



AGENDA

CITY OF CITRUS HEIGHTS CITY COUNCIL

OCTOBER 22, 2020

6:00 PM SPECIAL MEETING

7:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

PLEASE NOTE: In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically. The meeting will be held via webcast with **NO PHYSICAL LOCATION FOR PUBLIC ATTENDANCE.**

PLEASE SEE BELOW FOR ZOOM MEETING INFORMATION

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Alternatively, members of the public can view the City Council meeting live webcast at <https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts>.

If you need a disability-related modification or accommodation, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, cityclerk@citrusheights.net, or City Hall 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

Zoom Meeting Link:

Regular Meeting 7:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting. Webinar link:

[HTTPS://US02WEB.ZOOM.US/WEBINAR/REGISTER/WN_9JXN94Z8RVKNRWFWUVP_LG](https://us02web.zoom.us/join/9JXN94Z8RVKNRWFWUVP_LG)

October 22, 2020 Agenda Packet (PDF)

Documents:

[10-22-20 AGENDA PACKET.PDF](#)

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey

PUBLIC COMMENT

CLOSED SESSION

2. Public Employee Performance Evaluation
Title: City Manager
Pursuant to Government Code Section 54957

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Presentation On The Annual Holiday Referral Program
5. Capital Improvements Projects Update

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

6. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meeting October 8, 2020
7. SUBJECT: Resolution Authorizing Application For Green Means Go Program
STAFF REPORT: C. McDuffee / C. Kempenaar
RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing Application for the Green Means Go Program
8. SUBJECT: Joint Powers Agreement And Bylaws For California Intergovernmental Risk Authority – Merger Of Public Agency Risk Sharing Authority Of California And The Redwood Empire Municipal Insurance Fund
STAFF REPORT: R. Rivera / A. Van
RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Adopting the Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority

PUBLIC HEARINGS

9. SUBJECT: Final Allocation Of Federal 2021 Community Development Block Grant (CDBG) Funds And Action Plan
STAFF REPORT: C. McDuffee / S. Cotter / N. Piva
RECOMMENDATION: The Following is Recommended:
 - a. Hear public testimony on the Final 2021 Community Development Block Grant Fund Allocation and Action Plan

b. Adopt Resolution No. 2020-____, a Resolution Approving the 2021 Community Development Block Grant (CDBG) Action Plan and Authorizing the City Manager or Designee to Execute all Contracts Necessary to Implement the 2021 CDBG Action Plan

REGULAR CALENDAR

10. SUBJECT: Amendment To Chapter 94, Article III, Division 2, Section 106 Of The Citrus Heights Municipal Code To Include Updates To Speed Limits
STAFF REPORT: L. Blomquist / S. Gualco
RECOMMENDATION: Introduce, Read by Title Only and Waive the First Reading of Ordinance No. 2020-____, an Ordinance of the City Council of the City of Citrus Heights, California, Amending Chapter 94 of the Citrus Heights Municipal Code Related to Speed Zones

DEPARTMENT REPORTS

11. SUBJECT: Update On The Regional Housing Needs Assessment Process
DEPARTMENT: Community Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, October 22, 2020
Special Meeting 6:00 p.m.
Regular Meeting 7:00 p.m.**

PLEASE NOTE: In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically. The meeting will be held via webcast with **NO PHYSICAL LOCATION FOR PUBLIC ATTENDANCE.**

Regular Meeting 7:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting. Webinar link:

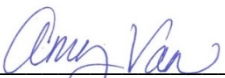
https://us02web.zoom.us/webinar/register/WN_9jxN94z8RVKnrwfwUvp_Lg

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Alternatively, members of the public can view the City Council meeting live webcast at <https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts>.

If you need a disability-related modification or accommodation, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, cityclerk@citrusheights.net, or City Hall 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

October 16, 2020



Amy Van, City Clerk

SPECIAL MEETING 6:00 PM
--

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey

PUBLIC COMMENT

CLOSED SESSION

2. Public Employee Performance Evaluation
Title: City Manager
Pursuant to Government Code Section 54957

ADJOURNMENT

REGULAR MEETING 7:00 PM
--

CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Presentation on the Annual Holiday Referral Program
5. Capital Improvements Projects Update

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action are requested by a Council Member.

6. **SUBJECT:** Approval of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meeting October 8, 2020
7. **SUBJECT:** Resolution Authorizing Application for Green Means Go Program
STAFF REPORT: C. McDuffee / C. Kempenaar
RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing Application for the Green Means Go Program
8. **SUBJECT:** Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority – Merger of Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund
STAFF REPORT: R. Rivera / A. Van
RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Adopting the Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority

PUBLIC HEARING

9. **SUBJECT:** Final Allocation of Federal 2021 Community Development Block Grant (CDBG) Funds and Action Plan
STAFF REPORT: C. McDuffee / S. Cotter / N. Piva
RECOMMENDATION: The Following is Recommended:
 - a. Hear public testimony on the Final 2021 Community Development Block Grant Fund Allocation and Action Plan
 - b. Adopt Resolution No. 2020-____, a Resolution Approving the 2021 Community Development Block Grant (CDBG) Action Plan and Authorizing the City Manager or Designee to Execute all Contracts Necessary to Implement the 2021 CDBG Action Plan

REGULAR CALENDAR

10. **SUBJECT:** Amendment to Chapter 94, Article III, Division 2, Section 106 of the Citrus Heights Municipal Code to Include Updates to Speed Limits
STAFF REPORT: L. Blomquist / S. Gualco
RECOMMENDATION: Introduce, Read by Title Only and Waive the First Reading of Ordinance No. 2020-____, an Ordinance of the City Council of the City of Citrus Heights, California, Amending Chapter 94 of the Citrus Heights Municipal Code Related to Speed Zones

DEPARTMENT REPORTS

11. **SUBJECT:** Update on the Regional Housing Needs Assessment Process
DEPARTMENT: Community Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT

CITY OF CITRUS HEIGHTS
JOINT CITY COUNCIL AND SUCCESSOR HOUSING AGENCY
MINUTES
Regular Meeting of Thursday, October 8, 2020
Virtually from the City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA

CALL REGULAR MEETING TO ORDER

The regular meeting was called to order at 7:00 p.m. by Mayor Slowey.

1. The Flag Salute was led by Mayor Slowey.
2. Roll Call: Council Members present: Bruins, Daniels, Middleton, Miller, Slowey
 Council Members absent: None
 Staff present: Boyd, Cotter, Jones, Russo, Van and department directors.
3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

On a motion by Council Member Bruins, seconded by Council Member Middleton, the City Council approved the agenda.

AYES: Bruins, Daniels, Middleton, Miller, Slowey
 NOES: None
 ABSENT: None

PRESENTATIONS

4. Introduction of City Engineer

City Manager Boyd recognized Leslie Blomquist on her promotion from Principal Engineer to City Engineer. She was also recently recognized by the Sacramento Business Journal as one of its 40 under 40s for 2020.

Council Member comments followed.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Middleton provided an update from the League of California Cities Annual Conference she attended.

Council Member Daniels requested staff look into possibly having Influenza Vaccine clinics in Citrus Heights, there are several throughout the County but none in Citrus Heights.

Vice Mayor Miller provided a report from the Sacramento Transportation Authority and Regional Transit. He attended the 9-11 ceremony at the Sylvan Cemetery.

PUBLIC COMMENT

City Clerk Van read the following written public comments:

Jacob Woodard wrote, “My name is Jacob Woodard. I’m writing this to express my strong opposition to Prop 16. Proposition 16 uses race to judge the qualifications of applicants to universities, to jobs, etc.. This is totally unconstitutional and against the American value of equal rights. This is a textbook definition of racism, pure and simple. Let’s all not be misled by the ballot label. We should all say no to discrimination and most of all discrimination from the state level. Please vote NO on Prop 16 in Nov!”

Flora Wong wrote, “My name is Flora Wong. I’m writing this to express my strong opposition to State Measure 16. State Measure 16 is racist. It uses race to judge the qualifications of applicants to colleges and to jobs, etc. What’s next? Set racial quota for elected positions? Set racial quota for NBA and NFL? Set racial quota for TV anchors? Set racial quota for movie stars, singers? State Measure 16 is divisive. Allowing state government to decide which race gets preferential treatment and which race receives punishment is insulting and unfair. Our state is a great land of freedom and opportunity for everyone, for you and me. It is not a cage of racial tribes shackled to a “cast system”. Right? Let’s stand as one unified, freedom loving people and say “NO” to State Measure 16. Let’s stand as one unified, freedom loving people and stop this racist proposition from becoming our constitution.”

David Warren wrote the following regarding Item 11, “John Stuart Mill’s 1859 book On Liberty described the “tyranny of the majority,” equating the oppression of the minority comparable to that of a tyrant or despot. The proposed handbook amendment requiring three councilmembers to set an item on the agenda prevents a minority of councilmembers from placing a matter on a City Council agenda. City residents must have guaranteed access to request agenda items for consideration, even if the issues are unreasonable or contrary to popular norms. That can only be accomplished when the minority of councilmembers have sufficient strength to break through popular consensus. The proposed handbook amendment setting agenda matters ensures only the prevailing majority of councilmembers will have matters considered for public discussion. The amendment prevents novel or controversial issues being fully vetted in public hearings and discussion, instead of being decided secretly among the majority councilmembers, an end run around the Brown Act’s guarantee of public discourse. The proposed amendment requires that a councilmember who wants a matter set on the agenda must lobby at least two other councilmembers before a meeting to obtain concurrence, effectively a tacit vote in support of an agenda item even before a public hearing, comment and vote on a proposed matter. The perception, regardless of the reality, of seeking a quid-pro-quo among a majority of councilmembers to place a matter on the agenda is repugnant and should be rejected. The City Council must ensure that the ridiculed idea of today should be considered for tomorrow’s public policy.”

Tim Schaefer wrote the following regarding Item 11, “It is very unfortunate that the City Council has submitted changes to a 34-page document but to which public comment is limited to 250 words to object to some of the purported changes and prevents thorough comment upon matters which should be amended. This matter should be removed from the agenda and sent to a committee for public hearing to allow all members of the community to submit recommendations for and/or object to the City’s proposed amendments. Because of the presentation word limitation, I must address my objection to a single item, the change in the number of councilmembers who must agree to set a

matter on the agenda. The amendment gives the appearance of attempting to prevent a minority of councilmembers from setting a matter on the agenda for consideration by requiring at least three votes. The effect of this change of policy is to transfer setting the agenda from members of the City Council to the City staff, presumably the City Manager, with the consequence that an individual not elected will henceforth be the gatekeeper for determining which matters are and which matters are not set for consideration at City Council meetings. Such a transfer of authority is a clear violation of the Brown Act which directs that elected rather than unelected municipal officials set municipal policy. For these, and other reasons for which there is insufficient time allowed for presentation of arguments, the proposed amendments should be tabled and referred to a committee for public hearing.”

CONSENT CALENDAR

5. **SUBJECT:** Approval of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meetings of August 27, 2020 and September 10, 2020
6. **SUBJECT:** Second Reading – Amendment to the City’s Cardroom Ordinance Sunset Provision
STAFF REPORT: A. Van
RECOMMENDATION: Adopt Ordinance No. 2020-009, an Ordinance of the City of Citrus Heights Amending Chapter 10 of the Citrus Heights Municipal Code Relating to Cardrooms
7. **SUBJECT:** Conflict of Interest Code Biennial Update
STAFF REPORT: A. Van
RECOMMENDATION: Adopt Resolution No. 2020-106, a Resolution of the City Council of the City of Citrus Heights, California, Adopting a Revised Conflict of Interest Code and a List of Designated Positions
8. **SUBJECT:** Local Roadway Safety Plan LRSP-5475(045) Award of Professional Services Contract – PN 10-20-002
STAFF REPORT: L. Blomquist / M. Poole
RECOMMENDATION: Adopt Resolution No. 2020-107, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Kimley-Horn to Provide Professional Services for the Local Roadway Safety Plan
9. **SUBJECT:** Citywide Landscape, Irrigation and Vegetation Maintenance 2020-2025 Award of Contract Project Number 28-20-001
STAFF REPORT: R. Cave / A. Velasquez
RECOMMENDATION: Adopt Resolution No. 2020-116, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with California Landscape Associates, Inc. for Landscape, Irrigation and Vegetation Services 2020-2025 and Further Authorizing the City Manager or His Designee to Execute Any Extensions and/or Amendments to this Contract Consistent with the City Manager’s General Authority

10. **SUBJECT:** Great Plates Delivered Restaurant Contract Amendments

STAFF REPORT: C. Myers

RECOMMENDATION: The Following is Recommended:

- a. Adopt Resolution No. 2020-108, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Beach Hut Deli for the Great Plates Delivered Program
- b. Adopt Resolution No. 2020-109, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Boston's Pizza for the Great Plates Delivered Program
- c. Adopt Resolution No. 2020-110, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Ciro's Pizza for the Great Plates Delivered Program
- d. Adopt Resolution No. 2020-111, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Dos Coyotes Border Café for the Great Plates Delivered Program
- e. Adopt Resolution No. 2020-112, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Nor Cal Subs for the Great Plates Delivered Program
- f. Adopt Resolution No. 2020-113, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with R Vida Cantina for the Great Plates Delivered Program

11. Pulled for discussion.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Middleton, the City Council adopted Consent Calendar Items 5, 6, 7, 8, 9, and 10:

AYES: Bruins, Daniels, Middleton, Miller, Slowey

NOES: None

ABSENT: None

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

11. **SUBJECT:** Amendment to the City Council Handbook

STAFF REPORT: K. Cooley / A. Van

RECOMMENDATION: Adopt Resolution No. 2020-114, a Resolution of the City Council of the City of Citrus Heights, California, Approving Amendments to the City of Citrus Heights City Council Handbook

Council Member Daniels pulled Item 11 to receive a report on the item.

City Manager Boyd stated from time to time staff reviews the Council Handbook and looks for areas of improvement. The amendments are an item that is more of a general best practice with agencies, for the majority to place an item on the agenda.

Council Member Daniels requested to continue the item until after the election.

Vice Mayor Miller suggested language regarding a single councilmember can put an item on the Strategic Planning agenda for discussion, or a single councilmember, with City Manager approval, can put an item on the agenda.

Council Member comments and questions followed.

ACTION: On a motion by Mayor Slowey, seconded by Council Member Middleton, the City Council adopted Resolution No. 2020-114, a Resolution of the City Council of the City of Citrus Heights, California, Approving Amendments to the City of Citrus Heights City Council Handbook.

AYES: Bruins, Middleton, Slowey
 NOES: Daniels, Miller
 ABSENT: None

PUBLIC HEARING

12. **SUBJECT:** Review of Draft Allocation of Federal 2021 Community Development Block Grant (CDBG) Funds and Action Plan

STAFF REPORT: C. McDuffee / S. Cotter / N. Piva

RECOMMENDATION: The Following is Recommended:

- a. Hear Public Testimony on the 2021 Community Development Block Grant Fund Allocation and Action Plan
- b. Continue Final Action until the October 22, 2020 City Council Meeting

Housing and Human Services Program Coordinator Cotter stated they estimate the City will receive \$600,000 in 2021. Fifteen percent of the funds can be used for public services, 20% can be used for planning and administration, and the remaining funds can be used for capital projects. She presented an overview of the funding requests received and the Quality of Life Committee's funding recommendation as follows:

Proposed Public Services Activity	2021 CDBG Request	Quality of Life Committee Recommendation
Single Mom Strong – Tutoring & Distance Learning Support	8,698	8,698
Rebuilding Together – Home Safety Modifications for Seniors	23,000	0
Campus Life Connection – Sayonara Center	15,000	14,000
Meals on Wheels – Senior Meals	16,000	16,000
Sacramento Self-Help Housing – Homeless Navigator	16,000	16,000

Sacramento Self-Help Housing – Renters Helpline	22,871	22,871
Sunrise Christian Food Ministry – Emergency Food Bank	22,000	7,215
WEAVE – Violence Reduction Team	10,000	7,216
TOTALS	\$133,696	\$90,000

Mayor Slowey opened the public hearing at 7:46 p.m.

Public Comment

City Clerk Van read the following written comments:

Julie Habeeb with Campus Life Sayonara Center wrote, “The Sayonara Center offers an after-school program for underserved children and youth in 1st grade through 12th grade. We provide a healthy meal, homework help, mentoring, and athletic and enrichment opportunities. Since March, we have had to make extreme changes to our schedule. With interactions being limited, the Center staff has made creative adjustments to keep the relationships and resources going for the students and their families. During the week, an early dinner is available for pick-up to the community. In September, we began an outdoor computer lab with free wifi for students to come connect and receive homework assistance. Additionally, weekly recreational days are held at a local park. We look forward to when we will be able to open back up as normal, but, until then, we are committed to pursuing and providing opportunities to this community. We are grateful for the City of Citrus Heights’ continued support of the Sayonara Center and of our efforts to benefit the underserved children—and their families—in the community. We have felt extremely supported by the City’s staff and clubs this past year. We are so proud to be a part of Citrus Heights. Thank you!”

Kevin McAllister with Meals on Wheels by ACC wrote, “On behalf of all of us, we at Meals on Wheels by ACC value our long-standing partnership with the City of Citrus Heights, and we appreciate all of the support that we have received from the city during the COVID-19 Pandemic. The risk for severe illness from COVID-19 increases with age, with older adults at the highest risk. With the Community Development Block Grant funds received from the City of Citrus Heights, we were able to deliver meals to our Congregate Nutrition participants’ homes so that they could safely shelter in place. The funds also ensured that Home-Delivered Meal participants continued to receive nutritious meals and wellness checks. Year to date, January 1, 2020, to August 31, 2020, Meals on Wheels by ACC’s team delivered 4,922 meals to 105 Congregate Nutrition participants (a 12% increase over last years’ meals) and 18,544 meals to 186 Home-Delivered Meal participants (a 30% increase over previous years’ meals). Thank you for supporting Meals on Wheels by ACC efforts to ensure that the seniors of Citrus Heights receive meals, wellness checks, and supportive services during these unprecedented times. It is our hope that we can continue to partner together, for many years to come.”

Tara Taylor, with Single Mom Strong provided an overview of their organization and the services they provide. She thanked the City Council for considering their application.

Mayor Slowey closed the public hearing at 7:52 p.m.

Item 12 was continued to the October 22, 2020 City Council meeting.

13. **SUBJECT:** 2020 Edward Byrne Memorial Justice Assistance Grant (JAG)
STAFF REPORT: R. Lawrence / J. Russo
RECOMMENDATION: Adopt Resolution No. 2020-115, a Resolution of the City Council of the City of Citrus Heights, California, Accepting 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds in Accordance with State Requirements

Commander Russo provided an overview of the recommended expenditures for the JAG funds. The funds will be used to purchase replacement Tasers, load bearing vests and suspenders for officers, and training for NIBRS.

Mayor Slowey opened the public hearing at 7:55 p.m.; hearing no speakers he closed the public hearing.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Middleton, the City Council adopted Resolution No. 2020-115, a Resolution of the City Council of the City of Citrus Heights, California, Accepting 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds in Accordance with State Requirements.

AYES: Bruins, Daniels, Middleton, Miller, Slowey
NOES: None
ABSENT: None

SUCCESSOR HOUSING AGENCY ITEM

14. **SUBJECT:** Transfer of 6550 Ming Way (Sayonara Neighborhood Park) to the Sunrise Recreation and Park District
STAFF REPORT: C. McDuffee / S. Cotter
RECOMMENDATION: Adopt Resolution No. 2020-001S, a Resolution of the Successor Housing Agency of the City of Citrus Heights, California, Authorizing and Approving the Transfer of a Park Located at 6550 Ming Way (APN 243-0283-002) to the Sunrise Recreation and Park District and Finding Such Transfer Exempt from the California Environmental Quality Act

Housing and Human Services Program Coordinator Cotter stated in 2008 the City's former Redevelopment Agency purchased 6550 Ming Way as part of the Sayonara Redevelopment Project. In 2010, the City relocated tenants and demolished dilapidated housing units. In 2011, the state dissolved redevelopment agencies. In 2012, the City completed construction on the Sayonara Neighborhood Park and Sayonara Center. In 2012, the Housing assets were transferred from the former Redevelopment Agency to the City's Successor Housing Agency. Due to dissolution of redevelopment agencies there have been operational challenges to maintaining the park. The Sunrise Recreation and Park District has agreed to take ownership of Sayonara Park and continue to operate it for the benefit of the public.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Daniels, the City Council adopted Resolution No. 2020-001S, a Resolution of the Successor Housing Agency of the City of Citrus Heights, California, Authorizing and Approving the Transfer of a Park Located at 6550 Ming Way

(APN 243-0283-002) to the Sunrise Recreation and Park District and Finding Such Transfer Exempt from the California Environmental Quality Act.

AYES: Bruins, Daniels, Middleton, Miller, Slowey
NOES: None
ABSENT: None

DEPARTMENT REPORTS

15. **SUBJECT:** Vote Center and November Elections Update
DEPARTMENT: City Manager's Office

City Clerk Van stated voters can drop off their ballot at any of the 58 secured Ballot Drop Box locations in Sacramento County. There are three locations in Citrus Heights – Citrus Heights City Hall, Sylvan Oaks Library and Raley's. Beginning October 24, 11 days prior to and including Election Day, some vote centers will open, including Citrus Heights City Hall. All remaining vote centers will open October 31, 4 days prior to and including Election Day. Additional locations opening on October 31 in Citrus Heights are the Sylvan Oaks Library and Citrus Heights Fellowship. Voters can view a complete list of Vote Centers and Ballot Drop Box locations on the Sacramento County Voter Registration and Elections Office website.

CITY MANAGER ITEMS

None

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Slowey adjourned the regular meeting at 8:08 p.m.

Respectfully submitted,

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: October 22, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Colleen McDuffee, Community Development Director
Casey Kempenaar, Planning Manager

SUBJECT: Resolution Authorizing Application for Green Means Go Program

Summary and Recommendation

Green Means Go is a multi-year pilot program developed by the Sacramento Area Council of Governments (SACOG) to lower greenhouse gas emissions in the six-county Sacramento region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips. Local jurisdictions will designate Green Zones, in which they must take specific actions to promote infill development, reduce existing barriers, and provide new transportation options.

SACOG is working to secure state funding to implement the Green Means Go Program. In order to be eligible for any future funding, the city is required to submit an application designating “Green Zones” to SACOG for review and approval.

Staff recommends the Council approve a resolution authorizing submittal of an application designating Green Zones to SACOG.

1. Adopt Resolution No. 2020-____ a resolution of the City Council of the City of Citrus Heights, California, authorizing the submittal an application for the Green Means Go program.

Fiscal Impact

There is no fiscal impact associated with this action. If SACOG is awarded state funding, the methodology for distribution of funds will be refined in the future.

Background and Analysis

In March 2018, the California Air Resources Board established new SB 375 greenhouse gas emissions reduction targets for the SACOG region. The region’s target for a 19 percent reduction by 2035 is conditional on the implementation of a new pilot program in the Sustainable

Subject: Resolution Approving Green Means Go Application

Date: October 22, 2020

Page 2 of 2

Communities Strategy that addresses specific conditions and challenges relating to GHG emission reductions. If SACOG and the state do not secure funding and related policy commitments, CARB will reduce SACOG's target to 18 percent.

Green Means Go is a multi-year pilot program to lower greenhouse gas emissions in the six-county Sacramento region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips.

Local jurisdictions will designate Green Zones, in which they must take specific actions to promote infill development and reduce existing barriers and provide new transportation options. State funding is needed to help implement these actions and further incentivize local development and housing production.

Green Zones, in a partnership of state funding and local government action, create areas targeted for infill and compact development, increasing housing and transportation options and promoting shorter, fewer, and cleaner vehicle trips.

Staff has identified three Green Zones as illustrated in Attachment 2 and described below:

1. Sunrise MarketPlace – Including the Sunrise Tomorrow Specific Plan
2. Auburn Boulevard Plan Area - Including New Sylvan Project
3. Antelope Crossing

These proposed Green Zones are supportive of the SACOG criteria as each area has existing or proposed comprehensive planning efforts supportive of infill housing and is identified as a center, corridor or established community, as identified in SACOG's Sustainable Communities Strategy.

Attachments

1. Adopt Resolution No. 2020-____ a Resolution of the City Council of the City of Citrus Heights, California, authorizing the submittal an application for the Green Means Go program.
2. Proposed Green Zones Map

RESOLUTION NO. 2020- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING APPLICATION FOR THE GREEN MEANS GO
PROGRAM**

WHEREAS, the City of Citrus Heights is a member of the Sacramento Area Council of Governments;

WHEREAS, the region faces an ambitious state-mandated per capita greenhouse gas reduction target of 19 percent by 2035 for the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), adopted November 18, 2019;

WHEREAS, the City of Citrus Heights is committed to helping the Sacramento region meet its 19 percent greenhouse gas reduction target by facilitating more housing and transportation choices and advancing economic prosperity;

WHEREAS, SACOG and its member local governments must work in partnership with the state in order to support housing and transportation projects that will help the region and the state achieve our environmental goals;

WHEREAS, the Green Means Go pilot project will be a meaningful and measurable effort to catalyze and advance projects and programs that accelerate infill housing, travel options, and electric vehicle deployment in targeted areas, called Green Zones;

WHEREAS, SACOG has solicited its member local governments to nominate Green Zones that are 1) within infill areas, defined by the 2020 MTP/SCS Community Type map as Center and Corridor Communities or Established Communities, 2) within areas planned for growth or being considered for increased growth through current local planning work, and; 3) supported by local policies and actions that support increased development or redevelopment in the area;

WHEREAS, SACOG acknowledges that Green Zones are areas where new growth is planned or being planned, and encourages, where applicable, outreach in disadvantaged communities, proactive anti-displacement policies and mitigation strategies in an attempt to reduce gentrification and displacement within Green Zones as they grow and transform;

WHEREAS, SACOG understands that funding and priorities can change over time and will allow amendments to the Green Zones on an as-needed basis following discussions with local agency staff and at the discretion of the SACOG Executive Director; and

WHEREAS, SACOG has reviewed nominated Green Zones within the City of Citrus Heights and has accepted those nominations as having met the Green Means Go Green Zone eligibility requirements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED the Citrus Heights City Council hereby resolves as follows:

- 1) Reaffirms its commitment to helping the State of California and the SACOG region reach its current 19 percent greenhouse gas reduction goal through implementation of the Green Means Go pilot project.
- 2) Adopts the following named areas as Green Zones:
 - A. Sunrise MarketPlace – Including Sunrise Tomorrow Specific Plan
 - B. Auburn Boulevard – Including New Sylvan Project
 - C. Antelope Crossing
- 3) Authorizes the City Manager to propose amendments to the SACOG Executive Director for Greens Zones named herein.

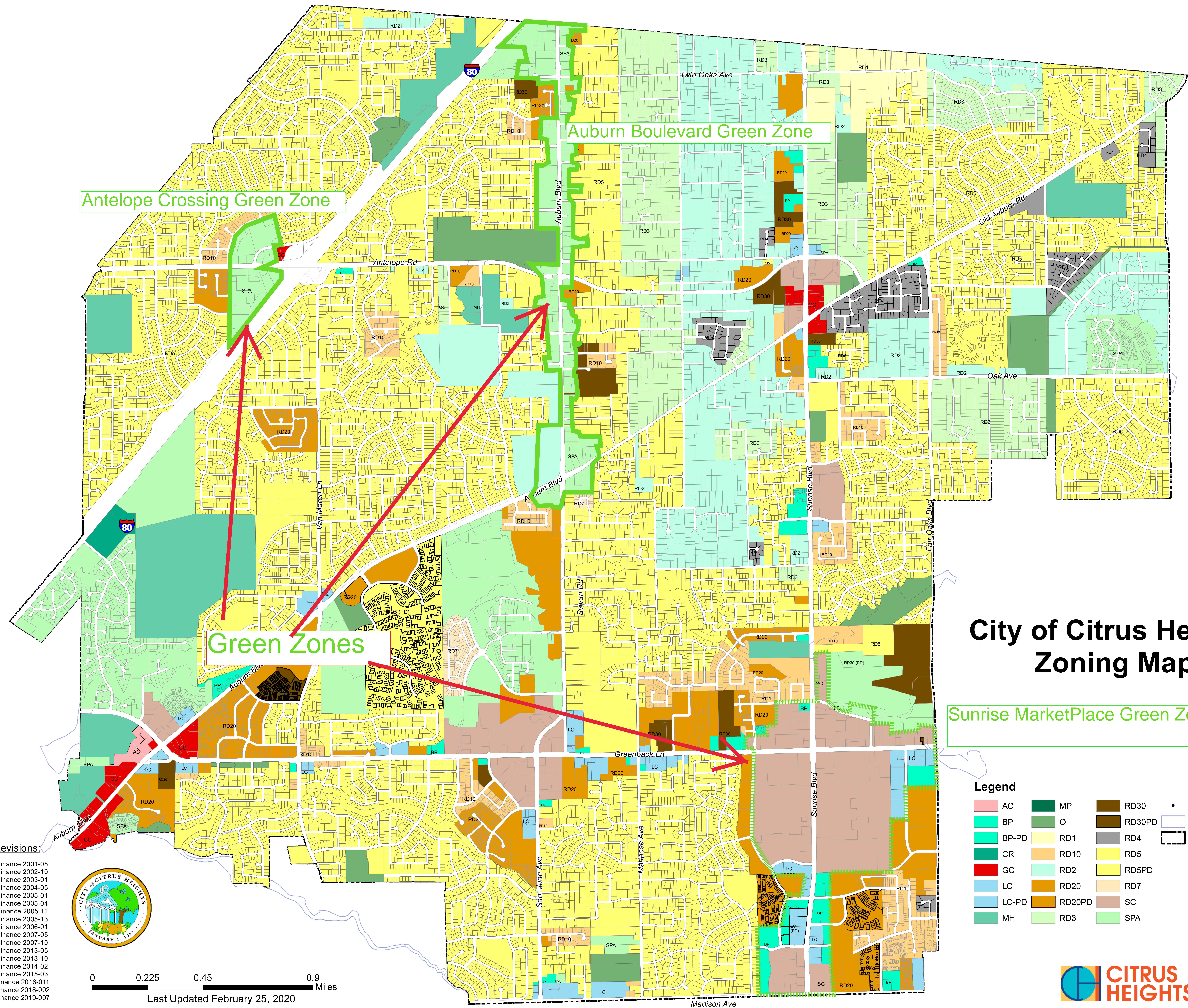
PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 22nd day of October 2020, by the following roll call vote:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



City of Citrus Heights Zoning Map

Sunrise MarketPlace Green Zone

Legend

AC	MP	RD30	Corridor Overlay
BP	O	RD30PD	100-year flood plain
BP-PD	RD1	RD4	City Limits
CR	RD10	RD5	
GC	RD2	RD5PD	
LC	RD20	RD7	
LC-PD	RD20PD	SC	
MH	RD3	SPA	

Revisions:

Ordinance 2001-08
Ordinance 2002-10
Ordinance 2003-01
Ordinance 2004-05
Ordinance 2005-01
Ordinance 2005-04
Ordinance 2005-11
Ordinance 2006-01
Ordinance 2007-05
Ordinance 2007-10
Ordinance 2013-05
Ordinance 2013-10
Ordinance 2014-02
Ordinance 2015-03
Ordinance 2016-011
Ordinance 2018-002
Ordinance 2019-007



0 0.225 0.45 0.9 Miles

Last Updated February 25, 2020





CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: October 22, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager
Amy Van, City Clerk

SUBJECT: **Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority – Merger of Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund**

Summary and Recommendation

The City of Citrus Heights is self-insured for insurance and is a member of the Public Agency Risk Sharing Authority of California (PARSAC) in order to be a part of a joint purchasing program and to pool risks with other similar entities. Over the last year, PARSAC has been in discussions with the Redwood Empire Municipal Insurance Fund (REMIF), which ultimately led to a proposed merger between the two organizations to form the California Intergovernmental Risk Sharing Authority (CIRA) effective July 1, 2021.

Staff recommends the City Council adopt Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, adopting the 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.

Fiscal Impact

The merger will consolidate the operations and expenses of both pools. CIRA will work toward eliminating redundant expenses, which will lower long term operating costs. Consolidating operations will also achieve greater economies of scale, improve service delivery, and CIRA will be in a 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.

Background and Analysis

Rather than purchase commercial insurance through a commercial insurance carrier, the City 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 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.

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.

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.

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.

Attachments

1. Resolution No. 2020-____ Resolution adopting the Joint Powers Agreement and Bylaws for CIRA
2. CIRA Joint Powers Agreements
3. CIRA Bylaws
4. Comparison matrix of the lines of coverage and services offered by PARSAC and REMIF

RESOLUTION NO. 2020- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING THE JOINT POWERS AGREEMENT AND BYLAWS FOR THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

WHEREAS, the City of Citrus Heights is a Member Entity of the Public Agency Risk Sharing Authority of California (PARSAC), a joint powers agency providing risk management services, claims pooling and joint insurance purchase benefits to its member cities;

WHEREAS, PARSAC explored a strategic partnership with the Redwood Empire Municipal Insurance Fund (REMIF), which ultimately led to a proposed merger between the two organizations;

WHEREAS, PARSAC is a public entity pool representing 34 small to medium sized cities/towns and one fire district;

WHEREAS, REMIF is a public entity pool representing 15 small to medium sized cities/towns;

WHEREAS, the Board of Directors for the pools directed the creation of a new pool to be known as the California Intergovernmental Risk Sharing Authority or CIRA; and

WHEREAS, the Board of Directors for both pools directed the merger of the organizations, effective 07/01/2021. To proceed, the individual Member Entities must seek adoption of the CIRA agreements.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby adopt the 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.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 22nd day of October 2020 by the following vote, to wit:

AYES: **Council Members:**
NOES: **Council Members:**
ABSTAIN: **Council Members:**
ABSENT: **Council Members:**

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

**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

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

- | | |
|----------------------------|---|
| 1. City of Arcata | 27. City of Point Arena |
| 2. City of Amador City | 28. City of Rancho Cucamonga |
| 3. City of Avalon | 29. Rancho Cucamonga Fire Protection District |
| 4. City of Belvedere | 30. City of Rancho Santa Margarita |
| 5. City of Blue Lake | 31. City of Rohnert Park |
| 6. City of California City | 32. City of San Juan Bautista |
| 7. City of Calimesa | 33. City of Sebastopol |
| 8. City of Calistoga | 34. City of Sierra Madre |
| 9. City of Citrus Heights | 35. City of Sonoma |
| 10. City of Clearlake | 36. City of South Lake Tahoe |
| 11. City of Cloverdale | 37. City of St. Helena |
| 12. City of Coalinga | 38. City of Tehama |
| 13. City of Cotati | 39. City of Trinidad |
| 14. City of Eureka | 40. Town of Truckee |
| 15. City of Ferndale | 41. City of Twentynine Palms |
| 16. City of Fort Bragg | 42. City of Ukiah |
| 17. City of Fortuna | 43. City of Watsonville |
| 18. City of Grass Valley | 44. City of Wheatland |
| 19. City of Healdsburg | 45. City of Wildomar |
| 20. City of Highland | 46. City of Willits |
| 21. City of Lakeport | 47. Town of Windsor |
| 22. City of Menifee | 48. Town of Yountville |
| 23. City of Nevada City | 49. City of Yucaipa |
| 24. City of Placentia | 50. Town of Yucca Valley |
| 25. City of Placerville | |
| 26. City of Plymouth | |

APPENDIX "B"

PARSAC Agreement

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	DEFINITIONS.....3
ARTICLE II	PARTIES TO THE AGREEMENT.....6
ARTICLE III	PURPOSES.....6
ARTICLE IV	CREATION OF THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA7
ARTICLE V	TERM OF AGREEMENT.....7
ARTICLE VI	POWERS OF PARSAC.....7
ARTICLE VII	RESPONSIBILITIES OF MEMBER ENTITIES8
ARTICLE VIII	BOARD OF DIRECTORS10
ARTICLE IX	OFFICERS.....13
ARTICLE X	EXECUTIVE COMMITTEE13
ARTICLE XI	ADMINISTRATION.....13
ARTICLE XII	BUDGET14
ARTICLE XIII	ANNUAL AUDITS AND REVIEWS.....14
ARTICLE XIV	ESTABLISHMENT AND ADMINISTRATION OF FUNDS15
ARTICLE XV	SUPPORT OF PARSAC'S GENERAL EXPENSES16
ARTICLE XVI	DEPOSIT PREMIUMS17
ARTICLE XVII	PARSAC MEMBERSHIP18
ARTICLE XVIII	MEMORANDA OF COVERAGE18
ARTICLE XIX	SIR MANDATORY RESERVES/PAYMENT.....19

ARTICLE XX	RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS	20
ARTICLE XXI	NEW MEMBERS	21
ARTICLE XXII	WITHDRAWAL	22
ARTICLE XXIII	EXPULSION	25
ARTICLE XXIV	EFFECT OF WITHDRAWAL OR EXPULSION ON MEMBER ENTITY'S RESPONSIBILITIES	26
ARTICLE XXV	TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS	27
ARTICLE XXVI	NOTICES	28
ARTICLE XXVII	PROHIBITION AGAINST ASSIGNMENT	28
ARTICLE XXVIII	AMENDMENTS	29
ARTICLE XXIX	SEVERABILITY	29
ARTICLE XXX	AGREEMENT COMPLETE	29
ARTICLE XXXI	EXECUTION OF COUNTERPARTS	30
APPENDIX "A"	MEMBER ENTITIES	

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. **“Agreement”** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. **“Alternate”** shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.
- D. **“Bylaws”** shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. **“Claims”** shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. **“Covered Loss”** shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

I. **“Executive Committee”** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. **“Fiscal Year”** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. **“Incurred Loss”** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. **“Insurance”** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. **“Liability Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.

N. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. **“Memorandum of Coverage”** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

- Q. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- R. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- S. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.
- T. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.
- U. **“Self-Insured Retention”** or **“SIR”** shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.
- V. **“Workers’ Compensation Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers’ Compensation Program.
- W. **“Group Purchase Programs”** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III PURPOSES

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services;
and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

**ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA**

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

**ARTICLE V
TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

**ARTICLE VI
POWERS OF PARSAC**

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

A. **Financial Audit.** The Auditor/Controller 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 PARSAC. 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 Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

ARTICLE XIV ESTABLISHMENT AND ADMINISTRATION OF FUNDS

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC 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 Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

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 public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

ARTICLE XVII PARSAC MEMBERSHIP

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

ARTICLE XVIII MEMORANDA OF COVERAGE

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX
SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a “Fund Balance Reserve” (“Reserve”) equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity’s adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the “Fund Balance Reserve Resolution” prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity’s self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers’

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year and corresponding to the 5 years of loss data
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months 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. Withdrawing members who submit Timely Notice 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. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice 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, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

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 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

**ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION
ON MEMBER ENTITY'S RESPONSIBILITIES**

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

ARTICLE XXV TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

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 Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] 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 each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC 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 Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXIX
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 XXX
AGREEMENT COMPLETE**

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 noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date: By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date: By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of West Hollywood
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

Appendix "C"

Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of Retirement Obligations Dated May 25, 2017

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

- B. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.
- C. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- D. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.
- E. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- F. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.
- G. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- H. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- I. **“Public Retirement System”** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.
- J. **“Retirement Liability”** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

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 VII

AGREEMENT COMPLETE

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 noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California [“PARSAC”]

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX “B”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood

**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.

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	⊘	✓



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: October 22, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Colleen McDuffee, Community Development Director
Stephanie Cotter, Housing and Human Services Program Coordinator
Nicole Piva, Housing and Grants Program Technician

SUBJECT: **Final Allocation of Federal 2021 Community Development Block Grant (CDBG) Funds and Action Plan**

Summary and Recommendation

The City of Citrus Heights is an “entitlement jurisdiction” under the federal Community Development Block Grant (CDBG) program. The city receives an annual award of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The 2021 Action Plan allocates CDBG funds to activities for the 2021 calendar year, including public service activities, housing programs, public infrastructure improvements, and planning and administration.

The 2021 CDBG Action Plan was developed based on the Quality of Life Committee’s recommendations and was made available for public review consistent with the city’s Citizen Participation Plan. The purpose of this item is to receive public testimony and consider approval of the final 2021 CDBG Action Plan and associated funding allocations.

Staff recommends the City Council

1. Hear public testimony on the Final 2021 Community Development Block Grant Fund Allocation and Action Plan;
2. Adopt by resolution the 2021 CDBG Action Plan and authorize the City Manager or designee to apply for 2021 funds and execute all contracts necessary to implement the 2021 CDBG Action Plan; and Authorize the City Manager or designee to correct any errors that may be found in the adopted 2021 CDBG Action Plan, make minor adjustments to the individual allocations not to exceed 25% upon final Congressional appropriation, and to make minor changes that may be requested by HUD and/or the City Council, as permitted by CDBG regulations.

Fiscal Impact

CDBG funds are federal grant funds from HUD. The CDBG program allows the city to be reimbursed for costs associated with administering the grant. There is no anticipated impact on the city's General Fund associated with this action.

Background and Analysis

In January 2000, the City of Citrus Heights became an entitlement community under the federal CDBG Program. As an entitlement community, the city receives federal CDBG funds directly from HUD according to a fixed formula. In 2020, Citrus Heights was awarded \$639,213 in CDBG entitlement funds. The federal allocation for 2021 CDBG funds has yet to be determined by the U.S. Congress at the time of this report. In 2021, the city anticipates receiving \$600,000 in CDBG funds.

Available Funds

Based on the estimated 2021 CDBG award of \$600,000, the city will distribute available funding as follows:

Estimated 2021 CDBG Entitlement Award	600,000
Available for public services (15%)	90,000
Available for administration (20%)	120,000
Available for capital projects	390,000

In addition to the estimated 2021 award, the city also anticipates receiving about \$50,000 program income from loan repayments. The city allocates loan repayments to the city's Revolving Loan Fund to fund the city's housing preservation programs. In addition, the city allocates 20 percent of loan payments to general planning and administration activities.

Public Service Proposals

The city released a Request for Proposals (RFP) for 2021 CDBG funding on July 10, 2020. Housing and Grants Division staff hosted a Funding Assistance Workshop with potential CDBG applicants on July 30, 2020. In response to the RFP, the city received eight applications from outside agencies for public service projects using CDBG funds. The total request equals \$133,969; the total amount available is \$90,000. The public service project applications are on file and staff can provide copies upon request. The city received two new funding requests this year – Single Mom Strong and Rebuilding Together.

Summary of 2021 CDBG Public Service Applications

Public Service Agency	Service	Amount Requested (CDBG)	CDBG-CV Award	General Fund Received FY 20/21
<i>New Funding Requests</i>				
Single Mom Strong	Tutoring & Distant Support for Families	8,698	-	-
Rebuilding Together Sacramento	Home Safety Modifications for Seniors	23,400	-	-
<i>Currently Funded Agencies</i>				
Campus Life Connection	Sayonara After-School Program	15,000	15,750	11,000
Meals on Wheels	Senior Nutrition Program	16,000	-	82,000
Sacramento Self-Help Housing	Housing Counseling & Navigator Program	16,000	125,000	35,400
Sacramento Self-Help Housing	Renters Helpline Program	22,871	8,400	-
Sunrise Christian Food Ministry	Emergency Food Program	22,000	30,000	5,700
W.E.A.V.E.	Violence Reduction Team	10,000	30,000	-
Total Requests		\$133,969	\$209,150	\$134,100

Funding Recommendations

Of note, staff recently released a Request for Proposals for emergency repairs and grants with the \$190,000 in 2020 CDBG funds allocated by the City Council in November 2019 for emergency repairs and grants. Because housing preservation activities are considered a capital cost, Rebuilding Together could submit this activity proposal for home safety modifications under the current RFP. Therefore, this activity was not recommended for funding under the city's 2021 public service allocations. Additionally, existing CDBG-CV funding awards received as part of the city's special CARES Act allocation were considered while developing 2021 public service allocations.

The City Council's Quality of Life Committee met on September 9, 2020, and developed recommendations to allocate the city's 2021 CDBG funding. Based on the available funding and Quality of Life Committee direction, the following table outlines the recommended 2021 CDBG funding allocations. Of note, if the city receives more than the estimated CDBG grant amount, any additional public service funding will be directed toward the Sunrise Christian Food Ministry, up to the requested amount of \$22,000.

2021 Public Service Funding Recommendations

Organization	2021 CDBG Funding Request	Quality of Life Committee Recommended Amount
Single Mom Strong	8,698	8,698
Rebuilding Together Sacramento	23,400	0
Campus Life Connection	15,000	14,000
Meals on Wheels	16,000	14,000
Sacramento Self-Help Housing Housing Counseling & Navigator	16,000	16,000
Sacramento Self-Help Housing Renter's Helpline	22,871	22,871
Sunrise Christian Food Ministry	22,000	7,215*
W.E.A.V.E.	10,000	7,216
Total	133,969	90,000

**Note: Any additional public service funding will be allocated to the Sunrise Christian Food Ministry, up to the requested amount of \$22,000.*

Capital Projects

If approved, the city will use the remainder of the 2021 CDBG allocation, an estimated \$390,000, to fund the CDBG portion of the city's annual Accessibility and Drainage Project. In partnership with the General Services Department, this project consists of accessibility improvements to sidewalks, such as installing missing or repairing damaged sidewalks, installing ADA-compliant pedestrian ramps, and relocating drainage inlets as necessary at various locations yet to be determined, primarily located in low- and moderate-income neighborhoods.

Action Plan Review

The draft 2021 Action Plan was made available for a 30-day public review and comment period, beginning September 21, 2020. On October 8, 2020, the City Council held a Public Hearing to receive feedback on the draft 2021 CDBG funding allocations. All comments received will be incorporated into the city's final 2021 Action Plan submitted to HUD. Staff has prepared the 2021 Action Plan to reflect the Quality of Life Committee's recommendations. However, changes can be made to reflect the Council's majority decision. A project's inclusion in the plan indicates priorities for the funding, but does not guarantee the completion of any given project.

Attachments

1. Resolution No. 2020-____
2. 2021 Final CDBG Action Plan and Funding Allocations
3. 2021 Public Service Application Summary

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, APPROVING THE 2021 COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) ACTION PLAN AND AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE ALL CONTRACTS NECESSARY TO IMPLEMENT THE
2021 CDBG ACTION PLAN**

WHEREAS, the Community Development Block Grant (CDBG) Program, authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended (Act), requires that jurisdictions provide for the issuance of grants in order to attain the objective of providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income;

WHEREAS, the City of Citrus Heights (City) receives an annual allocation of approximately \$600,000 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, as a CDBG grantee, the City is required to adopt an Action Plan to set forth the activities that will be accomplished during each program year using CDBG funds; and

WHEREAS, the city received eight applications to provide public services to low- and moderately-low income residents of the City of Citrus Heights in response to a Request for Proposals (RFP) released on July 10, 2020;

WHEREAS, the City Council's Quality of Life Committee met on September 9, 2020, to review the funding recommendations and developed draft CDBG funding recommendations;

WHEREAS, the 2021 CDBG Action Plan reflects the Quality of Life Committee's recommendations, but may be changed by a majority decision of the City Council; and

WHEREAS, Citrus Heights citizens were afforded the opportunity to review and comment on the proposed 2021 CDBG Action Plan in accordance with the city's adopted Citizen Participation Plan, including a 30-day public review and comment period and public hearings on October 8, 2020, and October 22, 2020, to review the draft funding recommendations and receive public input;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF
THE CITY OF CITRUS HEIGHTS HEREBY:**

1. Approves the 2021 CDBG Action Plan and authorizes the City Manager or designee to apply for 2021 funds and execute all contracts necessary to implement the 2021 CDBG Action Plan.
2. Authorizes the City Manager or designee to correct any errors that may be found in the adopted 2021 CDBG Action Plan, make minor adjustments to the individual allocations not to exceed 25% upon final Congressional appropriation, and to make minor changes that may be requested by HUD and/or the City Council, as permitted by CDBG regulations.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights the 22nd day of October 2020, by the following roll call vote:

Ayes:	Council Members:
Noes:	Council Members:
Abstain:	Council Members:
Absent:	Council Members:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit

A. Final 2021 CDBG Action Plan

FINAL 2021 Community Development Block Grant (CDBG) Action Plan

Public Hearing Date: October 22, 2020

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2021 Action Plan is a one-year plan for the Community Development Block Grant (CDBG) Program to help address the community development and low-income housing needs within the City of Citrus Heights. The following document covers year two of implementation of the city's 2020-2024 Consolidated Plan. The city's Housing and Grants Division is responsible for implementing both the Consolidated Plan and the annual Action Plan. The City plans to use a variety of funding sources to meet its housing and community development needs: CalHome, HOME, and other resources as they become available.

The city has not yet received notice from the U.S. Department of Housing and Urban Development (HUD) of its 2021 CDBG grant award. As a result, this draft plan is based on estimates of the city's potential allocation based on prior year allocations. To reduce delays in project start dates, the city is planning how it will allocate funds for the 2021 CDBG program year. When HUD announces the city's CDBG award amount, the city will follow this plan to determine the final amounts to allocate to each project.

The City estimates receiving approximately \$600,000 for its 2021 allocation of CDBG funds from HUD. In addition, the city has an estimated \$50,000 in program income from prior year programs. City staff has encouraged citizen participation throughout the Action Plan process. The city hosted a funding workshop to provide information to the public about the Request for Proposals (RFP) for CDBG public service funds. In addition, city staff provided information about the RFP for public service funds at various community meetings, such as the Collaborative meeting. Staff also invited residents to attend a public hearing on October 8, 2020, to provide feedback on the proposed 2021 Action Plan and provided individuals with an opportunity to review the draft document. Using research and input from the public, city staff formulated the objectives and outcomes briefly described below.

2. Summarize the objectives and outcomes identified in the Plan

The city's key objectives for the 2021 funding period are based on public outreach completed for the 2020-2024 Consolidated Plan and include the following:

Objectives:

- Build healthy communities;
- Improve public infrastructure;
- Enhance accessibility;

- Improve public services for priority populations;
- Improve housing access and affordability; and
- Expand economic opportunities.

The priorities align closely with three of the city Council's five year goals: diversity for changing economy," "improve community vibrancy and engagement," and "improve streets and infrastructure."

Within those priorities, the city identified eight main goals:

- Foster affordable housing;
- Provide services for people experiencing homelessness;
- Provide services for seniors and youth;
- Provide additional public services responsive to current public needs;
- Improve accessibility;
- Construct/upgrade public facilities;
- Effectively administer CDBG program to benefit the Citrus Heights community; and
- Affirmatively further fair housing.

3. Evaluation of past performance

The city evaluated its past performance as part of setting the goals and strategies associated with this Consolidated Plan. The city currently is underway with the following projects during the 2020-2024 Consolidated Plan period:

- 2019-20 Accessibility & Drainage Improvement Project;
- Signalized Intersection Improvement Project;
- Park and Public Facility Improvement Project;
- Allocated \$376,028 in CDBG-CV funding to non-profits, including: Sunrise Christian Food Ministry, WEAVE, Campus Life Connection, Sacramento Self-Help Housing Renters Helpline, Supplemental Navigator Program, and Great Plates Delivered Program.

In addition, the city typically devotes the full 15 percent of CDBG funds allowed to public services, serving thousands of households with a range of services, from meals to housing counseling. Many households have come depend on these services. The city plans to continue to devote the maximum allowable CDBG funding to public services, and to supplement it with General Fund revenue.

4. Summary of Citizen Participation Process and consultation process

The city offered several opportunities for public participation and comment throughout the Action Plan process:

On August 21, 2020, City staff held a funding application workshop for non-profit organizations interested in applying for public service funds. The workshop was noticed in a variety of ways. Staff sent emails to a large mailing list of interested persons and organizations along with a news items posted on the City's website. A total of eight participants attended the CDBG application workshop.

The city invited the public to comment at the October 8, 2020 City Council meeting, wherein the City Council will consider the draft federal 2021 Community Development Block Grant (CDBG) funding recommendations. The City will also offer an opportunity for public comment at the October 22, 2020 City Council meeting when the Council considers final adoption of the 2021 Action Plan.

The 2021 Action Plan will be available for public review during public comment period from September 21 to October 22, 2020. A public notice announcing its availability was published in *The Sacramento Bee* on September 21, 2020. The first public hearing on the 2021 Action Plan was held virtually via Zoom at the Citrus Heights City Council meeting on October 8, 2020; the second public hearing will also be held virtually on October 22, 2020.

5. Summary of public comments

Comments received during public comment period from September 21 – October 22, 2020:

- No public comment has been received. All public comment will be documented as received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comment has been received.

7. Summary

As part of the Consolidated Plan effort, the city selected two key priorities:

- Building health communities;
- Expand economic opportunities.

These priorities align closely with three of the city Council's five goals: "diversify for a changing economy," "improve community vibrancy and engagement," and "improve streets and infrastructure."

Within those priorities, the city identified eight main goals:

- Foster affordable housing;
- Provide services for people experiencing homelessness;
- Provide services for seniors and youth;
- Provide additional public services responsive to current public needs;
- Improve accessibility;

- Construct/upgrade public facilities;
- Effectively administer CDBG program to benefit the Citrus Heights community; and
- Affirmatively further fair housing.

To address these goals, the city plans to fund the construction of affordable housing on Sayonara Drive, provide loans to homeowners for health and safety repairs, support nonprofits offering a wide-range of social services, provide services to those experiencing homelessness, assist with accessibility and other improvements to public facilities. Other types of projects may be considered as needed throughout the Consolidated Plan timeframe. The city anticipates funding activities using a variety of sources, including CDBG, HOME, General Fund, and grants received by the City. The city will work with local and regional nonprofits, as well as affordable housing developers, to implement many of the activities.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		CITRUS HEIGHTS	Community and Economic Development Department
HOME Administrator		CITRUS HEIGHTS	Sacramento Housing and Redevelopment Agency (SHRA)

Table 1 – Responsible Agencies

Narrative (optional)

The City of Citrus Heights Housing and Grants Division, within the Community Development Department, serves as the lead agency for the Consolidated Plan and the administration of CDBG, HOME, and other housing and community development funds. Within the Housing and Grants Division, the Housing and Human Services Program Coordinator oversees the administration of the CDBG program. The Grants and Housing Technician assists in administering the CDBG program.

For the receipt of HOME funds, Citrus Heights is in a consortium with Sacramento County, City of Sacramento, and the City of Rancho Cordova. The Sacramento Housing and Redevelopment Agency (SHRA) is the lead agency in the city's HOME consortium.

Consolidated Plan Public Contact Information

City of Citrus Heights
Attn: Stephanie Cotter
6360 Fountain Square Drive
Citrus Heights, CA 95621
(916) 727-4768
scotter@citrusheights.net
www.citrusheights.net

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Citrus Heights made efforts to consult a wide-ranging group of stakeholders during the development of the Consolidated Plan. The city's consultation efforts are summarized in the following section.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In preparing the Consolidated Plan, the City of Citrus Heights consulted with a number of local service providers and public agencies to identify local needs and evaluation opportunities for partnership and improved coordination. The city also participated in an extensive public outreach campaign to assess community needs and priorities. The following sections will discuss the consultation process, the public comment process, and the planned coordination efforts for the next five-year Consolidated Plan cycle.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Sacramento Steps Forward is the nonprofit group that manages the regional Continuum of Care. The city cooperates with Sacramento Steps Forward whenever possible, including serving on the Continuum of Care Advisory board, participating in the Funders Collaborative, prompt response to requests for data, and ongoing participation in the Continuum of Care discussions. The city's Housing and Human Services Program Coordinator maintains a seat on the Continuum of Care Advisory Board and actively participates in regional coordination through the Funder's Collaborative and other regional subcommittees. The city supports the Citrus Heights Homeless Assistance Response Team (HART) and its efforts, including the Winter Sanctuary, Student Connect, a resource fair for students and families in transition, the Veterans Stand Down, and other events throughout the year. The city's Homeless Navigator provides outreach and services for people experiencing homelessness. The city's Homeless Navigator also provides housing counseling services to those at-risk of homelessness. Additionally, Meals on Wheels and the Sunrise Christian Food Ministry provide emergency food services to those at-risk of homelessness and those currently experiencing homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Sacramento Steps Forward administers the Homeless Information Management System (HMIS) as well as the available Emergency Shelter Grant (ESG) funds for the Sacramento region. The city participates in

improving the HMIS system through the Continuum of Care Advisory Board. The city's Housing and Human Services Program Coordinator serves on the Continuum of Care Advisory Board and assists in the development of regional programs, policies, and procedures. The city is working to become more involved in the allocation of ESG funds through the regional Funders Collaborative.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities

The table below outlines the agencies, groups, organizations who participated in the consultation process.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Citrus Heights
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development

	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Staff consulted with representatives from the Community Development Department, General Services Department, and Police Department as part of the development of the Consolidated Plan. Stakeholder surveys were emailed to representatives from the three departments listed above. In addition, staff held meetings with department representatives to further discuss department priorities and opportunities for increased coordination. In addition, all city staff members were emailed a link to participate in the community survey. In discussions with other departments, staff in the Citrus Heights Police Department identified a need for additional resources for the Citrus Heights Homeless Navigator. While she has been successful, there is a need for additional housing, both temporary and permanent, and resources for related costs to eliminate barriers to housing, such as application fees and transportation. Staff in the General Services Department identified a need for accessibility improvements to public infrastructure, such as upgrades to signalized intersections and ADA-compliant sidewalks and crosswalks. The Community Development Department identified a need for improvements to parks and public facilities within the city as well as a need to rehabilitate aging housing stock.</p>
2	Agency/Group/Organization	Citrus Heights Collaborative

	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Other government - Local Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy

	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Citrus Heights Collaborative is an informal network of community members representing government agencies, nonprofits, religious institutions, businesses, and neighborhood groups. Specifically, the group is comprised of local government, nonprofits, and community members, fraternal and faith-based organizations. City staff held a work session at the Collaborative meeting on September 12, 2019 Collaborative meeting to obtain stakeholder feedback. A total of 21 stakeholders attended the Collaborative work session. Citrus Heights Staff: Colleen McDuffee, Community Development Director Mary Poole, Operations Manager, General Services Organizations: San Juan Unified School District, Natalia Aguirre, Elizabeth Thomas, Christina Sparks, Mariela Silva, Debbie Chiguina-Owens Aetna Better Health - Merrett Sheridan, Martin Gonzales CH Resident (Antelope Neighborhood), Ken Horner Sylvan Middle School Neighborhood Liaison, April Jacek Sunrise Recreation Park District, Becky Henz The Glass Slipper, Jackie Guzman Sayonara Center, Julie Habeeb Crossroads, Matthew Rorario, Maihina Lee Stakeholders from the Collaborative noted the clients they serve have a need for increased access to transportation, free after school programs, mental health services, affordable housing (particularly for transitional youth), increased number of foster families, employment opportunities, emergency food, and recreational opportunities.</p>
3	Agency/Group/Organization	SUNRISE RECREATION AND PARK DISTRICT
	Agency/Group/Organization Type	<p>Services-Children</p> <p>Services-Elderly Persons</p> <p>Services-Persons with Disabilities</p> <p>Services-homeless</p> <p>Other government - Local</p>

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Sunrise Recreation Park District (SRPD) participated via the city's online stakeholder survey and at the September 13 Collaborative meeting. SRPD staff noted a lack of funding as a factor that impacts its ability to provide services to the Citrus Heights community. SRPD staff also stated generally how the homeless population continues to grow and parks are being heavily impacted by transient and drug activity. SRPD also noted a need to get the word out about available services and programs.
4	Agency/Group/Organization	About Kidz
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	About Kidz participated in the city's online stakeholder survey. The nonprofit provides school supplies, sports program sponsorships, and tutoring services for low-income students. The nonprofit noted the following as their greatest needs include: school supplies, access to youth sports, tutoring, transpiration, and mentoring. Funding was listed as the organizations greatest need.
5	Agency/Group/Organization	Sacramento Self Help Housing
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Sacramento Self-Help Housing (SSHH) provides housing counseling and homeless navigation services for the City of Citrus Heights. The city's Homeless Navigator completed the city's online stakeholder survey and identified housing as the greatest need of her clients.
6	Agency/Group/Organization	Campus Life Connection, Sayonara After School Program
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Campus Life Connection participated in the city's online stakeholder survey and the Collaborative work session on September 13. The nonprofit operates the Sayonara Center and provides after-school tutoring, mentoring, and food to Citrus Heights students. The following were identified as the clients greatest needs: nonperishable food for children when school is out (weekends & holidays), mentorship, safe space, community, homework assistance and support, recreational opportunities for youth. The nonprofit noted its organizations greatest needs are locating enough food to provide good meals each day and funding to staff the Center.

7	Agency/Group/Organization	WEAVE
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	WEAVE completed the city's online survey. The organization stated their clients greatest need is safety, including emergency shelter, protective orders, legal assistance, advocacy, and counseling. WEAVE noted barriers to providing services include transportation and funding. Existing shelters are not located in Citrus Heights which can create transportation barriers for victims who need shelter but also continue to work or have children in Citrus Heights.
8	Agency/Group/Organization	City of Woodland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff sent an email to representatives of neighboring local governments asking these questions. 1) What are your housing and community development priorities? 2) Is there anything the City of Citrus Heights can do to improve coordination between local governments/agencies in order to advance regional housing and community development priorities? Dan Sokolow, Senior Planner, noted the City of Woodland have the following high priority needs including: Public Services: emergency food and shelter for the homeless and at risk homeless, youth services, employment training, crime awareness, fair housing counseling, and health services. Infrastructure: public facilities and improvements (general, including accessibility for physically disabled, ADA), youth centers, parks, recreational facilities, rehabilitation of single family homes, and administration for single family rehabilitation program.
9	Agency/Group/Organization	San Juan Unified School District
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff consulted representatives from the San Juan School District (SJUSD) via an online stakeholder survey and the Collaborative work session, SJUSD representatives noted a need among clients for free after school programs, expanded mental health services, one-on-one mentoring programs, community events, housing for transitional aged youth, and more foster families. SJUSD stated barriers to provide services in Citrus Heights include a lack of funding, transportation, and trust issues related to immigration status.
10	Agency/Group/Organization	SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
	Agency/Group/Organization Type	PHA Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff consulted with SHRA via online stakeholder survey as well as targeted emails and phone calls. SHRA provided the city with information related to public housing properties; this information has been included in the Market Analysis and Needs Assessment sections.
11	Agency/Group/Organization	First Call Hospice
	Agency/Group/Organization Type	Services-Elderly Persons Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff consulted with Rachelle Doty via stakeholder survey as well as targeted emails and phone calls. Rachele Doty noted the greatest need for her clients include caregiving, caregiving support, and financial assistance. The survey response indicates there is a need for more community outreach to inform the public of hospice benefits currently available to community members as part of the Medicare program.
12	Agency/Group/Organization	Citrus Heights Homeless Assistance Resource Team
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff consulted with Kathilynn Carpenter, Executive Director of HART via email. Ms. Carpenter noted a significant need for funds to provide housing assistance. In addition, Ms. Carpenter expressed a need for a HART transitional home to provide emergency housing in Citrus Heights. Two HART volunteers who filed out the online stakeholder survey pointed out the need for more housing, clothing, and support for those experiencing homelessness in Citrus Heights. The group expressed a need for an additional homeless navigator and more funding to support services. The biggest barriers cited by HART include lack of housing for vulnerable individuals and empathy from community members toward people in need.
13	Agency/Group/Organization	Citrus Heights Chamber of Commerce
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff consulted representatives of the Citrus Heights Chamber of Commerce via an online stakeholder survey. Ilene Martzen, Chamber of Commerce Board Chair, stated the clients are primarily business owners. The Chambers greatest needs include opportunities for business owners to meet other business owners in order to be referred to business associates, friends, and families to grow their businesses. The Chamber is working to increase the number of signature economic development events offered annually in Citrus Heights.

14	Agency/Group/Organization	Sacramento County Behavioral Health Services
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted with Sacramento County Division of Behavioral Health Services via the city's online stakeholder survey. Monica Rocha-Wyatt submitted a survey response indicating there is a need for affordable housing, educational support and opportunities, and supporting navigating systems. One barrier noted is the lack of adult mental health service provider in Citrus Heights.
15	Agency/Group/Organization	Development Services - City of Elk Grove
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>City staff consulted with City of Elk Grove via email. Alicia Tutt, Development Services Housing with City of Elk Grove provided input. What are your agency's top priorities related to housing and community Development? 1. New construction of affordable housing units. 2. Addressing missing middle housing. 3. Strategic land acquisition 4. Improve accessibility. Is there anything the city can do to help advance your agency's housing community development priorities? 1. Continue to be an active partner in regional collaborations and partnerships.</p>
--	---	--

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were excluded from consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Sacramento Step Forward	Addressing housing and service needs for homeless individuals and families.
Housing Element	City of Citrus Heights	Addressing multi-family housing sites, actions to encourage development of new affordable housing, and barriers to new affordable housing.

Table 3 – Other local / regional / federal planning efforts**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

The City of Citrus Heights will continue to cooperate and coordinate with other public agencies to help meet the goals identified in the Consolidated Plan. These agencies include: California Department of Housing and Community Development, Sacramento Housing and Redevelopment Agency, Sacramento Steps Forward, HUD, Department of Veterans Affairs, CalVet, San Juan Unified School District, Sacramento County Department of Health and Human Services, Sacramento County Department of Human Assistance, Sacramento County, City of Sacramento, City of Rancho Cordova, and City of Elk Grove. In addition, other agencies or units of local government that may assist the city in reaching its Strategic Plan goals.

Narrative

As part of the Funders Collaborative, city staff coordinates regularly with Sacramento County, City of Elk Grove, City of Rancho Cordova, Sacramento Housing and Redevelopment Agency, and a number of other local agencies. Citrus Heights recently completed a regional Analysis of Impediments in participation with a number of local agencies. Citrus Heights also partners with Sacramento County, SHRA, City of Rancho Cordova, and the City of Folsom on a regional Renters Helpline service. Lastly, the city is partnering with the State of California (through the No Place Like Home Program), Sacramento County, and SHRA on the Sunrise Pointe Apartments Project - a 46-unit permanent supportive housing project in Citrus Heights. The City of Citrus Heights allocated its future HOME funding to support this project and it is currently awaiting tax credits to finalize the project financing.

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Citrus Heights completed a robust citizen participation process during the development of the 2020-2024 Consolidated Plan. Outreach included traditional local newspaper announcements for meetings, public hearings, and publications on the city's website. The city also included two online surveys – one for community members and one targeted at stakeholders. The city promoted the public meetings and survey through social media platforms such as Twitter, Facebook, and Next Door; published news items on the city's website, encouraged local press

coverage, and held a community meeting in a lower-income neighborhood to increase participation. The table below outlines specific public outreach efforts.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Neighborhood Residents & Stakeholders</p>	On August 21, 2020, City staff held a CDBG funding application workshop for non-profit organizations interested in applying for public service funds. The workshop was noticed in a variety of ways. Staff sent emails to a large mailing list of interested persons and organizations along with a news items posted on the City's website. Eight participants attended the CDBG application workshop.	No comments have been received as of yet.	No comments have been received as of yet.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Residents of Citrus Heights and Service Providers</p>	The city posted a public notice in the Sacramento Bee on September 21, 2020, to notify the public about the public comment period for the draft 2021 Annual Action Plan, and advertising the date of the public hearing on October 8, 2020 to consider the draft 2021 Annual Action Plan document.	No comments have been received as of yet.	No comments have been received as of yet.	

3	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Citrus Heights Residents and Service Providers</p>	The city held a virtual public hearing on October 8, 2020, to receive public feedback and City Council will hear recommendations on the draft 2021 Annual Action Plan.	<p>1. Julie Habeeb, Sayonara Center submitted a public comment: We are grateful for the City of Citrus Heights continued support of the Sayonara Center and efforts to benefit the underserved children and their families in the community. We have felt extremely supported by city staff this past year.</p> <p>2. Kevin McAllister, Meals on Wheels by ACC submitted public comment: Thank you for supporting Meals on</p>	The city accepted all comments.	
---	----------------	--	--	--	---------------------------------	--

				<p>Wheels by ACC efforts to ensure that the seniors of Citrus Heights receive meals, wellness checks, and supportive services during these unprecedented times. It is our hope that we continue to partner together, for many years to come.</p> <p>3. Tara Taylor, Single Mom Strong provided public comment: We are proposing to provide tutoring and distant support for school aged children. Thank you for</p>		
--	--	--	--	---	--	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				considering our application, we are really working hard to establish support from the residents in Citrus Heights – thank you again for your consideration.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Resident of Public and Assisted Housing</p> <p>Citrus Heights Residents and Service Providers</p>	The city will hold a virtual public hearing on October 22, 2020, to receive public feedback and have City Council adopt the final 2021 Annual Action Plan.	No comments have been received as of yet.	No comments have been received as of yet.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The city is a CDBG entitlement jurisdiction. Citrus Heights received a 2020 grant of \$639,213 and a CDBG-CV Phase I allocation of \$376,028. In addition, on September 11, 2020 the city received a CDBG-CV Phase II allocation of \$544,198. These CDBG-CV Phase II funds have yet to be allocated to projects. To date, we have received \$32,103 in loan repayments and we have \$727,778 in rollover funding from prior years. The expected amount available for the remainder of the Con Plan period assumes the city will receive \$600,000 in entitlement funds annually. Additionally, Citrus Heights is in a regional HOME Consortium, administered by SHRA. The city works closely with SHRA to allocate HOME funds that are available for use in Citrus Heights.

Along with these federal entitlements, Citrus Heights works with SHRA, the County, and developers when possible to utilize Low-Income Housing Tax Credits, the State of California's housing programs, and other available opportunities to support housing development. The County of Sacramento received a No Place Like Home grant for the Sunrise Pointe Apartments in Citrus Heights. This project has been a regional collaboration with various funding sources.

The Anticipated Resources Matrix outlines each of these funds, expected amounts available in Year 2 and a projection of resources between FY 2021 and FY 2024, as well as a list of eligible uses of funds per HUD regulations. The amounts include funds subject to administrative caps, which will not be spent on programming identified in the Goals section of SP-45. These include city staff salary and fringe benefits, as well as other planning and administrative activities.

Other resources that may be employed include funds provided under other HUD programs, grants from the Federal Emergency Management Agency, State of California Department of Housing and Community Development, federal tax credits and mortgage credit certificates, City of Citrus Heights General Funds, and other federal or state grant programs.

One of the main obstacles to meeting community needs is inadequate resources for programs that could address these needs. During the period of time leading up to this Consolidated Plan, the State of California and local governments experienced a dearth of resources to finance

affordable housing and affordable housing production has lagged as a result.

For the period of this current Consolidated Plan, the State of California has dedicated additional resources and we expect that the production volume will increase. This will be made possible by a \$4 billion dollar statewide affordable housing bond approved by the voters in November of 2018 and a new, ongoing source of affordable housing approved by the legislature in 2017 (Senate Bill 2). The State has significantly increased the amount of resources available to support housing for homeless and mentally ill; however, most of those resources are allocated to the County and Continuum of Care agencies and the city does not receive any funding directly.

Most of the new resources require affordable housing developers to compete with one another for a limited amount of funding. The city will continue to work with developers and regional partners to demonstrate local support and financial leverage to place developments in the best position to obtain these limited dollars.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	600,000	50,000	-	650,000	1,950,000	The city is a CDBG entitlement jurisdiction. This includes a 2021 grant amount of \$600,000. We expect to receive \$50,000 in loan repayments. The expected amount assumes the city will receive \$600,000 in entitlement funds annually.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
General Fund	public - local	Public Services	134,100	0	0	134,100	402,000	The city allocates General fund money to nonprofits to benefit public services.
Other	public - federal	Acquisition Housing	2,280,000	0	0	2,280,000	0	The city uses HOME funds as part of the HOME Consortium. On January 23, 2020, the Citrus Heights City Council approved an allocation of \$2,280,000 of the HOME funds reserved for the City of Citrus Heights to be used for the Sunrise Pointe Apartments. The 46-unit permanent supportive housing project has been approved and is waiting for federal tax credits to proceed with construction. SHRA approved to advance the city its future allocation of HOME funds in order to provide a competitive local match to the project and increase the chances it receives federal tax credits.
Other	public - federal	Admin and Planning Public Services	120,000	0	0	120,000	360,000	The city received an annual CDBG allocation at approx. \$600,000 – 20% goes towards planning and administration of the grant.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Housing	50,000	0	0	50,000	150,000	The city receives program income from prior years Calhome grants.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There is no federal requirement for the city to match CDBG funds with other non-federal program resources. In FY 20/21, the city allocated \$134,100 in General Fund revenue to nonprofits providing a community service in Citrus Heights, in addition to the CDBG investments. All capital improvement projects funded with CDBG have been able to take advantage of other federal and state funding sources, including Measure A funds and Drainage funds, to complete design, engineering, and construction work that exceeds the city's CDBG allocation for these projects. With respect to public services, the city requires all subrecipients to identify other resources that will be utilized during the program year to operate and implement CDBG-supportive activities. It is the city's intent to ensure that adequate non-federal and private funds are available, thus minimizing the dependence on federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Some projects that may help address the needs identified in the plan include the Sayonara affordable housing project, which is currently in the pre-planning phase. Previously, the city purchased and demolished 15 complexes and 1 eight-plex on the street with the intent of replacing them with a new affordable housing development. In that same neighborhood, on Sayonara Drive, the Citrus Heights Children and Youth Center was recently funded completed with CDBG funds in the 2010-2014 Consolidated Plan period.

Citrus Heights currently contains 90 units of public housing, which is generally in good condition. SHRA, which oversees public housing, has policies in place to inspect units, perform regular maintenance, and offer support to households attempting to achieve self-sufficiency. This helps provide affordable housing to the low-income populations in the community.

The city has made efforts to 1) take the lead in the design, construction, and funding of public improvements; 2) improve the appearance of commercial districts; and 3) stimulate private investment. These efforts have included streetscape enhancement projects and a campaign to revitalize the Auburn Boulevard Specific Plan Area. The campaign included assisting business owners with improving their customer base, one-on-one consulting, and a variety of grants and fee waivers to assist the property and business owners along the Auburn Boulevard corridor.

Discussion

Affordable housing developers and the city must be as creative as possible to find other sources of funding from state programs targeted to low- and moderate-income households, other non-HUD federal sources, private loan funds, federal and state tax-credits, and local funding. In order to win tax credits, multiple sources of funding are required and the minimum matching requirements are typically far exceeded in each project. These resources include funds provided under other HUD programs, the Economic Development Administration, the Federal Emergency Management Agency, federal, state and local energy efficiency programs, federal and State tax credits and mortgage credit certificates, and other federal grant programs as may be identified

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Foster affordable housing <i>Housing Preservation Program & First-Time Homebuyer Program</i>	2020	2024	Affordable Housing	City-wide CDBG Target Area	Building Healthy Communities Improve Housing Access and Affordability	CDBG: \$190,000	Homeowner Housing Rehabilitated: 9 Household Housing Unit Direct Financial Assistance to Homebuyers: 2 Households Assisted
2	Services for people experiencing homelessness <i>Housing Counseling & Navigator Program</i>	2020	2024	Homeless	City-wide	Improve Public Services for Priority Populations	CDBG: \$16,000 General Fund: \$35,400	Homelessness Prevention: 100 Persons Assisted & Housing Counseling: 112 Persons Assisted – Total of 212 Persons Assisted
3	Services for seniors and youth <i>Meals on Wheels, Campus Life Connection, Single Mom Strong</i>	2020	2024	Non-Homeless Special Needs	City-wide	Building Healthy Communities Improve Public Services for Priority Populations	CDBG: \$38,689 General Fund: \$93,000	Public service activities other than Low/Moderate Income Housing Benefit: 399 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Provide public services responsive to current need <i>Sunrise Christian Food Ministry & WEAVE</i>	2020	2024	Non-Homeless Special Needs	City-wide	Improve Public Services for Priority Populations	CDBG: \$14,431 General Fund: \$5,700	Public service activities other than Low/Moderate Income Housing Benefit: 8540 Persons Assisted
5	Improve accessibility <i>Citywide Accessibility & Drainage Improvement Project</i>	2020	2024	Non-Housing Community Development	City-wide CDBG Target Area	Improve Public Infrastructure Enhance Accessibility	CDBG: \$390,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1500 Persons Assisted
6	Affirmatively further fair housing <i>Renter's Helpline Program</i>	2020	2024	Affordable Housing	City-wide CDBG Target Area	Building Healthy Communities Improve Public Services for Priority Populations	CDBG: \$22,871	Public service activities other than Low/Moderate Income Housing Benefit: 425 Persons Assisted
7	Effectively administer CDBG program	2020	2024	Program Administration	City-wide	Building Healthy Communities Improve Housing Access and Affordability	CDBG: \$120,000	To effectively administer the CDBG program.

Table 6 – Goals Summary

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Foster affordable housing
	Goal Description	The city will foster affordable housing by rehabilitating units in need of health-related, and safety repairs, and provide down payment assistance to low-income homebuyers.
2	Goal Name	Services for people experiencing homelessness
	Goal Description	The city plans to support homeless housing efforts where possible and continue to fund the Housing Counseling and Navigator Program.
3	Goal Name	Services for seniors and youth
	Goal Description	The city will continue to support programs and services that focus on senior and youth populations. Services include the Meals on Wheels Senior Program, Sayonara after-school program, and Single Mom Strong.
4	Goal Name	Provide public services responsive to current need
	Goal Description	The city will continue to support public service programs and efforts based on community needs and changing public needs. Additionally, the city will continue to support essential services including domestic violence and an emergency food closet to low- and moderate-income persons.
5	Goal Name	Improve accessibility
	Goal Description	The city will fund public works projects to provide residents with accessible routes in the city.
6	Goal Name	Affirmatively further fair housing
	Goal Description	The city will continue to fund programs that seek to maintain fair housing through the Renters Helpline. The services provided will include fair housing testing, housing counseling, and anti-discriminatory efforts.
7	Goal Name	Effectively administer CDBG program
	Goal Description	The city will continue to prioritize effectively by administering the CDBG program. CDBG funds will be used for the betterment of the City of Citrus Heights.

Projects

AP-35 Projects – 91.220(d)

Introduction

The table below summarizes the city's recommendation to allocate 2021 Community Development Block Grant funding. On September 9, 2020, the Quality of Life Committee recommended funding the following 2021 CDBG projects. On October 8, 2020, the City Council will hold a virtual public hearing on the draft 2021 Action Plan, on October 22, 2020; the City Council will adopt the final 2021 Action Plan.

Projects

#	Project Name
1	Public Services (2021)
2	Public Infrastructure Projects
3	Housing Preservation Programs
4	Planning & Administration (2021)

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In making project recommendations, consideration is given based on a variety of thresholds that projects must meet to comply with CDBG objectives, including meeting one of the national objectives and addressing one of the community priorities set out in the Consolidated Plan. Staff took into account activity need and justification, cost reasonableness and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application.

While there are several constraints to meeting the needs of low-income residents, the primary obstacle is the lack of funding to fully address all needs. The economic challenges facing the nation have forced many nonprofits to cut services at a time when governmental entities and others are least able to provide them. In response to the level of need, the city has maintained its commitment to providing local funding to nonprofits, even though budget cuts that have been required in a number of areas.

A second obstacle to meeting underserved needs is the location of many available services is in the City of Sacramento. Citrus Heights works closely with the regional transit agencies to improve access, and there are several daily public transportation linkages between Citrus Heights and downtown Sacramento.

AP-38 Project Summary
Project Summary Information

1	Project Name	Public Services (2021)
	Target Area	City-wide
	Goals Supported	Services for people experiencing homelessness Services for seniors and youth Provide public services responsive to current need Affirmatively further fair housing
	Needs Addressed	Building Healthy Communities Improve Public Services for Priority Populations Expand Economic Opportunities
	Funding	CDBG: \$90,000 General Fund: \$134,100
	Description	Provide public services to low- and moderate-income households and individuals, including services for seniors, persons with disabilities, and homeless persons, youth, and families.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	About 9,636 persons will benefit from the proposed activities, including seniors, youth, and persons with disabilities, persons experiencing homeless and low-income households.
	Location Description	Citywide to eligible participants

	Planned Activities	<p>PY 2021 EN Activities:</p> <p><u>Single Mom Strong:</u> Provide tutoring & distance learning support for families. The program will provide tutoring for approx. 72 youth, ages 5-12 of working parents during the time of social distance learning. Funding for this activity is estimated at \$8,698.</p> <p><u>Campus Life Connection:</u> Operate an after-school center that provides low-income youth with recreational activities. Activities include mentoring, tutoring, educational games, technology center, and daily nutritious meals to an estimated 105 youth. Funding for this activity is estimated at \$14,000.</p> <p><u>Meals on Wheels:</u> Provide a balanced, nutritious meals Mon-Fri, 250 days per year to an estimated 282 seniors either dining at Rusch Park Community Center five days a week or by delivery to homebound seniors. Funding for this activity is estimated at \$14,000.</p> <p><u>Sacramento Self-Help Housing (Housing Counseling/Navigator):</u> To provide housing counseling services to approximately 100 households at-risk of becoming homeless and navigator services to approximately 112 households currently homeless. Available public service funding, estimated at \$16,000.</p> <p><u>Sacramento Self-Help Housing (Renters Helpline):</u> To provide a telephone and Internet-based "Renters Helpline" as well as counseling, dispute resolution, and fair housing services to approximately 425 households. Funding for this activity is estimated at \$22,871.</p> <p><u>Sunrise Christian Food Ministry:</u> To provide ongoing emergency food to approximately 8,500 low-income and homeless persons in Citrus Heights. Funding for this activity is estimated at \$7,215 plus any additional public service funding the city receives up to the maximum 15% of the city's grant amount will be directed toward this activity, up to the request amount of \$22,000.</p> <p><u>W.E.A.V.E.:</u> Operate a Violence Reduction Team (VRT) to provide response services in partnership with the CHPD to approximately 40 individuals. Funding for this activity is estimated at \$7,216.</p>
2	Project Name	Public Infrastructure Projects
	Target Area	CDBG Target Area
	Goals Supported	Improve accessibility Construct/upgrade public facilities

	Needs Addressed	Building Healthy Communities Improve Public Infrastructure Enhance Accessibility
	Funding	CDBG: \$390,000
	Description	2021 Accessibility & Drainage Improvement Project
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,500 persons will receive benefits, including seniors, youth, homeless persons, and low-income households. Additionally, some neighborhoods will experience area benefits from park and public infrastructure improvements. Funding for this activity is estimated at \$390,000, or 100% of the city's available capital funding for PY 2021, after the 15% is deducted for Public Services and 20% is deducted for Planning and Administration.
	Location Description	The 2021 Accessibility Improvement Project will all take place primarily in the CDBG Target Area, which includes all census blocks with 51% or higher concentration of low- and moderate-income households.
	Planned Activities	2021 Annual Accessibility and Drainage (ADA) Project: Complete accessibility improvements to sidewalks, such as installing missing or repairing damaged sidewalks, installing ADA-compliant pedestrian ramps, and relocating drainage inlets as necessary at various locations yet to be determined, primarily located in CDBG target areas.
3	Project Name	Housing Preservation Programs
	Target Area	City-wide
	Goals Supported	Foster affordable housing
	Needs Addressed	Building Healthy Communities
	Funding	CDBG: \$190,000
	Description	Housing repair loans, mobile home grants, and accessibility grants for low-income homeowners, and administration of these activities.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately nine low- and moderate-income households will be assisted through the Housing Repair Program.

	Location Description	Citywide
	Planned Activities	This activity is continued from PY 2020. 1. Housing repair loans (up to \$60,000), mobile home grants (up to \$10,000), and accessibility grants (up to \$5,000) for low-income homeowners. Funding allocation; estimated @ \$190,000 of PY 2020 EN funding.
4	Project Name	Planning & Administration (2021)
	Target Area	City-wide
	Goals Supported	Effectively administer CDBG program
	Needs Addressed	Building Healthy Communities Improve Public Services for Priority Populations
	Funding	CDBG: \$120,000
	Description	Provide general staff administration of CDBG programs and activities, including Integrated Disbursement and Information System (IDIS) administration, program setup, reporting, planning, and subrecipient training and monitoring. A National Objective designation does not apply to activities completed under this project.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/a
	Location Description	N/a
	Planned Activities	General Planning and Administration, funding is 20 percent of annual grant amount plus program income, estimated at \$120,000.

AP-50 Geographic Distribution - 91.420, 91.220(f)**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The geographic distribution is predicted on the nature of the activity to be funded. The majority of the activities the city plans to conduct will be offered to eligible persons citywide.

Projects are focused on the low- and moderate-income census blocks, known as the CDBG target area. Project locations are selected in coordination with the city's General Services Department that is based on resident input and timing with other planned projects in order to leverage non-CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds
City-wide	15
CDBG Target Area	85

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The city prioritizes funding primarily within the low-income neighborhoods (at least 51% of low- and moderate-income neighborhoods).

Discussion

Geographic priorities include low- and moderate-income census tracts within the City of Citrus Heights.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

While there are several constraints to meeting the needs of target-income residents, the primary obstacle is the lack of funding to fully address all needs. Economic challenges in recent years forced many nonprofits to cut services.

Actions planned to address obstacles to meeting underserved needs

The economic challenges in recent years have forced many nonprofits to cut services at time when government entities and other are least able to provide them. There is no federal requirement for the city to match CDBG funds; however, the city has maintained a commitment to provide local funding to nonprofits despite other budget cuts. As such, the city's general fund commitment for FY 20/21 is \$134,100.

Another obstacle to meeting underserved needs is the locations of many available services are in the City of Sacramento. Citrus Heights works closely with the regional transit to improve access, and there are several daily public transportation linkages between Citrus Heights and downtown Sacramento.

Another obstacle is the city's lack of vacant land available for development. The city will focus heavily on preservation of the existing housing stock through the Housing Repair Program.

Actions planned to foster and maintain affordable housing

In 2021, the city will offer several programs to foster and maintain affordable housing: The Housing Repair Program will offer low-interest loans/grants to homeowners making health and safety repairs to their homes. This program will be funded using prior-year CDBG funds and loan repayments. The city's First-Time Homebuyer Program will offer 30-year deferred loans to first-time homebuyers for down payment assistance. The city will continue to support Code Enforcement programs, such as the Rental Housing Inspection Program, that assure low-income households have a safe, decent, and appropriate place to live. The city will continue to support public services through nonprofits funded by CDBG that serve the community's youth, seniors, domestic violence victims, families, and those with special needs. The city will work with developers of the Sunrise Pointe affordable permanent supportive housing project to identify additional funding sources to fill the remaining funding gap. The city approved the project in 2018 and allocated \$2,280,000 in HOME Consortium funds to the 47-unit project planned for Sunrise Boulevard in Citrus Heights. The project is currently under consideration for federal tax credits.

Actions planned to reduce lead-based paint hazards

While most housing units were built prior to 1978, target income households that may contain lead-based paint occupy an estimated 5,312 units. The city will provide lead-abatement assistance for residential units through the Housing Repair Program. The city contracts with a third-party firm to

administer its Housing Repair Program.

Currently, the city's consultant, NeighborWorks Homeownership Center Sacramento Region, has staff qualified to evaluate lead-based paint hazards and implement lead-safe work practices. Independent contractors are employed to develop the appropriate lead hazard reduction plans and or abatement scopes of work. The programs will comply with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures regarding lead-based paint in all repair programs will include notification and identification.

Actions planned to reduce the number of poverty-level families

The city's anti-poverty strategy is based on providing a range of supportive services aimed at enabling those in poverty to move into the workforce or obtain benefits to which they are entitled (social security, disability). During the 2021 program year, Sacramento Self-Help Housing will provide housing counseling and supportive services. The city will also continue to support activities that preserve and expand the supply of housing affordable to low-income households.

Actions planned to develop institutional structure

The city's Housing and Grants Division is responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Annual Action Plan. The Housing Division works in close consultation with the city's advisory committees, Citrus Heights Collaborative, General Services Department, and with the Director of Community Development Department.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to work with the neighboring jurisdictions, such as the County and the City of Sacramento and Sacramento Housing Redevelopment Agency, to address the regional issues that affect the needs of low-income persons as well as special needs populations. The city will also continue to work with many of the local nonprofits that provide a range of services to low-income Citrus Heights residents. In addition, the city plans to work with other entitlement jurisdictions in the Sacramento County, City of Elk Grove, and City of Rancho Cordova to research issues of interest to all jurisdictions and to coordinate on shared subrecipient monitoring.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in the projects to be carried out.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	50,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	50,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

2021 CDBG Public Service Requests

Total Funds Requested \$133,969 Total Funds Available \$90,000

Public Service Agency	Service	2021 CDBG Request	Committee Recommendation	2020 CDBG Award	CDBG-CV Award	FY 20/21 General Fund Award
<i><u>New Funding Requests</u></i>						
Single Mom Strong	Tutoring & Distant Support for Families	8,698		-	-	-
Rebuilding Together Sacramento	Home Safety Modifications for Seniors	23,400*		-	-	-
<i><u>Currently Funded Agencies</u></i>						
Campus Life Connection	Sayonara After-School Program	15,000		14,430	15,750	11,000
Meals on Wheels	Senior Nutrition	16,000		14,000	-	82,000
Sacramento Self-Help Housing	Housing Counseling & Navigator Services	16,000**		16,000	125,000	35,400***
Sacramento Self-Help Housing	Renters Helpline	22,871**		21,140	8,400	-
Sunrise Christian Food Ministry	Ongoing Emergency Food to Low-Income & Homeless Population	22,000		14,430	30,000	5,700
W.E.A.V.E	Violence Reduction Team	10,000		10,000	30,000	-
TOTALS		\$133,969	\$90,000	\$90,000	\$209,150	\$134,100

*This is a capital activity, so it doesn't count toward the 15% public services cap.
**If not fully funded with CDBG, the contract will have to be supplemented with General Fund.
***Amount includes Community Support (\$35,400) – funding supported by CHPD budget.

2021 CDBG Public Service Requests

Agency Name Executive Director	Service Description Eligible CDBG Activity Service Location	2021 Request Amount Persons Served Cost per Objective	Previous Award (CDBG & Community Support Funds)	Staff Comments
Single Mom Strong, Inc.	Tutoring & Distance Learning Support for Local Families:	2021 CDBG \$8,689	N/a	<ul style="list-style-type: none">• Single Mom Strong was founded in 2015, local nonprofit with a mission to empower single mothers and their children through enrichment, encouragement and educational programs.• Single Mom Strong supports all working parents through a variety of programs.• The impacts of distance learning will be felt long after the pandemic has ended funds are being requested to support tutoring services for 2021.• Citrus Heights youth ages 5-12 will benefit from tutoring and distance learning support services.• Tutoring will be offered in person and virtually on Tuesdays, Wednesdays, and Thursday afternoons – will expand as necessary.• As the program fills, staggered start times will be offered, to be able to accommodate more students, with one student working on practice/independent work while the other has the tutor’s attention.• If funding were allocated, any children residing in Citrus Heights would receive free services and would have priority for the percentage of tutor’s time paid for with CDBG funds.
Executive Director: Tara Taylor	Single Mom Strong offers a School-Age Enrichment Program to care for children of working parents during the time of distance learning. Single Mom Strong is requesting CDBG support to fund tutoring services for Citrus Heights youth ages 5-12. Eligible CDBG Activity: Benefit low- and moderate-income families. Service Location: 7525 Auburn Boulevard, Suite 5 Citrus Heights, CA 95610	72 Youth \$121 per youth		

2021 CDBG Public Service Requests

Agency Name Executive Director	Service Description Eligible CDBG Activity Service Location	2021 Request Amount Persons Served Cost per Objective	Previous Award (CDBG & Community Support Funds)	Staff Comments
Rebuilding Together Sacramento Executive Director: Carrie Grip	Rebuilding Together Sacramento: The Safe at Home program will provide home safety modifications to accommodate mobility issues to homeowners with low-income, disabilities, and seniors. Eligible CDBG Activity: Benefit low- and moderate-income families.	2021 CDBG \$23,400 25 Households \$936 per household	N/a	<ul style="list-style-type: none">• Rebuilding Together Sacramento (RTS) was established in 1991. RTS has provided Safe at Home services in the Sacramento area since 2000.• RTS has managed CDBG funded programs for 25+ years for SHRA and City of Rancho Cordova.• Home modifications reduce the risk of falling by 50% and significantly increase the homeowner’s ability to live independently in comfort and safety.• Types of minor modifications: grab bars, stair railings, and repairs to stairs, shower stools, transfer poles, raised toilet seats, shower hoses, bath/shower mats, motion lights, smoke detectors, and fire extinguishers.• Properties eligible for improvements: single-family housing, half-plex (must be legally separate from adjoining structures, condominiums, mobile homes.• Leverage funding provided by SMUD, Agency on Agency, and other donations.• CDBG requested funds will go toward personnel and supplies.

2021 CDBG Public Service Requests

Agency Name Executive Director	Service Description Eligible CDBG Activity Service Location	2021 Request Amount Persons Served Cost per Objective	Previous Award (CDBG & Community Support Funds)	Staff Comments
Campus Life Connection Executive Director: Dan Palmer	Sayonara Center is a free, after-school program that provides low-income youth with recreational activities. Activities include mentoring, tutoring, educational games, technology center, and daily nutritious meals. CDBG activity benefits low- and moderate-income households. Service Location: Sayonara Center 7836 Sayonara Drive	2021 CDBG \$15,000 105 Youth \$248 per youth (cost includes CSF)	<u>2020</u> \$14,430 CDBG \$11,000 CSF 20/21 <u>2019</u> \$14,500 CDBG \$11,000 CSF 19/20 <u>2018</u> \$10,000 CDBG \$11,000 CSF 18/19	<ul style="list-style-type: none">• Sayonara Center opened in 2004 and 2011, the Center was built – Campus Life Connection administers the Center.• The Center is a free, after-school program that provided low-income youth with sports opportunities and recreational activities; mentoring; tutoring services and educational games; at technology center for students to complete school assignments; daily, nutritious meals; life-skills classes (e.g., cooking/baking classes, classes in preventing drug/alcohol use and domestic violence); enrichment activities (e.g. day trips, etc.), and much more.• In addition, the past three years the Center partnered with Mesas Verde high school’s Business Academy – three students complete a three-month internship at the Center.• <u>New Activities Offered at the Center:</u><ul style="list-style-type: none">• Book Club for elementary students, middle-and high-school students, a librarian from Sylvan Oaks and Fair Oaks Library comes to the Center and reads with the students.• <u>New Activities Offered During COVID-19</u><ul style="list-style-type: none">• Outdoor computer lab offered to students Monday-Thursday, 12 students are accommodated; snacks and water will be provided.• The Center has assembled 45 gift baskets for families with food and educational games.• Provides full dinners daily to families Monday-Friday.• Campus Life Connection has a large network of community support and volunteers.• CDBG funds are allocated to cover salary costs.

2021 CDBG Public Service Requests

Agency Name	Service Description	2021 Request Amount	Previous Award	
Executive Director	Eligible CDBG Activity	Persons Served	(CDBG & Community Support	Staff Comments
	Service Location	Cost per Objective	Funds)	
Meals on Wheels	Meals on Wheels provides	2021 CDBG	2020	<ul style="list-style-type: none">Meals on Wheels began providing meals to CH seniors in 2010.Provides 29,000+ meals to 282 seniors a year.<u>Congregate Nutrition Program</u> (Rusch Park Community Center)<ul style="list-style-type: none">Age 62+ who are in need of a nutritious meal can attend the Café Mon-Fri (Café site currently closed due to COVID-19-meals are delivered to the home).Serves 6,250 meals at Café to 122 unduplicated seniors.<u>Home Delivered Meals Program</u> (HDM) provides daily nutritional requirements to frail and homebound seniors.<ul style="list-style-type: none">Delivers 22,000+ meals to 160 unduplicated seniors.One hot, nutritious meal Mon-Fri or five frozen meals one time per week.Meals on Wheels contracts with Valley Services, a nationally recognized senior meal service provider.Requesting CDBG funds to help cover personnel costs for the MoW Café Coordinator.
Executive Director: Kevin McAllister	balanced, nutritious meals Mon-Fri,	\$16,000	\$14,000 CDBG	
	250 days per year to seniors dining	282 Seniors	\$82,000 CSF 20/21	
	at Rusch Park Community Center		2019	
	five days a week and deliveries to	\$348 per senior	\$14,000 CDBG	
	homebound seniors.	(cost includes CSF)	\$82,000 CSF 19/20	
	CDBG activity benefits seniors who		2018	
	are presumed to be low- and		\$14,000 CDBG	
	moderate-income.		\$82,000 CSF 18/19	
	Service Location:			
	Rusch Park (congregate meals)			
	City-wide (home delivered meals)			

2021 CDBG Public Service Requests

Agency Name Executive Director	Service Description Eligible CDBG Activity Service Location	2021 Request Amount Persons Served Cost per Objective	Previous Award (CDBG & Community Support Funds)	Staff Comments
Sacramento Self-Help Housing (SSHH) Executive Director: John Foley	Housing counseling services are for those at-risk of becoming homeless.	2021 CDBG \$16,000	<u>2020</u> \$16,000 CDBG \$35,400 CSF 20/21 \$125,000 CDBG-CV	<ul style="list-style-type: none">• SSHH began working with the homeless in 1993 as Loaves & Fishes Housing Resource Program. Their experience lead to Housing Counseling at DHA facilities. In 2000, SSHH became a standalone non-profit.• <u>Housing Counseling:</u> Housing counselor works with households that are at-risk of becoming homeless. The housing counselor provides housing information, referrals based on the household’s intake assessment, and serves as an advocate until the household secures permanent or stable housing.• <u>Navigator Services:</u> Navigator will provide outreach services to those who are currently homeless or in immediate danger of becoming homeless. The navigator will partner with the housing counselor and CHPD to locate and identify clients. The navigator connects persons who are homeless to services, schedules and transports clients to appointments and assists in locating housing.• During COVID-19 the Housing Counselor and Navigator will assist virtually, will also provide office hours at Crossroads Diversified and Sylvan Oak Library, if necessary.• Due to overwhelming success and support of CH, CHPD, HART, this activity was able to increase to provide services full-time.• <u>CDBG-CV Funding</u> Supplemental funds for Homeless Navigator to help with housing deposits or motel vouchers for people experiencing homelessness who are high-risk or symptomatic and other essential services to homeless individuals sheltering in place.
	Navigator services are for those who are currently homeless.	Housing Counseling & Navigator Services 112 Households	<u>2019</u> Housing Counseling \$16,000 CDBG	
	CDBG activity benefits low- and moderate-income households.	\$459 per household (cost includes CSF)	Navigator Services \$35,400 CSF 19/20	
	Service Location: Sacramento Self-Help Housing 1010 Hurley Drive, Suite 500, Sacramento		<u>2018</u> Housing Counseling \$14,000 CDBG	
			Navigator Services \$15,400 CSF 18/19 \$20,000 ED 18/19	

2021 CDBG Public Service Requests

Agency Name Executive Director	Service Description Eligible CDBG Activity Service Location	2021 Request Amount Persons Served Cost per Objective	Previous Award (CDBG & Community Support Funds)	Staff Comments
Sacramento Self-Help Housing (SSHH) Executive Director: John Foley	Renters Helpline provides a telephone and Internet-based “Renters Helpline” as well as counseling, dispute resolution, and fair housing services. CDBG activity benefits low- and moderate-income households. Service Location: Sacramento Self-Help Housing 1010 Hurley Drive, Suite 500, Sacramento	2021 CDBG \$22,871 425 Households \$74 per household (cost includes CDBG-CV)	<u>2020</u> \$21,140 CDBG \$8,400 CDBG-CV <u>2019</u> \$21,140 CDBG <u>2018</u> \$18,965 CDBG	<ul style="list-style-type: none">• Renters Helpline: Provide information and advice to tenants regarding landlord-tenant matters, including rental agreements, leases, California laws related to landlord/tenant and housing rights, substandard housing, security deposits, evictions, small claims actions, new COVID-19 Moratoriums.• Screen and refer calls to concerning fair housing or discrimination to Project Sentinel.• Renters Helpline is an ongoing regional collaboration, the service offered countywide.• The regional cost sharing agreement based on the total number of rental units within each participating jurisdiction.• This activity satisfies the City’s obligation affirmatively further fair housing, as required by the U.S. Department of Housing and Urban Development (HUD).• <u>CDBG-CV Funding</u> Recently temporary staffing funded due to increased call volume relating to renters financial hardships and eviction moratorium questions. Funding provided as a regional partnership.

2021 CDBG Public Service Requests

Agency Name Executive Director	Service Description Eligible CDBG Activity Service Location	2021 Request Amount Persons Served Cost per Objective	Previous Award (CDBG & Community Support Funds)	Staff Comments
Sunrise Christian Food Ministry (SCFM) Executive Director: Rocky Peterson	Sunrise Christian Food Ministry (SCFM) provides ongoing emergency food for low-income and homeless people in Citrus Heights. CDBG activity benefits low- and moderate-income households. Service Location: Advent Lutheran Church 5901 San Juan Avenue	2021 CDBG \$22,000 8500 Individuals \$6.79 per individual (cost includes CSF & CDBG)	<u>2020</u> \$14,420 CDBG \$5,700 CSF 20/21 \$30,000 CDBG-CV <u>2019</u> \$14,462 CDBG \$5,715 CSF 19/20 <u>2018</u> \$10,035 CDBG \$5,000 CSF 18/19	<ul style="list-style-type: none"> • SCFM has received CDBG since 2016. • Program provides nutritional emergency food for the current and increasing numbers of seniors, children and homeless. • Provides three meals per day for five days per person every 30 days. Serves a combination of low-income households, seniors, and homeless. • SCFM serve clients five days a week from 11:30AM-3:00PM. During COVID-19 operating hours are from 10:30AM-3:00PM. • All staff members are volunteers, no paid staff members. • CDBG funds go towards essential food items that are not donated. • <u>CDBG-CV Funding</u> Operational support; purchase emergency food and household items for low-income residents.
W.E.A.V.E. Executive Director: Beth Hassett	Violence Reduction Team (VRT) provides crisis intervention, safety planning, and advocacy services in partnership with the CHPD. CDBG activity benefits domestic violence victims who are presumed to be low- and moderate-income. Service Location: W.E.A.V.E. 1900 K Street, Sacramento	2021 CDBG \$10,000 40 Individuals \$1,000 per individual (cost includes CSF & CDBG-CV)	<u>2020</u> \$10,000 CDBG \$30,000 CDBG-CV <u>2019</u> \$10,000 CDBG <u>2018</u> \$8,000 CDBG	<ul style="list-style-type: none"> • WEAVE has been receiving CDBG funds since 2018. • CDBG funds will pay for a portion of the salary and benefits for a dedicated Citrus Heights WEAVE Advocate and 24/7 support line. <ul style="list-style-type: none"> ◦ Advocate will ride with officers 8-10 hours per week during weekends, graveyard, or patrol shifts to provide support to victims of domestic violence, sexual violence, or sex trafficking. • Due to COVID-19, when advocates are unable to ride with officers, they will assist in providing follow-up calls to CH victims and case management when necessary. • <u>CDBG-CV Funding</u> Operational support; purchase motel vouchers, food, and household supplies for victims of domestic violence.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: October 22, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Leslie Blomquist, City Engineer
Shaun Gualco, Traffic Sergeant

SUBJECT: **Amendment to Chapter 94, Article III, Division 2, Section 106 of the Citrus Heights Municipal Code to Include Updates to Speed Limits**

Summary and Recommendation

Cities and counties in California are required to follow California Vehicle Code (CVC) Sections 22357 and 22358 to establish speed limits within their jurisdiction. These sections of the CVC require speed limits be set by ordinance based on Engineering and Traffic Surveys (E&TS).

Staff have conducted E&TS's on several roadway segments per requirements set forth in the CVC and California Manual on Uniform Traffic Control Devices (CAMUTCD). Five speed zones are in need of updated speed limits.

Staff recommends the City Council introduce, read by title only and waive the first reading of Ordinance No. 2020- ___, Amending Chapter 94, Article III, Division 2, Section 106 of the Citrus Heights Municipal Code Related to Speed Zones.

Fiscal Impact

There is no fiscal impact associated with the introduction and first reading of the proposed amendment to the Municipal Code.

Final implementation of the approved ordinance update will result in costs to install new speed limit signs, which will be funded with existing, budgeted maintenance funds (Fund 205). The estimated cost for sign updates is approximately \$6,500.

Background and Analysis

Cities and counties in California are required to follow CVC Sections 22357 and 22358, to establish speed limits within their jurisdiction. These sections of the vehicle code require speed limits be set by ordinance based on E&TS's.

Per section 40802 of the CVC, a section of road is considered a "speed trap" if the prima facie speed limit is not justified by an E&TS performed within a specified time period and

enforcement of the speed limit includes the use of radar or lidar for measuring the speed of the moving object. Speeding citations issued under the conditions of a “speed trap” are inadmissible in court. In order to ensure compliance with all requirements and to ensure the Police Department can enforce the posted speed limits on city roadways using lidar, the prima facie speed limits on various streets within the city must be determined and established on the basis of an E&TS.

Both CVC Section 21400 and the CAMUTCD require that a posted speed limit be established at or near 85th percentile speed (the existing speed at which 85% of drivers are traveling at or below). To determine the recommended speed limit, the 85th percentile speed is rounded to the nearest 5 mph increment. This speed limit can then be reduced by 5 mph if justified by unapparent roadway conditions such as crash history, pedestrian and bicycle activity, or high number of driveways. In other circumstances, the 85th percentile speed can simply be rounded down to the nearest 5 mph increment. However, if rounded down, reduction by another 5 mph increment for unapparent roadway conditions is not permitted.

E&TS's have been conducted and were performed in accordance with the requirements set forth in the CVC, the CAMUTCD and standard traffic engineering practices. Traffic data for which the E&TS's are based were collected prior to March 2020 under normal traffic conditions. Staff has identified five speed zones in need of updated speed limits as follows:

Street Name	From	To	Existing Speed Limit (mph)	85 th % Speed (mph)	Proposed Speed Limit (mph)	Change (mph)
Antelope Rd	I-80	Auburn Blvd	40	51	45	+5
Antelope Rd	Auburn Blvd	Sunrise Blvd	40	50	45	+5
Fountain Square Dr	Greenback Ln	Stock Ranch Rd	30	30	25	-5
Old Auburn Rd	Fair Oaks Blvd	Northeastern City Limits	35	43	40	+5
Sunrise Blvd	Antelope Rd	Northern City Limits	40	49	45	+5

A brief discussion for each of the proposed speed limit changes is as follows:

Antelope Road (I-80 to Auburn Blvd)

Antelope Road between I-80 and Auburn Boulevard is currently posted at 40 mph. The 85th percentile speed was measured at 51 mph indicating a posted speed limit of 50 mph. However, the collision rate on this roadway is 237% of the expected rate for this road type. Due to the higher than typical collision rate, downgrading the suggested 50 mph speed limit by 5 mph is justified. Therefore, the recommended speed limit on Antelope Road between I-80 and Auburn Boulevard is 45 mph.

Antelope Road (Auburn Blvd to Sunrise Blvd)

Antelope Road between Auburn Boulevard and Sunrise Boulevard is currently posted at 40 mph. The 85th percentile speed was measured at 50 mph indicating a posted speed limit of 50 mph.

However, the collision rate on this roadway is 165% of the expected rate for this road type. Due to the higher than typical collision rate for this roadway segment, downgrading the suggested 50 mph speed limit by 5 mph is justified. Therefore, the recommended speed limit on Antelope Road between Auburn Boulevard and Sunrise Boulevard is 45 mph.

Fountain Square Dr (Greenback Lane to Stock Ranch Road)

Fountain Square Drive between Greenback Lane and Stock Ranch Road is currently posted at 30 mph. The 85th percentile speed is 30 mph indicating a posted speed limit of 30 mph. However, the collision rate on this roadway is 265% of the expected rate for this road type. Due to the higher than typical collision rate, downgrading the suggested 30 mph speed limit by 5 mph is justified. Therefore, the recommended speed limit on Fountain Square Drive between Greenback Lane and Stock Ranch Road is 25 mph.

Old Auburn Road (Fair Oaks Boulevard to Eastern City Limits)

Old Auburn Road between Fair Oaks Boulevard and the Eastern City Limits is currently posted at 35 mph. The 85th percentile speed was measured at 43 mph. The recommended speed limit for this roadway segment was determined by rounding the 85th percentile speed down to the nearest 5 mph increment, which is allowed per CVC Section 21400(b). The recommended speed limit on Old Auburn Road between Fair Oaks Boulevard and the Eastern City Limits is 40 mph.

Sunrise Blvd (Antelope Road to Northern City Limits)

Sunrise Boulevard between Antelope Road and the Northern City Limits is currently posted at 40 mph. The 85th percentile speed was measured at 49 mph indicating a posted speed limit of 50 mph. However, the collision rate on this roadway is 121% of the expected rate for this road type. Due to the higher than typical collision rate, downgrading the suggested 50 mph speed limit by 5 mph is justified. Therefore, the recommended speed limit on Sunrise Boulevard between Antelope Road and the Northern City Limits is 45 mph.

In accordance with CEQA Guidelines Section 15301, Existing Facilities, this project is categorically exempt as it involves negligible or no expansion of use. Adjusting Speed Limits based on E&TS's is a minor modification only, and will not result in expansion of use.

Attachments

- (1) Ordinance No. 2020- ___, Amending Chapter 94, Article III, Division 2, Section 106 of the Citrus Heights Municipal Code Related to Speed Zones of the Municipal Code.

ORDINANCE NO. 2020-__

**AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING CHAPTER 94
OF THE CITRUS HEIGHTS MUNICIPAL CODE RELATING TO SPEED ZONES**

WHEREAS, with certain exceptions for prima facie speed limits on certain roadways, the California Vehicle Code (CVC) requires speed limits to be set by ordinance on the basis of an Engineering and Traffic Survey;

WHEREAS, the City Engineer, consistent with state law, has performed engineering and traffic surveys (E&TS) on all streets to be amended; and

WHEREAS, in order for law enforcement to use radar or lidar to enforce speed limits, updated speed limits must be set and posted in conformance with the E&TS.

NOW, THEREFORE BE IT RESOLVED AND ORDERED, the City Council of the City of Citrus Heights does ordain as follows:

The provisions of Chapter 94 of the City of Citrus Heights Code are amended, as follows:

SECTION 1. Amendment. Section 94-106 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 94-106. – Speed zones of the Municipal Code.

Pursuant to authority contained in §§ 22357 and 22358 of the Vehicle Code, the City Council hereby determines upon the basis of an engineering and traffic survey that the prima facie speed limits set forth in this section would facilitate the orderly movement of vehicular traffic and would be reasonable and safe, except when passing school grounds. It is hereby determined that a speed limit greater than those hereinafter set forth would be more than is reasonable or safe. It is hereby declared that the prima facie speed limits hereinafter set forth are established in accordance with applicable law:

- 1) Antelope Road:
 - a. Between Old Auburn Road and Sunrise Boulevard, 35 miles per hour;
 - b. Between Interstate 80 and Sunrise Boulevard, 45 miles per hour;
 - c. Between Interstate 80 and west city limit, 40 miles per hour.
- 2) Auburn Boulevard:
 - a. Between north city limits and Manzanita Avenue, 40 miles per hour.
- 3) Birdcage Street:
 - a. Between Greenback Lane and Uplands Avenue, 30 miles per hour.
- 4) Butternut Drive:
 - a. Between South Lichen Drive and Roseville Road, 25 miles per hour.
- 5) Cobalt Way:
 - a. Between Calvin Drive and Auburn Boulevard, 25 miles per hour.

- 6) Crux Drive:
 - a. Between Sungarden Drive and Woodmore Oaks Drive, 25 miles per hour.
- 7) Dewey Drive:
 - a. Between Greenback Lane and south city limits, 35 miles per hour.
- 8) Fair Oaks Boulevard:
 - a. Between Old Auburn Road and Stacey Hills Drive, 40 miles per hour;
 - b. Between Stacey Hills Drive and south city limits (southbound only), 45 miles per hour.
- 9) Fountain Square Drive:
 - a. Between Greenback Lane and Stock Ranch Road, 25 miles per hour.
- 10) Garden Gate/Purslane:
 - a. Between Van Maren Lane and Antelope Road, 25 miles per hour.
- 11) Greenback Lane:
 - a. Between Fair Oaks Boulevard and west city limit, 40 miles per hour.
- 12) Highland Drive:
 - a. Between Sunrise Boulevard and Mariposa Avenue, 25 miles per hour.
- 13) Kenneth Avenue:
 - a. Between Oak Avenue and Elm Avenue (southbound only), 25 miles per hour.
- 14) Madison Avenue:
 - a. Between Fair Oaks Avenue and Sunrise Boulevard (westbound only), 45 mile per hour;
 - b. Between Sunrise Boulevard and Bartig Way (westbound only), 45 mile per hour.
- 15) Mariposa Avenue:
 - a. Between Antelope Road and Old Auburn Road, 30 miles per hour.
- 16) Oak Avenue:
 - a. Between Wachtel Way and Sunrise Boulevard, 40 miles per hour.
- 17) Old Auburn Road:
 - a. Between east city limits and Fair Oaks Boulevard, 40 miles per hour;
 - b. Between Fair Oaks Boulevard and Sylvan Road, 35 miles per hour.
- 18) Parkoaks Drive:
 - a. Between Greenback Lane and Parkcreek Circle, 25 miles per hour.
- 19) San Juan Avenue:
 - a. Between Madison Avenue and Sylvan Road, 40 miles per hour.

- 20) Stock Ranch Road:
 - a. Between Aspen Gardens and Sylvan Road, 30 miles per hour.
- 21) Sunrise Boulevard:
 - a. Between north city limits and Antelope Road, 45 miles per hour;
 - b. Between Antelope Road and Madison Avenue, 40 miles per hour.
- 22) Sylvan Road:
 - a. Between Auburn Boulevard and San Juan Avenue, 40 miles per hour.
- 23) Tupelo Drive:
 - a. Between Antelope Road and Daly Avenue, 25 miles per hour.
- 24) Twin Oaks Avenue:
 - a. Between Crestmont Avenue and Old Auburn Road, 25 miles per hour.
- 25) Van Maren Lane:
 - a. Between Purslane Way and Greenback Lane, 35 miles per hour.
- 26) Wachtel Way:
 - a. Between Oak Avenue and Old Auburn Road (southbound only), 35 miles per hour.
- 27) Watson Way:
 - a. Between Antelope Road and Auburn Boulevard, 25 miles per hour.
- 28) Woodmore Oaks Drive:
 - a. Between Fair Oaks Boulevard and Sunrise Boulevard, 25 miles per hour.
- 29) Zenith Drive:
 - a. Antelope Road to Brimstone Drive, 30 miles per hour;
 - b. Brimstone Drive to Overlook Drive, 25 miles per hour.

SECTION 2. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this ____ day of _____, 2020 by the following vote, to wit:

AYES: **Council Members:**
NOES: **Council Members:**

ABSTAIN:
ABSENT:

Council Members:
Council Members:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk