Joint Powers Authority (JPA) agreement.

**URO agrees to:**

- 1. Never hold the VCSD to any fiscal obligation or potential liability(s) as a result or related to decisions and/or activities of the URO.
- 2. Attend monthly meetings and support VCSD efforts as possible keeping them fully informed of progress and activities of the URO and the Park and Recreation Joint Powers Authority (JPA).
- 3. Provide VCSD with a suggested JPA director based upon URO agreed criteria.
- 4. Represent the VCSD at the highest level in all activities and service with the County of Amador.

The term of this Memorandum of Understanding shall be ongoing and shall be reviewed at a time agreeable to both parties and extended upon approval of both parties. The MOU may be modified or canceled by either party upon a 30-day written notice to the other. The notice of termination shall specify the grounds for termination.

Volcano Community Service District

Mel Gottstein  
Residing Official/President

5/9/03  
Date

Upcountry Recreation Organization

[Signature]  
Representative(s)

5/15/03  
Date

CHANGES APPROVED BY BOARD 3/18/03

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

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2003 by and among the County of Amador, the cities of Amador City, Jackson, Ione, Plymouth, and Sutter Creek, the Volcano Community Services District, 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.

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 is hereby created 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 establish ACRA. ACRA shall have as a specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefitting 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.

ARTICLE III - GOVERNING BOARD

Section 3.1

Governing Board. The Authority shall be governed by a Governing Board which shall consist of seven (7) directors. Two (2) directors shall be members of and appointed by the Board of supervisors. One (1) ~~Two (2)~~ directors shall be a ~~a~~ members of and appointed by the Board of Trustees of the Amador County Unified School District. Three directors shall be

members of the Member cities\* city councils appointed by the Amador County City Select Committee. One (1) director shall be appointed by the Volcano Community Services District but need not be a member of the governing board thereof. 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 at least one regular meeting shall be held each month. 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. The Secretary of the Authority shall keep minutes 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 three 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.

#### 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 Members. 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 Treasurer and Auditor-Controller. The Treasurer-Tax Collector of Amador County is hereby designated as the Treasurer of ACRA and as the depository to have custody of all of the money of ACRA from whatever source. The Auditor-Controller of Amador County is hereby designated as the Auditor-Controller of ACRA. The Treasurer and the Auditor-Controller shall have the duties and obligations set forth in Government Code Sections 6505 and 6505.5 and shall assure that there shall be strict accountability of all Authority funds and shall report all receipts and disbursements of ACRA.

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

Section 4.4 Executive Officer. The Governing Board shall appoint an Executive Officer to administer ACRA. The Executive Officer shall serve at the pleasure of the Governing Board. The Executive Officer 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 Officer shall be responsible for report directly to and take direction from the Administrative Council as to the management and control of ACRA and the direction of ACRA employees.

~~Section 4.5 Administrative Council. The Administrative Council shall consist of the County Administrative Officer, the Superintendent of Schools, the city managers of Jackson, Ione, and Sutter Creek, and a city council member of Amador City and Plymouth who are not directors. The Administrative Council shall plan for and perform all acts which are necessary for the administration of ACRA's programs and budgeting. Duties may include:~~

~~(a) To manage and schedule the use of ACRA facilities.~~

~~(b) To advise the Governing Board on all matters relating to the Governing Board's powers.~~

~~(c) To advise the Executive Officer on all matters relating to the Executive Officer's powers.~~

~~(d) To coordinate budget administration and personnel administration with the Governing Board and the Executive Officer.~~

Section 4.56 Advisory Team. The Governing Board shall appoint an ACRA Advisory Team. The Advisory Team shall be comprised of those people in the private or public sector of Amador County who have an interest in recreation, either as users or as providers. In its appointment of the Advisory Team, the Governing Board shall use its best efforts to appoint

a member or members from each of the following areas: Pioneer, Pine Grove, Volcano, Buckhorn, River Pines, Fiddletown, Camanche, Ione, Plymouth, Sutter Creek, Jackson, Amador City, and Drytown. The Advisory team shall provide advice and recommendations to the Governing Board and ~~Administrative Council~~ regarding sites, programs, staffing, transportation, and other elements of providing and using recreation facilities and programs. It is the intent of this provision that the widest range of recreation users/consumers in Amador County have access to and representation on the Advisory Team.

Section 4.67 ~~Ralph M. Brown Act~~. All meetings of the Governing Board, ~~Administrative Council~~, 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 4.78 ~~Charges For Services~~. The Board of Supervisors of Amador County shall determine charges to be made against ACRA for the services of the Treasurer-Tax Collector, Auditor-Controller, and 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 4.89 Bonding Persons Having Access To Property. From time to time, the Governing Board shall designate the public officers or persons, in addition or as alternatives to the Treasurer and Auditor-Controller, 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.

Section 4.910 ~~Changing Officers and Team Members~~. The Governing Board may change the Treasurer, Auditor-Controller, legal advisor, ~~the Administrative Council~~, and Advisory Team at any time.

Section 4.1011 ~~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 4.1112 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; provided, however, that such powers shall be limited in the first fiscal year or until otherwise agreed upon by all of the Members to recreation planning and organizing ACRA as set forth in Section 5.4 hereof.

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 Liability of ACRA Not the Liability of Members. The debts, liabilities, contracts, and obligations of ACRA shall be the debts, liabilities, contracts, and obligations of ACRA only and not of any Member.

Section 5.4 Initial Operations. The Members agree that until all of the Members agree otherwise, ACRA shall limit its activities to organizing itself, developing a long range plan for ACRA's future role and method of its providing recreation programs and opportunities in Amador County, and seeking recreation grants for the Members. Until such a plan for ACRA is developed and the initial facilities, funding, and staffing are agreed upon by the Members ACRA shall not put into operation any ACRA recreation programs or acquire any property therefor.

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. Amador County shall fund the administrative expenses of ACRA for its first fiscal year provided that its Board of Supervisors approves those expenses in the County\*s 2003-2004 budget.

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.

Section 7.3 Allocation of Expenses. During fiscal year 2003-2004, ACRA\*s Members shall amend this Agreement to set forth a method of allocating ACRA\*s expenses among the Members.

ARTICLE IX - TERMINATION

Section 9.1

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 9.2 Disposition of Assets. On the termination of this Agreement, all surplus money of ACRA shall be returned in proportion to the funds furnished by the respective members.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1

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

County of Amador

County Administrative Officer

John C. Begovich Building

500 Argonaut Lane

Jackson, CA 95642

Amador County Unified School District

District Superintendent



217 Rex Ave.

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 Clerk

P.O. Box 805

Plymouth, Ca 95669

Volcano Community Services District

Clerk

P.O. Box 72

Volcano, CA 95689

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 as set forth in Section 9.1 hereof.

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.

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

COUNTY OF AMADOR

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

County Clerk of the Board

Amador County

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

County Counsel

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Superintendent of Schools

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

District Counsel

CITY OF JACKSON

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

CITY OF SUTTER CREEK

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

CITY OF IONE

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

District Counsel

CITY OF JACKSON

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

CITY OF SUTTER CREEK

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

CITY OF IONE

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

CITY OF PLYMOUTH

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Clerk/City Attorney

CITY OF AMADOR CITY

By: \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

VOLCANO COMMUNITY SERVICES DISTRICT

By: Meg Gottstein Dated: 5/9/03

By: Thomas R Owens Dated: 5/11/03

Clerk