

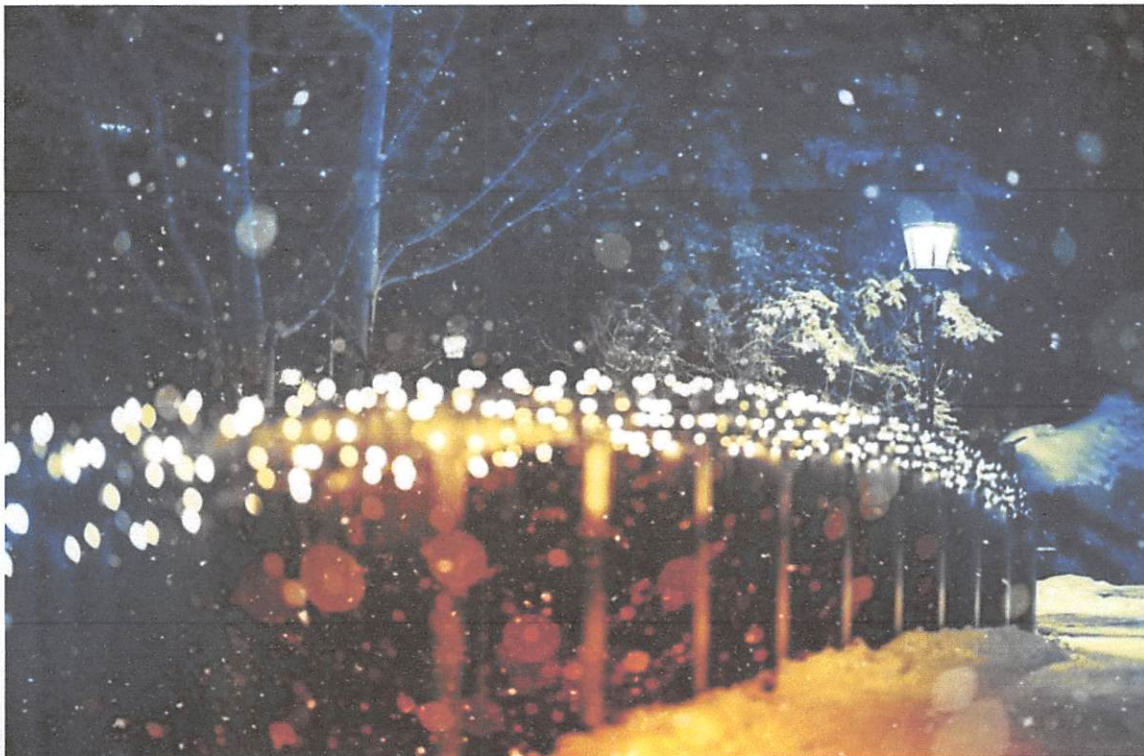
Subject **SDRMA Holiday Office Closures**
From Greg Hall, SDRMA CEO <ghall@sdrma.org>
To <dave.mcelroy@teamrcd.org>
Reply-To <memberplus_accounts@sdrma.org>
Date 2017-11-21 11:32



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We wish you a happy and joyous
Holiday Season!



SDRMA offices will be closed for the Holidays on the following days;

November 23 and 24
December 25
January 1

November 22, 2017

Mr. Dave McElroy
Office Manager
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Post Office Box 2078
Temecula, California 92593

Re: Proposed Bylaw Revisions

Dear Mr. McElroy,

On November 1, 2017, the SDRMA Board of Directors approved tentative Bylaw revisions in draft form and authorized staff to send the proposed Bylaw revisions to members for review and comment. Current Bylaws require that members receive a draft of the proposed Bylaw revisions at least 30 days before final approval by the SDRMA Board of Directors. The Board will take final action on the revised Bylaws at the next regular board meeting at 8:30 a.m. on January 4, 2018 in Sacramento, California at the SDRMA administration building.

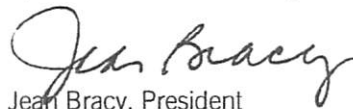
Regarding the Bylaw revisions, there was an issue that needed to be addressed to protect the overall pool regarding member terminations as well as some minor housekeeping revisions. For your review we have attached a copy of the "redlined" version of the Bylaws showing proposed revisions and a "clean" version with the proposed revisions incorporated into the Bylaws.

There is no action required by your agency. However, if you have any comments on the proposed Bylaw revisions mail them to:

SDRMA
c/o Greg Hall, CEO
1112 I Street Suite 300
Sacramento, California 95814

Thank you for helping make SDRMA a premier risk management provider! If you have any questions, please contact the C. Paul Frydendal, Chief Operating Officer at 800.537.7790 or 916.231.4141 or by email at pfrydendal@sdrrma.org.

Sincerely,
Special District Risk Management Authority



Jean Bracy, President
Board of Directors

**BYLAWS
OF
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Sixth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

**ARTICLE I
MEMBERSHIP**

1. Eligibility

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

2. Participating Member

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program established by the Authority.

3. Successor Member Entity

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

4. Annual Membership Meeting

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.* (the "Brown Act"). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

**ARTICLE II
BOARD OF DIRECTORS**

1. Powers

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

- c. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- d. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- e. to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- f. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- g. to employ agents and employees, and/or to contract for such services;
- h. to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- i. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- j. to sue and be sued in its own name; and
- k. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

2. Nomination of Directors

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

3. Terms of Directors

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

4. Election of Directors

Members may vote for directors in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors will conduct the election of directors to serve on the Board of Directors by all-mail ballot. Written notice shall be sent by mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot to the principal business address of the

Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

5. Vacancy

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

6. Meetings

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's MemberPlus on-line web portal.

7. Quorum and Required Vote

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

8. Expenses

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

**ARTICLE III
OFFICERS AND EMPLOYEES**

1. President, Vice President and Secretary

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

2. Board Committees

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

3. Chief Executive Officer

The Board shall appoint a Chief Executive Officer who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer shall be paid by the Authority and is a contract position.

The Chief Executive Officer shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

4. Execution of Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. 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 engagement or to pledge its credit or to render it liable for any purpose or to any amount.

5. Resignation

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE IV
DESIGNATED ENTITY**

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

ARTICLE V JOINT PROTECTION PROGRAMS

1. **Implementation of Joint Protection Programs**

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and amount of insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

2. **Method of Calculating Contributions**

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

ARTICLE VI FINANCIAL AFFAIRS

1. **Accounts and Records**

In compliance with California Government Code Sections 6505.5 and 6505.6 (or as they may be amended), ~~the Treasurer of the Authority~~ shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by ~~good accounting practice generally accepted accounting principles, the Governing Documents, applicable law, or any Resolution of the Authority.~~ Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

2. **Audit**

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards and accounting principles. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination with the State Controller and the Auditor-Controller of Sacramento County. A copy will also be posted to the Authority's website.

3. **Annual Budget**

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

4. **Risk Sharing**

- a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.
- b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:
 - i. The Member's loss experience in comparison to the loss experience of the other members;

- ii. Non-compliance with SDRMA recommended risk management or loss control measures;
- iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
- iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters; or
- v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

5. Distribution of Net Position

Any Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Net Position were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

6. Assessments

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

7. Fiscal Year

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

8. Agency Funds; No Loans

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be commingled and shall be separately accounted for.

The Board may not approve loans between Programs.

9. Grants and Donations

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for

purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

10. Recovery of Payment

In the event of any payment by the Authority, the Authority may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the Member shall execute and deliver such instruments and papers, and do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such recovery and shall do nothing to impair such recovery. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.

ARTICLE VII**WITHDRAWALS: TERMINATION OF MEMBERSHIP****1. Withdrawal from Programs**

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

2. Involuntary Termination

Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.

In addition, a Member may be terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, cause shall be deemed to include the following:

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, the Board of Directors has determined it to be detrimental to the stability of the pool.
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.
- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

3. Notification; Hearing, Obligations Upon Involuntary Termination

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

If the Chief Executive Officer determines that cause exists for a Member's termination and that the Member should, in the best interest of the Authority, be terminated, the Chief Executive Officer shall issue a written notice to the Member.

sent by certified or first class mail, stating the reason or reasons for the proposed termination. In addition, the notice shall state that the Board of Directors, at the next regularly scheduled meeting or at a special meeting, on a date specified in the notice at least thirty (30) days following the date of the notice, will consider the Member's termination at the recommendation of the Chief Executive Officer, and invite the Member to request a hearing on the proposed termination at the board meeting. Any request for a hearing must be made within ten (10) days of the date of the notice. If a hearing is timely requested by the Member at the meeting specified in the notice the Chief Executive Officer shall present the case for termination for cause to the Board of Directors. The Member shall have a reasonable opportunity to present its case to the Board of Directors and may attempt to show that since the date of the notice, it has undertaken steps to cure any curable grounds for termination.

~~In the event of a termination for cause by the Board of Directors, a Member may be terminated only after a written notice sent by certified or first class mail from the Chief Executive Officer of the Authority, stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in the Authority. The Chief Executive Officer of the Authority shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.~~

~~The decision by a majority of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination after notice and hearing shall take effect thirty (30) days after the decision to terminate is approved by the Board of Directors. Notice of the Board's decision shall be given to the Member by certified or first class mail within five (5) days following the decision of the Board of Directors and shall state the effective date of the termination.~~

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, Section 6 of these Bylaws.

4. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

5. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

6. Continued Liability

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above).

ARTICLE VIII

TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
 - a. The net remaining assets of the Property/Liability Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing

- throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.
- b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.
 - c. The Authority shall pay to each Member who is a member of any additional Program, excluding the Health Benefits Program operated by the Authority at the time of termination its pro rata share of the net remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.
2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of net remaining assets of that Program. A Member's pro rata share of the net remaining assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
 3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

ARTICLE IX

PROVISIONS RELATING TO CSDA

1. Board of Directors; Alliance Executive Council

In the event the Alliance Executive Council MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

ARTICLE X
AMENDMENTS: EFFECTIVE DATE

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments.

ARTICLE XI
PRIOR BYLAWS REVOKED

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

* * * * *

AYES:

NOES:

ABSTAINED:

ABSENT:

Approved:

David Aranda Jean Bracy, President - Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

January 4, 2018
Date

Attested:

Gregory S. Hall, ARM, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

**BYLAWS
OF
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Sixth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

**ARTICLE I
MEMBERSHIP**

1. Eligibility

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

2. Participating Member

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program established by the Authority.

3. Successor Member Entity

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

4. Annual Membership Meeting

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.* (the "Brown Act")). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

**ARTICLE II
BOARD OF DIRECTORS**

1. Powers

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

- c. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- d. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- e. to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- f. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- g. to employ agents and employees, and/or to contract for such services;
- h. to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- i. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- j. to sue and be sued in its own name; and
- k. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

2. Nomination of Directors

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

3. Terms of Directors

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

4. Election of Directors

Members may vote for directors in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors will conduct the election of directors to serve on the Board of Directors by all-mail ballot. Written notice shall be sent by mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot to the principal business address of the

Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

5. Vacancy

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

6. Meetings

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's MemberPlus on-line web portal.

7. Quorum and Required Vote

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

8. Expenses

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

**ARTICLE III
OFFICERS AND EMPLOYEES**

1. President, Vice President and Secretary

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

2. Board Committees

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

3. Chief Executive Officer

The Board shall appoint a Chief Executive Officer who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer shall be paid by the Authority and is a contract position.

The Chief Executive Officer shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

4. Execution of Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. 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 engagement or to pledge its credit or to render it liable for any purpose or to any amount.

5. Resignation

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE IV
DESIGNATED ENTITY**

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

ARTICLE V
JOINT PROTECTION PROGRAMS

1. Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and amount of insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

2. Method of Calculating Contributions

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

ARTICLE VI
FINANCIAL AFFAIRS

1. Accounts and Records

In compliance with California Government Code Sections 6505.5 and 6505.6 (or as they may be amended), the Treasurer of the Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by generally accepted accounting principles, the Governing Documents, applicable law, or any Resolution of the Authority. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

2. Audit

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards and accounting principles. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination with the State Controller and the Auditor-Controller of Sacramento County. A copy will also be posted to the Authority's website.

3. Annual Budget

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

4. Risk Sharing

- a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.
- b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:
 - i. The Member's loss experience in comparison to the loss experience of the other members;

- ii. Non-compliance with SDRMA recommended risk management or loss control measures;
- iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
- iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters; or
- v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

5. Distribution of Net Position

Any Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Net Position were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

6. Assessments

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

7. Fiscal Year

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

8. Agency Funds; No Loans

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be commingled and shall be separately accounted for.

The Board may not approve loans between Programs.

9. Grants and Donations

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for

purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

10. Recovery of Payment

In the event of any payment by the Authority, the Authority may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the Member shall execute and deliver such instruments and papers, and do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such recovery and shall do nothing to impair such recovery. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.

ARTICLE VII**WITHDRAWALS: TERMINATION OF MEMBERSHIP****1. Withdrawal from Programs**

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

2. Involuntary Termination

Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.

In addition, a Member may be terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, cause shall be deemed to include the following:

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, the Board of Directors has determined it to be detrimental to the stability of the pool.
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.
- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

3. Notification; Hearing, Obligations Upon Involuntary Termination

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

If the Chief Executive Officer determines that cause exists for a Member's termination and that the Member should, in the best interest of the Authority, be terminated, the Chief Executive Officer shall issue a written notice to the Member,

sent by certified or first class mail, stating the reason or reasons for the proposed termination. In addition, the notice shall state that the Board of Directors, at the next regularly scheduled meeting or at a special meeting, on a date specified in the notice at least thirty (30) days following the date of the notice, will consider the Member's termination at the recommendation of the Chief Executive Officer, and invite the Member to request a hearing on the proposed termination at the board meeting. Any request for a hearing must be made within ten (10) days of the date of the notice. If a hearing is timely requested by the Member at the meeting specified in the notice the Chief Executive Officer shall present the case for termination for cause to the Board of Directors. The Member shall have a reasonable opportunity to present its case to the Board of Directors and may attempt to show that since the date of the notice, it has undertaken steps to cure any curable grounds for termination.

The decision by a majority of the Board of Directors to terminate a Member shall be final and shall not be subject to appeal in any forum. Notice of the Board's decision shall be given to the Member by certified or first class mail within five (5) days following the decision of the Board of Directors and shall state the effective date of the termination.

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, Section 6 of these Bylaws.

4. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

5. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

6. Continued Liability

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above).

ARTICLE VIII

TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
 - a. The net remaining assets of the Property/Liability Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.
 - b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total

Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.

- c. The Authority shall pay to each Member who is a member of any additional Program, excluding the Health Benefits Program operated by the Authority at the time of termination its pro rata share of the net remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.
2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of net remaining assets of that Program. A Member's pro rata share of the net remaining assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

ARTICLE IX **PROVISIONS RELATING TO CSDA**

1. Board of Directors; Alliance Executive Council

In the event the Alliance Executive Council MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

ARTICLE X **AMENDMENTS: EFFECTIVE DATE**

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments.

December 14, 2017

Ms. Rose Corona
President
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Post Office Box 2078
Temecula, California 92593

Dear Ms. Corona,

SDRMA is pleased to provide a copy of the newly released 2016-17 Annual Report. The report highlights the strength of our programs, the diversity of our membership and the financial security of our pool as well as other important information including specific program highlights noted in the Board President's Message on page 2.

Our strategic partnerships with California Special Districts Association (CSDA), the CSDA Finance Corporation and the Special District Leadership Foundation (SDLF) along with TargetSolutions and Company Nurse (Workers' Compensation Program) provide our members with access to valuable services, resources and educational training opportunities.

In addition, SDRMA utilizes various funding mechanisms through our partnership with CSDA to provide our members with access to free or reduced pricing for webinars, training seminars and workshops. Our goal is to provide members the best value through proactive loss prevention, effective claims cost containment and enhanced member services. SDRMA is also a proud sponsor of the following:

- CSDA Annual Conference
- CSDA Board Secretary/Clerk Conference
- CSDA General Manager Leadership Summit
- Special District Legislative Days
- Special District Leadership Academy Conference
- Special District Leadership Foundation

Important Reminder: Members can submit a request for reimbursement to SDRMA for amounts spent on loss prevention efforts during the program year up to a maximum of \$1,000 per program per year. All requests must be accompanied by a copy of an invoice and proof of payment. Requests are processed on a first-come, first-serve basis until the Loss Prevention Allowance budget funds are depleted.

SAVE THE DATE – We hope to see you at our Annual Membership Meeting / Spring Education Day on Tuesday, March 20, 2018 at the Hilton Sacramento Arden West Hotel. More information is coming soon.

Thank you for your participation and helping make SDRMA the premier risk management provider!

Sincerely,
Special District Risk Management Authority



Jean Bracy, SDA
President, Board of Directors

December 13, 2017

Dear SDRMA Valued Member,

Special District Risk Management Authority (SDRMA) is pleased to provide our members again this year with the legally required California Labor Law Poster. The 2018 poster covers all important state and federal laws and regulations relating to; Discrimination and Harassment, Family and Medical Leave Act, Minimum Wage, Safety and Health Protection on the job, Equal Employment Opportunity and more. **All employers are required to post these notices by law at each location.**

This complimentary poster(s) represent one of the benefits of our MemberPlus Services™ and combines all the required notices into a single poster. Typically these are separate posters and require a great deal of wall space for displaying. We hope your agency finds this valuable service useful in helping to meet your legal posting requirements.

Please contact us if you have more than one location at your district needing posters and we will provide additional posters for each location **at no cost!** We also have a small quantity of posters available in Spanish.

We wish you the very best for the New Year!

Sincerely,
Special District Risk Management Authority



Gregory S. Hall, ARM
Chief Executive Officer

Enclosure
2018 Labor Law Poster

RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

The following proposal has been submitted to LAFCO and is being routed to you for comment. Please sign, date and provide your comments on a separate form and be sure to reference the proposal title with your comments. If appropriate, include suggested terms and conditions and/or recommendations. Please coordinate your response with the County Executive Office if you are a County department. **If you would like additional information regarding this proposal contact our office immediately.** Your comments are due back by the date requested. A map of the proposed project has been provided to you on the opposite side of this sheet along with the 2 page application form. All comments can be emailed to info@lafco.org or mailed to 3850 Vine Street, Suite 240, Riverside, CA 92507-4277.

Title: LAFCO 2017-17-3-Dissolution of County Service Area 60 (Pinyon Flats)

Forwarded on: December 13, 2017

Return comments by: January 10, 2018

☒ SURVEYOR – email

☒ COUNTY EXECUTIVE OFFICE (Alex Gann) - email

☒ SUPERVISORIAL DISTRICT – 3rd District - email

☐ MAC / COMMUNITY COUNCIL

☒ CALIFORNIA HIGHWAY PATROL – Riverside – email

☒ CALIFORNIA HIGHWAY PATROL – San Bernardino – email

☒ CALTRANS – (DISTRICT DIRECTOR) - email

☒ REGIONAL WATER QUALITY CONTROL BOARD

☒ Colorado River Basin Region - email

☐ San Diego Region - email

☐ Santa Ana Region - email

☐ AIR QUALITY MANAGEMENT DISTRICT

☐ Mojave Desert (for Blythe/Palo Verde Valley Area)

☒ RIVERSIDE COUNTY TRANSPORTATION COMMISSION - email

☒ SOUTHERN CA. ASSOCIATION OF GOVERNMENTS – email

☐ TLMA REGIONAL OFFICE – MANAGER, INDIO – email

☐ COACHELLA VALLEY ASSOC. OF GOVERNMENTS – mail

☒ WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS – email

☒ BUREAU OF INDIAN AFFAIRS - email

☒ BUILDING INDUSTRY ASSOCIATION - (Riverside) - email

☒ COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION
(Paul Jessup, Riv County Dep. Superintendent of Schools) – email

☐ DEPARTMENT OF CONSERVATION – (56753.5 city proposal
w/ag preserve): Director; c/o Dan Otis, Program Mgr. - email

☒ COUNTY FLOOD CONTROL – (STUART MCKIBBEN) – email

☒ COUNTY REGIONAL PARK & OPEN SPACE - email

☒ COUNTY WASTE RESOURCES MANAGEMENT – email

☒ ECONOMIC DEVELOPMENT AGENCY – email

☐ RIVERSIDE PUBLIC UTILITIES - (GARY NOLFF) – Riv. Only

☐ THE VISTA SANTA ROSA ASSOC. – (ELLEN TROVER) – email

☐ DIRECTOR OF FORESTRY & FIRE PROTECTION (all city
proposals) - mail

☐ US FISH & WILDLIFE SERVICE (Jenness McBride) – Eastern
Riv. County - email

☒ CENTER FOR BIOLOGICAL DIVERSITY - email

☒ SPECIAL DISTRICT(S):

Citrus Pest Control – No. 2 - email

Coachella Valley County Water - email

Coachella Valley Mosquito & Vector Control - email

Coachella Valley Public Cemetery - email

Coachella Resource Conservation – email

Desert Healthcare District - email

Desert Recreation District – email

Desert Water Agency - email

Palm Springs Cemetery - email

Pinyon Pines County Water - email

Temecula-Elsinore-Anza-Murrieta Resource Cons. Dist - email

Valley Health System - email

☒ SCHOOL DISTRICT(S):

Desert Community College - email

Desert Sands Unified School District - email

Hemet Unified School District - email

Mt. San Jacinto Community College - email

Palm Springs Unified School District - email

☒ CITY(IES):

Indian Wells - email

Palm Desert - email

Palm Springs – email

LAFCO 2017-17-3

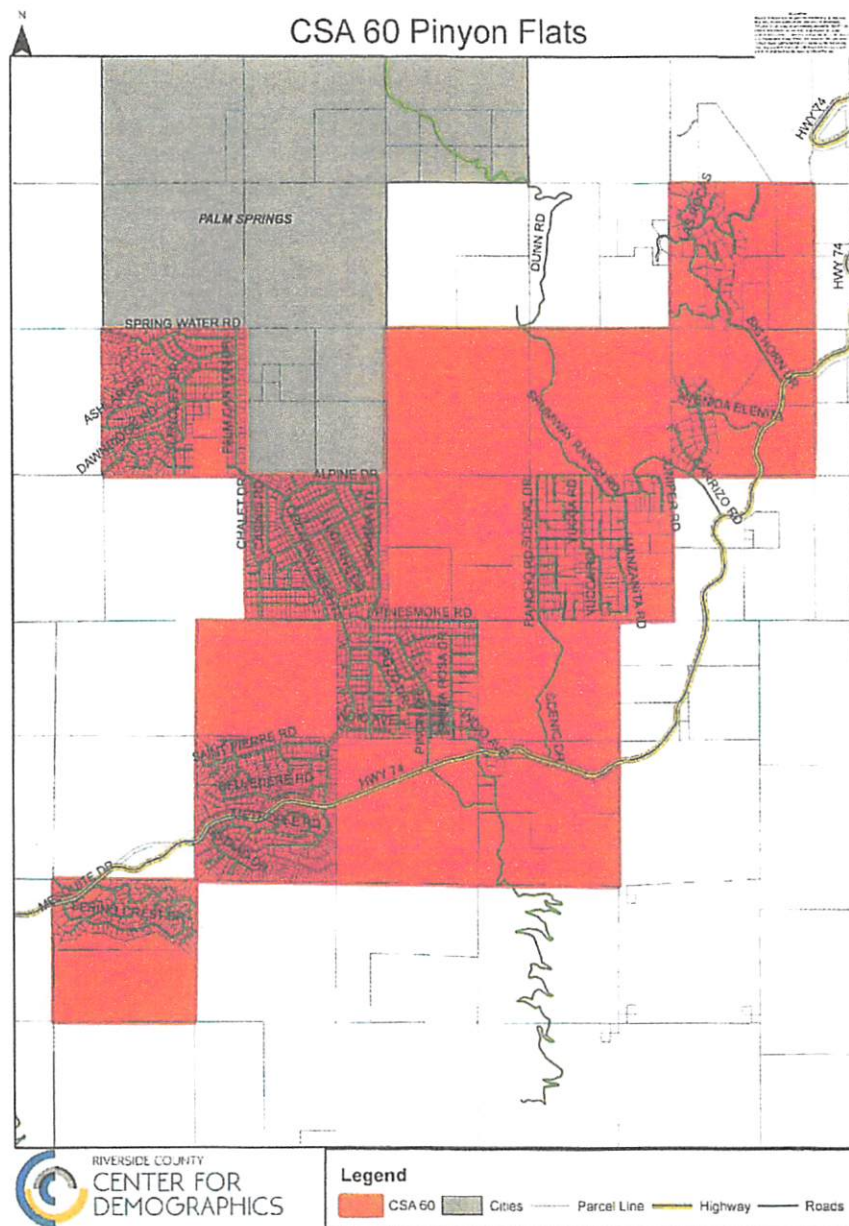
Dissolution of County Service Area 60 (Pinyon Flats)

APPLICANT: Riverside County Economic Development Agency

PROPOSAL: To dissolve County Service Area that maintains a fire station. The core services of the CSA will be provided by the County of Riverside through the County Fire Department.

GENERAL LOCATION: Generally located south of the cities of Palm Springs, Rancho Mirage and Palm Desert, east of the boundary between Range 4 East and Range 5 East, west of Deep Canyon and north of the boundary between Township 6 South and Township 7 South.

ACREAGE: The proposal contains approximately 9,186 acres.



APPLICATION TO THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

LAFCO 2017-17-3

Dissolution of County Service Area 60 (Pinyon Flats)

17 OCT 10 PM 2:23

RIVERSIDE LOCAL AGENCY
FORMATION COMMISSION

PROPOSAL: DISSOLUTION OF COUNTY SERVICE AREA 60 (CSA 60 PINYON)	FOR LAFCO USE ONLY
APPLICANT	<input type="checkbox"/> Petition, or <input type="checkbox"/> Resolution
Name: ECONOMIC DEVELOPMENT AGENCY	<input type="checkbox"/> Application Complete
Address: 3403 10 TH ST. STE 400	<input type="checkbox"/> Map / Legal Description
City, State, Zip: RIVERSIDE, CA 92501	<input type="checkbox"/> Maps
Phone: 951-955-8916 Email: MFRANKLIN@RIVCO.ORG	<input type="checkbox"/> Plan of Services (1 copy unbound)
CONTACT PERSON/AGENT	<input type="checkbox"/> Environmental Docs (1 copy-- unbound)
Name: MICHAEL FRANKLIN	<input type="checkbox"/> F & G Fee Exempt, or <input type="checkbox"/> Receipt
Address: 3403 10 TH ST. STE 400	<input type="checkbox"/> Prop. Tax Reso. <input type="checkbox"/> Master <input type="checkbox"/> Indiv.
City, State, Zip: RIVERSIDE, CA 92501	<input type="checkbox"/> LAFCO Fees <input type="checkbox"/> Legal Descript. Dep.
Phone: 951-955-8916 Email: MFRANKLIN@RIVCO.ORG	<input type="checkbox"/> City Pre-zoning Ordinance
	<input type="checkbox"/> Fiscal (city >100 ac.) (1 copy-- unbound)
	<input type="checkbox"/> S. O. I. Factors
	<input type="checkbox"/> Mailing Labels

NOTICES: List below the names, email address, and addresses of persons to whom notices and staff reports should be directed (3 maximum). In the event the document is too large to email, a hard copy will be sent. Please provide six sets of mailing labels for persons to whom notices and reports are to be sent.

Name: SUZANNE HOLLAND Telephone: 951-955-8916
 Address: 3403 10TH ST. STE 400 City, State, Zip: RIVERSIDE, CA 92501
 Email: SHOLLAND@RIVCO.ORG

Name: AMBER JACOBSON Telephone: 951-955-8916
 Address: 3403 10TH ST. STE 400 City, State, Zip: RIVERSIDE, CA 92501
 Email: AJACOBSON@RIVCO.ORG

Name: MICHAEL FRANKLIN Telephone: 951-955-8916
 Address: 3403 10TH ST. STE 400 City, State, Zip: RIVERSIDE, CA 92501
 Email: MFRANKLIN@RIVCO.ORG

Does this proposal have the consent of 100 percent of the affected property owners? Yes ☐ No ☒

If yes, include written statements of consent and proof of ownership (assessor roll printout, grant deed, etc).

Also, attach all correspondence to/from existing residents and/or property owners.

AREA DATA

General Location: UNINCORPORATED COMMUNITY OF PINYON FLATS, SOUTH OF PALM SPRINGS ALONG HWY 74,		
Topography and significant physical features:		
Acreage: 9,186	Estimated Dwelling Units: 554	Estimated Population: 799

Describe the proximity of the subject area to currently developed areas.

LAND USE APPROVALS	COUNTY	CITY
General Plan Designations	N/A	N/A
Zoning or Pre-Zoning	N/A	N/A
Subdivisions	N/A	N/A

Is any portion of the subject territory within a redevelopment area? Yes ☐ No ☒

Is any portion of the subject territory subject to a Williamson Act Contract (Agricultural Preserve)? Yes ☐ No ☒

If yes, Contract/Preserve Number: _____ Date established: _____

List all amendments by date: _____, _____, _____

Date Notice of Non-Renewal filed: _____

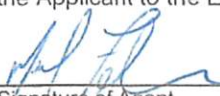
Has the city filed a protest pursuant to government code section 51243.5? Yes ☐ No ☒

Provide an official map of the Agricultural Preserve.

The City ☐ will succeed ☐ will not succeed to the contract.

Applicant shall defend, indemnify and hold harmless the Riverside County Local Agency Formation Commission (LAFCO), its officers, agents and employees from any claim, action or proceeding, and for any damages, penalties, fines or other costs imposed on or incurred by LAFCO wherein LAFCO, its officers, agents or employees should be named as a party in any litigation or administrative proceeding in connection with this application. Applicant agrees that LAFCO has the right to appoint its own counsel for its defense and conduct its own defense in the manner it deems in its best interest and taking such action shall not limit Applicant's obligation to indemnify and reimburse LAFCO, its officers, agents and employees.

Furthermore, I hereby certify that the statements and information presented within this application and associated attachments are true and correct to the best of my knowledge and belief. I acknowledge that anyone who is involved with any annexation to be considered by the Commission and who has made a contribution of more than \$250 in the past twelve months to any member of the Commission must disclose the Commission member to whom the contribution was made and the matter of consideration with which they are involved. Furthermore, the Agent designated herein is hereby authorized to act on behalf of the Applicant for the purpose of processing this application until such time as written notice to the contrary is provided by the Applicant to the Executive Officer of the Riverside LAFCO.


Signature of Agent
3 13 17
Date
MICHAEL FRANKLIN, EDA
Printed Name of Agent and Firm (if applicable)


Signature of Applicant
9-25-17
Date
SUZANNE HOLLAND
Printed Name of Applicant

REVISED 12/2015



September 19, 2017

LAFCO
3850 Vine St, Suite #110
Riverside, CA 92507

RE: Plan of Service for Dissolution of County Service Area 60 (Pinyon Pines)

Description:

County Service Area (CSA) 60 is located in the unincorporated area of Riverside County. CSA 60 was formed on December 9, 1968 in order to construct, operate, and maintain a fire station in the Pinyon Pines area. On September 10, 2002, the voters within CSA 60 approved a special tax assessment to provide support to volunteer firefighters in CSA 60. The purpose of the CSA has been accomplished. The services CSA 60 was created to provide are now part of the core services provided by the County of Riverside through the County Fire Department and Riverside County Fire no longer has a volunteer firefighter program, instead opting for a reserve program. CSA Administration and the Board of Supervisors have addressed the need to dissolve the CSA. The ongoing operation and maintenance of the fire station as well as management of reserve firefighters will be provided by the Riverside County Fire Department.

The special tax assessment for CSA 60 is \$25.00 per parcel per year. The CSA collected this special tax assessment on 2,378 parcels totaling \$59,450.00 each fiscal year. For FY 2016-2017 CSA 60 currently has a fund balance of \$343,302. There are no anticipated expenses, planned projects, or purchases for CSA 60. Government Code 57454 specifically states that residents are not entitled to the balance of the special taxes that were collected. Those funds will stay with the County of Riverside and are to be used for the benefit of the lands, inhabitants, and taxpayers within the former territory of the CSA.

Should you require additional information please do not hesitate to contact me at 951-955-6652 or email at mfranklin@rivco.org.

Sincerely,

Michael Franklin,
Principal Development Specialist

enc/CSA 60 POS Map

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

Administration
Aviation
Business Intelligence
Community Services
Custodial
County Library System

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Film & Television
Foreign Trade

Graffiti Abatement
Housing
Housing Authority
Maintenance
Marketing
Military & Defense Services

Parking
Project Management
Real Property
Workforce Development



Follow EDA on Twitter! @GoRivcoEDA

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.31
(ID # 4313)

MEETING DATE:

Tuesday, August 29, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-108 Initiating
the Dissolution of County Service Area 60 (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2017-108 by the County of Riverside requesting the Local Agency Formation Commission to take proceedings for the dissolution of County Service Area 60;
2. Find that the dissolution of County Service Area 60 is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, and Section 15378; and,
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

7/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried, IT
WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost
COST	\$3,000	\$0	\$3,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Service Area 60 Pinyon Pines Operating Budget			Budget Adjustment: No For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

County Service Area 60 was formed on December 9, 1968 in order to construct, operate, and maintain a fire station in the Pinyon Pines area. On September 10, 2002, the voters within CSA 60 approved a special tax assessment to provide support to volunteer firefighter efforts. The purpose of the CSA has been accomplished and is now part of the core services provided by the County of Riverside through the County Fire.

Riverside County Fire no longer has a volunteer firefighter program, instead opting for a reserve program. CSA Administration and the Board of Supervisors have addressed the need to dissolve the CSA. The ongoing operation and maintenance of the fire station as well as management of reserve firefighters will be provided by the Riverside County Fire.

Pursuant to CEQA, the dissolution of CSA 60 was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption; and Section 15378. The dissolution of CSA 60 would not result in direct impacts to the physical environment and there are no reasonably foreseeable indirect effects to the fire station that would occur.

Impact on Residents and Businesses


There will be no impact on resident or businesses as the services provided by County Service Area 60 are now part of the core public safety services provided by the Riverside County Fire Department.

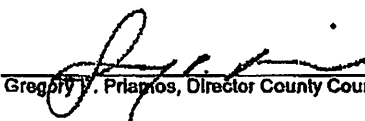
Attachments:

- Resolution 2017-108
- CEQA negative declaration
- Map of county service area 60 pinyon pines

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

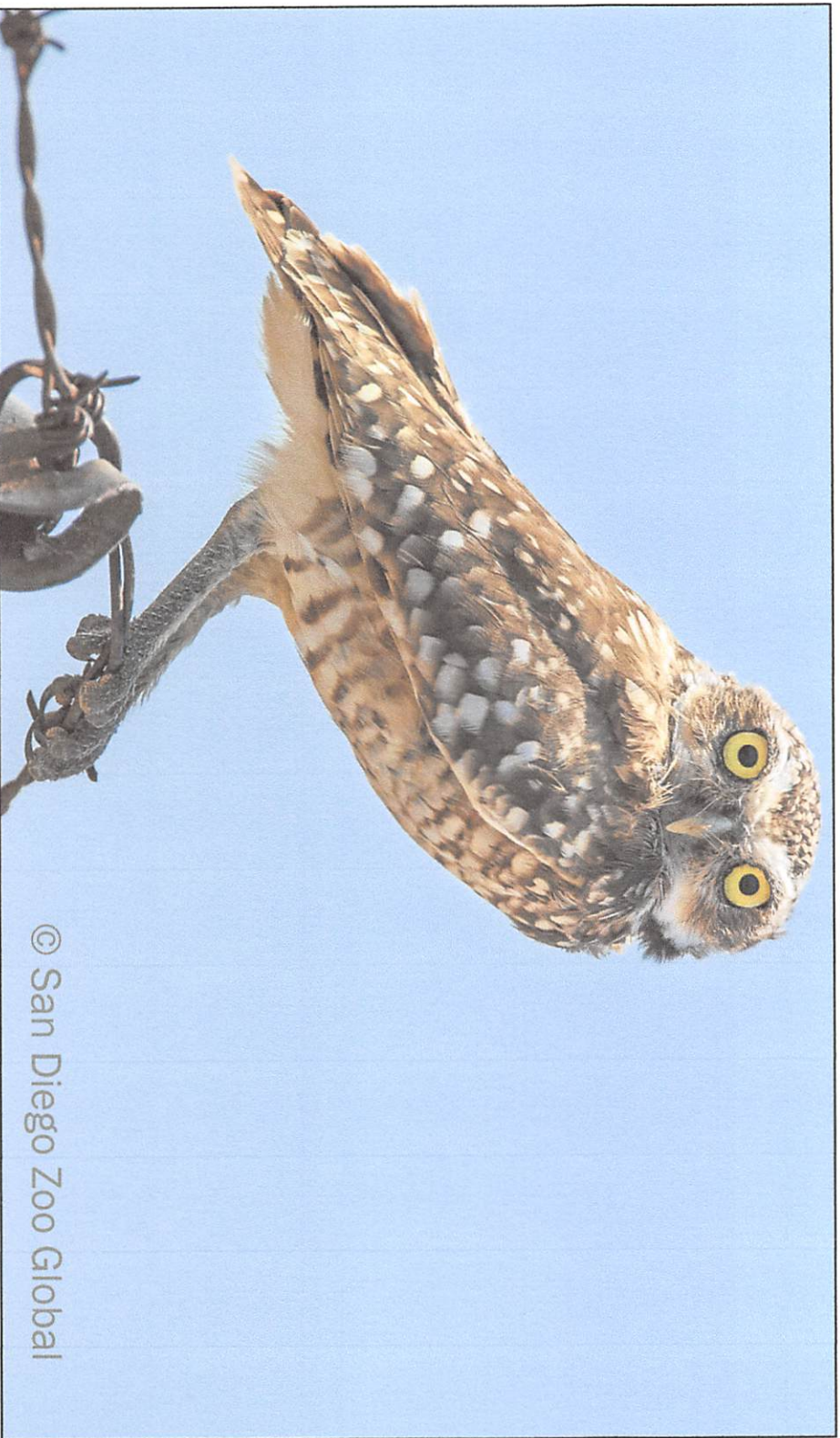
RF:JWW:SH:MF MT 4313


Rahmi Basak, Principal Management Analyst 8/21/2017


Gregory V. Priamos, Director County Counsel 8/10/2017

Assessing California's mitigation guidelines for burrowing owls impacted by development

better science, better conservation, better economic outcomes



© San Diego Zoo Global

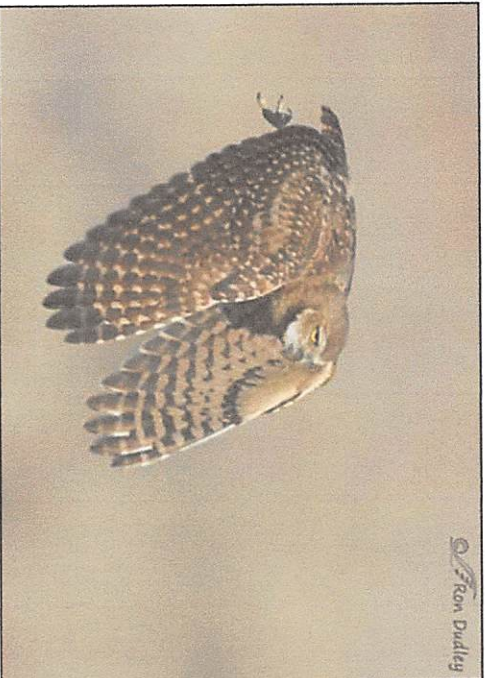
What?

- Our study evaluates the effectiveness of two mitigation methods recommended by CDFW for burrowing owls impacted by development: **Passive & Active Translocation**
- Compares these owls with non-impacted burrowing owls: **Control owls**
- We follow burrowing owls up to eighteen months post-relocation, evaluating **movements, survival, reproduction, and habitat use**



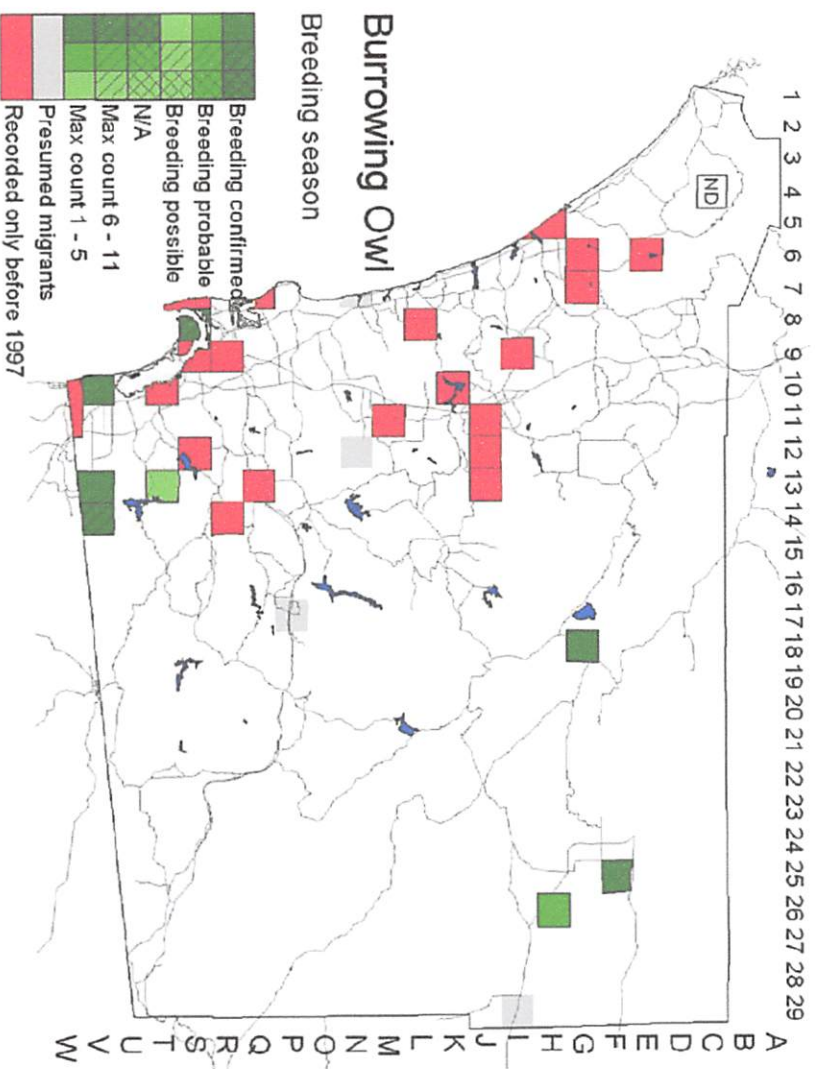
Goals

- Identify the best mitigation method for burrowing owls and provide recommendations for improvements, both of which may result in cost-savings for developers
- Improve mitigation actions used for burrowing owls impacted by development to reduce negative effects on the species
- Provide data to inform site selection decisions (for managers)

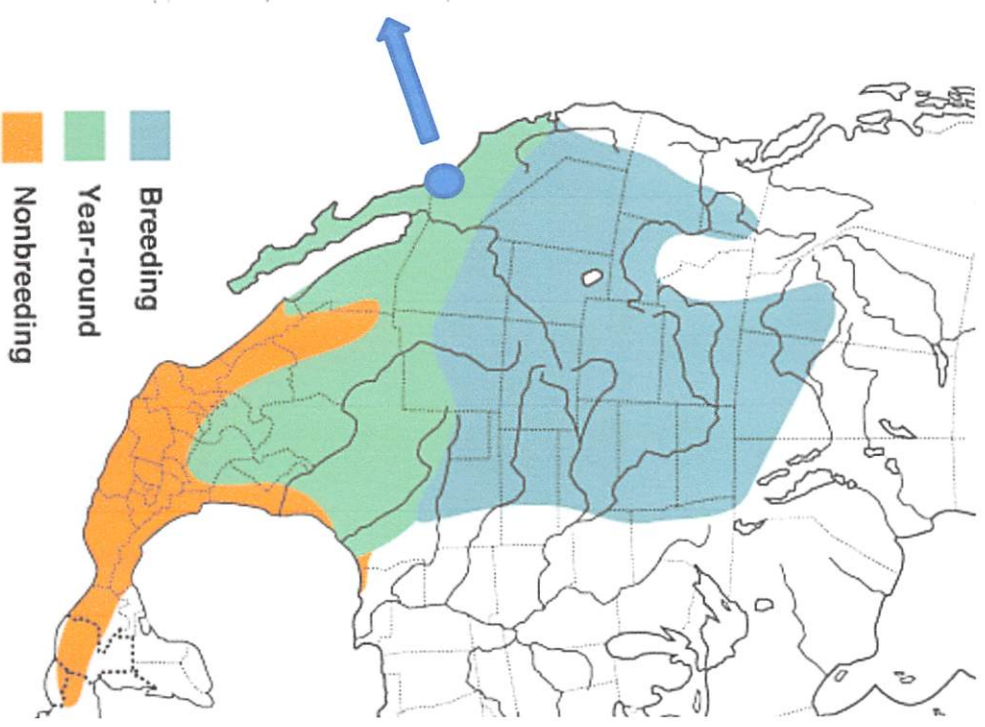


Why?

Burrowing owl population and habitat losses



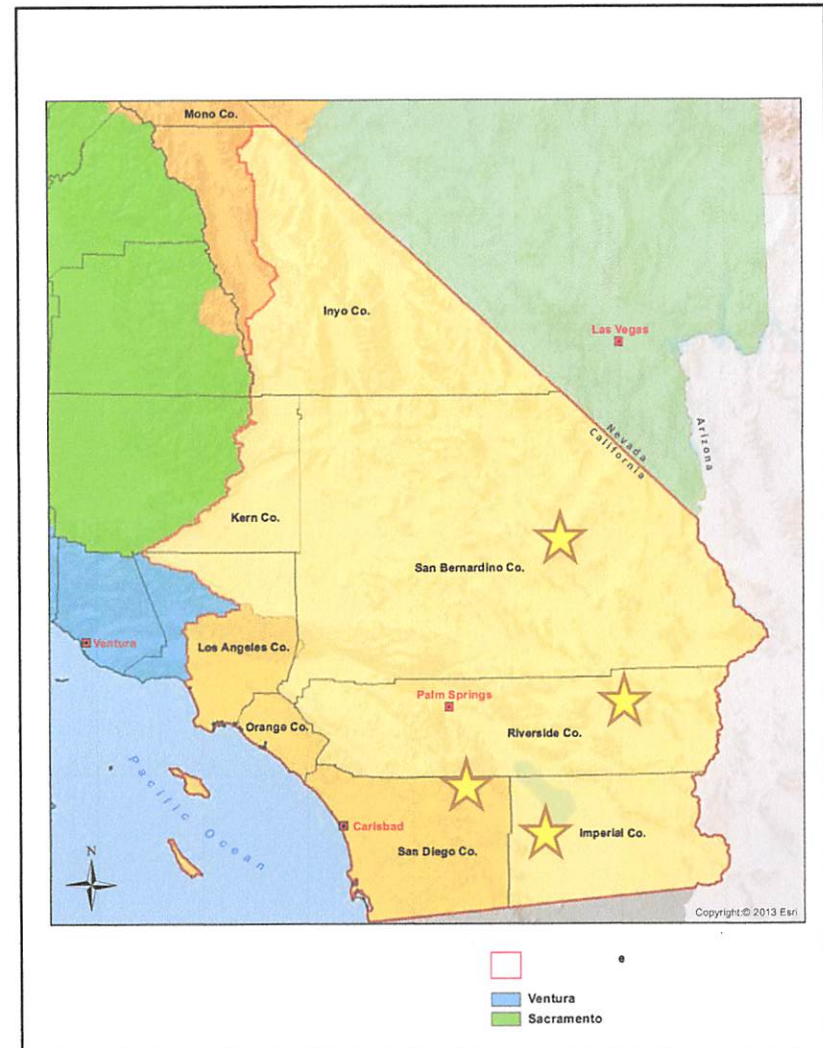
San Diego County Bird Atlas, 2004



Birds of North America, 2011

Where?

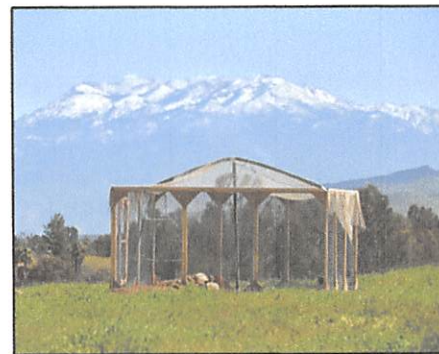
- Imperial, Riverside, San Bernardino, and San Diego Counties
- We include owls impacted by development: renewable energy, residential housing developments, commercial development



How?

Study Design

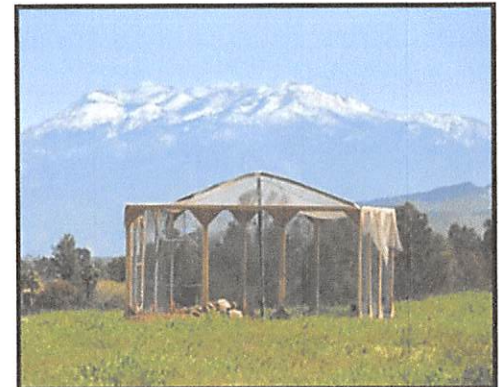
- Burrowing owls selected from ongoing projects which have gone through CDFW regulatory review (already required for projects impacting BUOWs)
- Study Groups:
 - Passive translocation** - owls excluded from their burrows
 - Active translocation** - owls excluded from their burrows, moved off-site, and housed temporarily in a holding cage
 - Control owls** - no translocation (not impacted by development)
- Sample Size: Fully funded for a minimum of 50 owls and up to 66 owls



How?

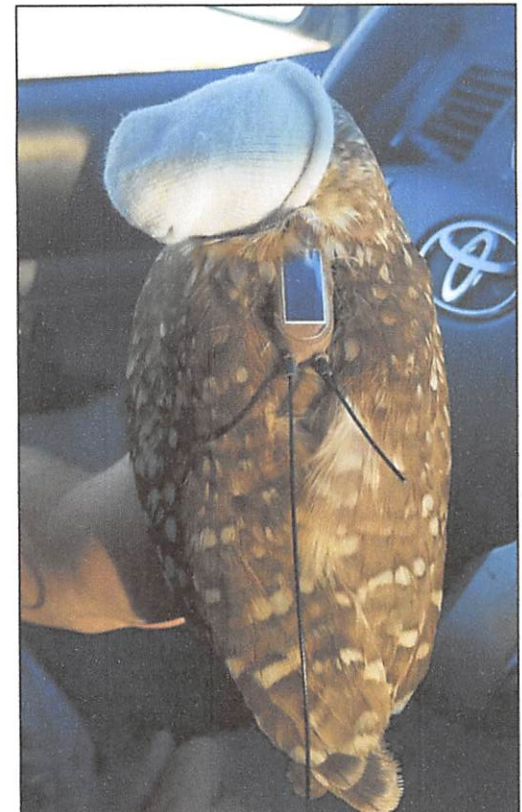
Site Access and Field Preparation

- We work within agreements and plans established between CDFW and the project proponent (no additional review or regulatory oversight necessary to be included in study)
- Request site access from project proponent; sign indemnification forms
 - owl capture, habitat measurements
- Install 2–4 artificial burrows (if required by CDFW agreement)
 - for passive translocation
- Install hacking cages and 2 artificial burrows
 - for active translocation



GPS Transmitters & Special Order Bands

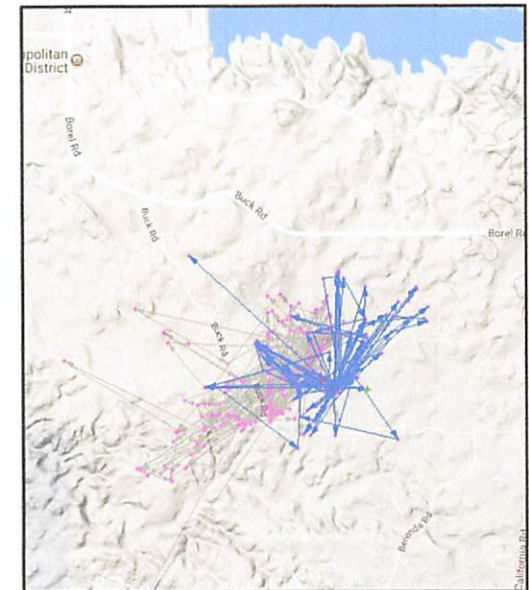
- Lotek PinPoint Argos Solar
- Solar rechargeable backpack-style satellite GPS transmitter
- 1 owl per pair receives transmitter
- ~5.7 g tag + 0.5 g harness
- 0.5 g color band
- USGS “Air Bands”
- Total weight of bands, harness, and transmitters is <5% of bird weight



How?

GPS Transmitters & Field Monitoring

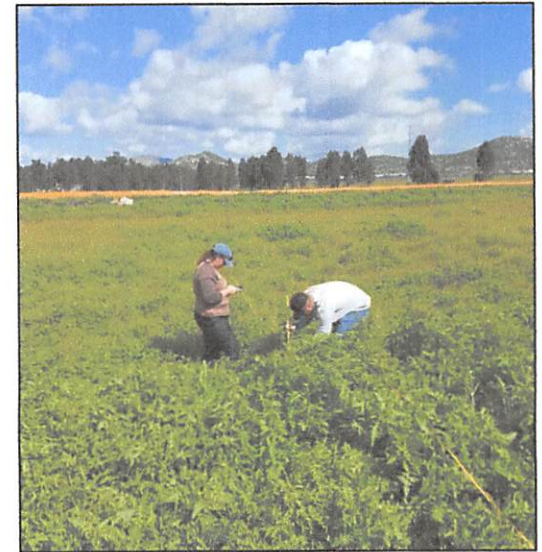
- Burrowing owls fitted with a solar-powered, GPS satellite tracking device that records location on a pre-set schedule (multiple times daily)
- Tracking data downloaded, mapped, and examined weekly
- Field crews visit owls weekly (breeding season) or monthly (non-breeding season) where access is allowed
- Each burrowing owl is followed for up to 18 months



How?

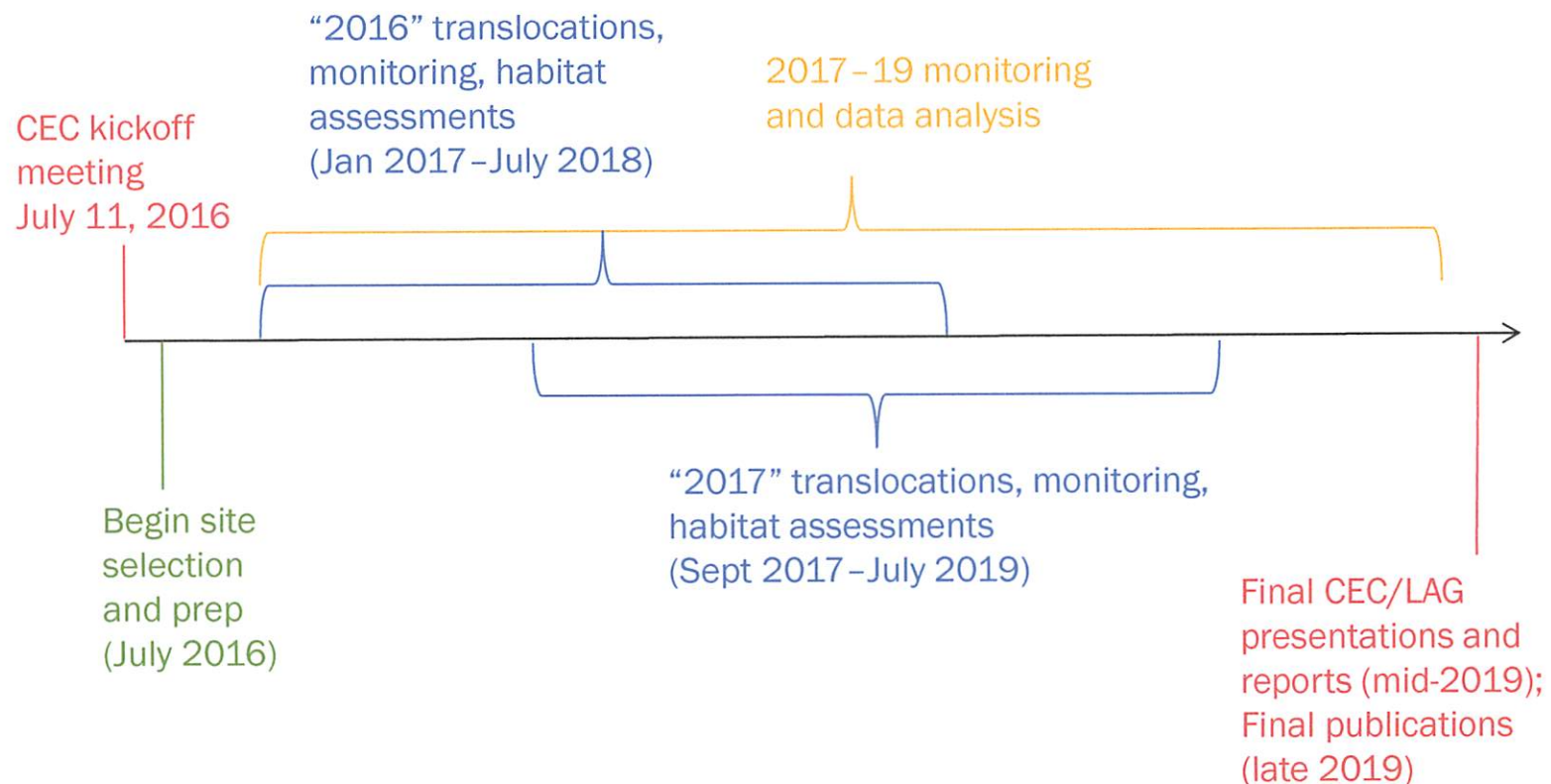
Monitoring and Costs

- **Habitat Assessments:**
 - At origin burrows
 - Post-translocation settlement locations
 - Breeding locations
- **Field Methods:**
 - Satellite transmitter location data
 - Weekly (breeding) and monthly (non-breeding) visits
 - Game cameras
- **Costs:**
 - It's grant-funded and free to participating projects!
 - Only cost to projects is the minimal staff time needed to coordinate with us



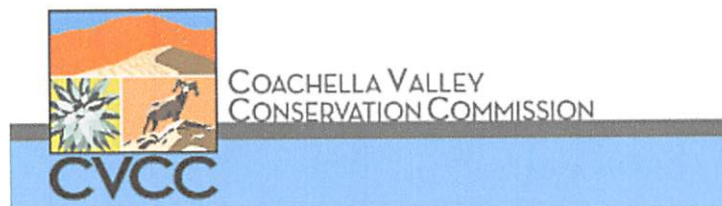
When?

- Timing of capturing owls for inclusion in this study is largely restricted to the non-breeding season (September through January) mentioned in CDFW guidelines, but exceptions are possible
- Can follow burrowing owls year-round
- Project timeline (under current budget) is shown below. We may extend this project with future grants, funding, or no-cost extensions

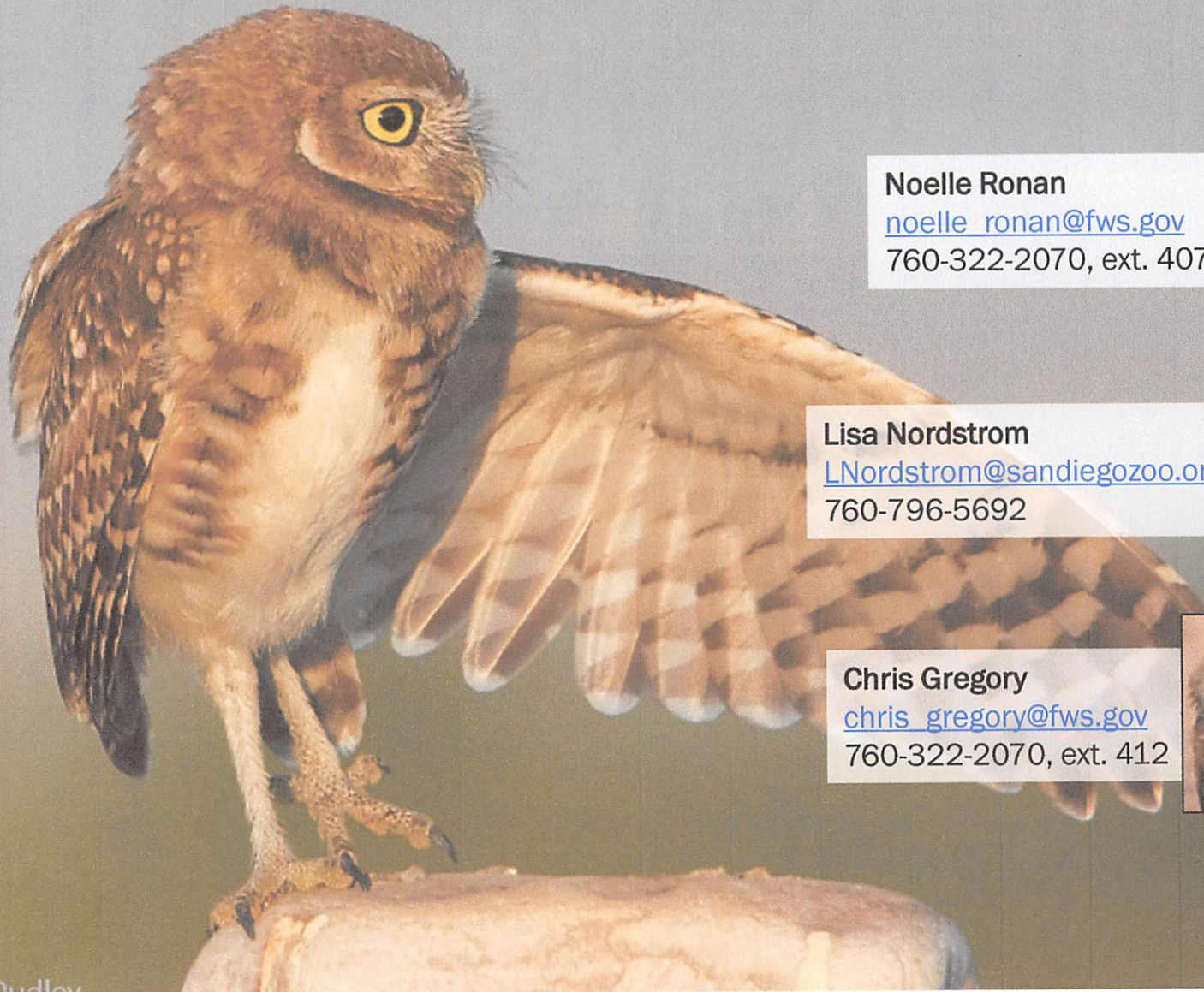


Who?

Leads, Collaborators, Funding



Have Questions? Have Owls? Please contact us!



Noelle Ronan

noelle_ronan@fws.gov

760-322-2070, ext. 407



Lisa Nordstrom

LNordstrom@sandiegozoo.org

760-796-5692



Chris Gregory

chris_gregory@fws.gov

760-322-2070, ext. 412



REBECCA SPENCER
Registrar of Voters



ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

December 20, 2017

RE: Local Voting Accessibility Advisory Committee – Meeting Notice

Dear Community Neighbors, Friends and VAAC Members:

You are cordially invited to attend the Riverside County Registrar of Voters Local Voting Accessibility Advisory Committee (VAAC) scheduled for Thursday, January 25, 2018 at 10AM at the Registrar of Voters' Office located at 2724 Gateway Drive, Riverside, CA 92507.

The VAAC is a forum for the disability and senior communities in Riverside County to voice their concerns, advise, assist, and provide recommendations to the Registrar of Voters regarding access to the electoral process for elderly voters and voters with disabilities. Julie Caban is the department's VAAC Chair and Larry Smith is the Co-Chair for the meetings. The VAAC is open to any interested person or organization. Meetings are held on a quarterly basis at the Registrar of Voters office in Riverside or in the Coachella Valley. Teleconferencing capabilities are also available.

**SEE ATTACHED VAAC MEETING SCHEDULE FOR LOCATION
(MAP PROVIDED), TELECONFERENCE INFORMATION, DATE, AND TIME.**

The Registrar of Voters is highly interested in promoting awareness to individuals and organizations through outreach opportunities. VAAC members are encouraged to reach out to other members of the community and assist with disseminating voter materials as well as recruit potential poll workers from within their communities.

Your participation in these ongoing efforts is invaluable to the county's disability and senior communities. We encourage you to apply as a VAAC member or sincerely hope you will consider attending the upcoming VAAC meeting or appointing a representative. **A courtesy reply is requested on or before January 22, 2018 so that we may have adequate materials available at the meeting.**

Posting and/or distribution of this meeting notice to interested parties would be appreciated.

If you require further information or teleconferencing information please call Julie Caban at (951) 486-7353 or Larry Smith at (951) 486-7202.

Sincerely,

Larry D. Smith
Elections Coordinator

Julie Caban
Elections Technician III

REBECCA SPENCER
Registrar of Voters



ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

TELECONFERENCE CALLING INFORMATION

The upcoming VAAC meeting will be held on January 25, 2018 at 10:00 a.m. at the Registrar of Voters, 2724 Gateway Drive, Riverside, CA 92507.

For any participants who prefer to use teleconferencing, please find below the Participant Passcode and Dial-In Number information for this meeting.

Joining a conference:

1. You must use a touch-tone phone to participate in an Instant Meeting conference.
2. Dial the appropriate access number.

Participants: Enter your numeric participant pass code followed by a # sign.

Dial in numbers:

Free phone/Toll Free

Country	Local/Toll Number	Number
USA	1-210-339-1870	866-704-1171

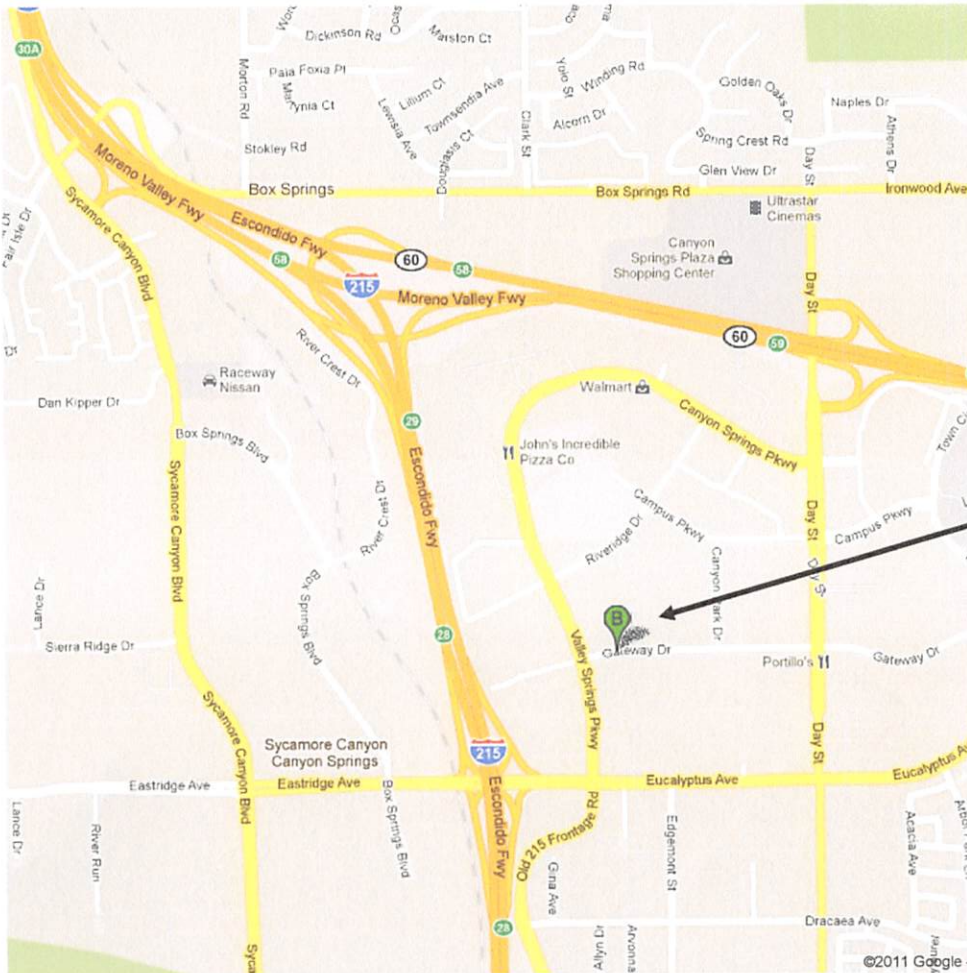
Passcode:

Participant: 9361868

Should you need additional assistance or have any questions, please call Julie Caban at (951) 486-7353 or Larry Smith at (951) 486-7202.

VOTING ACCESSIBILITY ADVISORY COMMITTEE (VAAC) MEETING SCHEDULE

LOCATION	ADDRESS	CITY	STATE	ZIP	DATE	TIME
Registrar of Voters Office	2724 Gateway Drive	Riverside	CA	92507	01/25/2018	10:00 a.m.



Map for VAAC Meeting to be held in Riverside

January 25, 2018 at 10:00 a.m.

**Registrar of Voters
2724 Gateway Drive
Riverside, CA 92507**

If you have any questions regarding directions please call:

Julie Caban at (951) 486-7353
or
Larry Smith at (951) 486-7202

Subject **'Tis the Season to Celebrate Water Wisely!**
From Riverside County Watershed Protection <rcwatershed@gmail.com>
Sender Riverside County Watershed Protection
<bwhatley@oprusa.ccsend.com>
To <manager@teamrcd.org>
Reply-To <rcwatershed@gmail.com>
Date 2017-12-15 15:16



Vol. 1 No. 6 - December 2017



RIVERSIDE COUNTY
WATERSHED PROTECTION

Bringing Riverside County residents watershed news and updates!

Dear Dave:

This monthly newsletter is published by Riverside County Watershed Protection program to bring you watershed news and updates.

Filled with fun fast-read articles, event notices and useful tips to help us keep our watersheds clean, this newsletter is a valuable tool to reach out to our #WatershedWarriors.

Watershed protection is a team effort and we appreciate your participation in the Riverside County Watershed Protection program.

A handwritten signature in black ink, appearing to read "Darcy Kuenzi".

Darcy Kuenzi
Government Affairs Officer
Riverside County Flood Control & Water Conservation District
(951) 955-1688

Four Ways to Avoid Wrapping Up Watersheds

Does your holiday season end with a mountain of wrapping paper, gifts boxes and ribbon piled up in your living room? Here are four creative ways to

reduce holiday trash.

[Read more...](#)



Three Reasons Real is Better than Fake!

If your holiday season includes putting up a Christmas tree, here are three reasons to choose a real tree instead of using an artificial one.

[Read more...](#)



Enjoy A White Christmas in Riverside County

If you are dreaming of a white Christmas, grab your scarves and mittens and head out to the San Jacinto Mountains for a Winter Wonderland.

[Read more...](#)



To connect more often, please Like us on Facebook and follow us on Twitter and Instagram!



Riverside County Flood Control | 1995 Market Street, Riverside, CA 92501

Unsubscribe_manager@teamrcd.org

[Update Profile](#) | [About our service provider](#)

Sent by rcwatershed@gmail.com in collaboration with

Constant Contact 

Try it free today

Subject **Registration Deadline Extended: FREE
Agritourism Professional Development Workshop
Jan 22 - 23, 2018 San Diego Co.**



From Penny Leff <paleff@ucdavis.edu>
To Penny Leff <paleff@ucdavis.edu>
Date 2017-12-15 11:24

Dear Agricultural Professional,

Would you like to assist farmers and ranchers in your region develop and promote successful agritourism enterprises on their farms or ranches?

We invite you to apply to participate in a FREE two-day Professional Development workshop offered by UCCE and UC SAREP agritourism trainers and expert partners and funded by Western Sustainable Agriculture Research and Education (Western SARE). This training will include an all-day farm tour of agritourism operations, and will provide interactive, hands-on sessions with tools, resources and individual consultation for developing agritourism workshops and other support activities for agricultural producers in your region. Content will focus on the opportunities and challenges faced by producers in establishing and marketing agritourism operations.

[Learn more](#) about the January 22 – 23, 2018 workshop in San Diego County.

[See presentations and resources](#) from the November Yolo County “Teaching and Supporting Agritourism” workshop held in November, 2017.

Please [click here](#) to apply for the San Diego County “Teaching and Supporting Agritourism” Workshop to be held Monday January 22 through Tuesday January 23, 2018.

Here is a more detailed description of the program:

In two different California regions (San Diego and Yolo Counties) we are offering a 2-day workshop (including a full-day tour) to 25 selected participants at each workshop.

- a. Interested agricultural educators, tourism professionals, agritourism organization leaders and municipal and county staff will be selected to participate through an application process. Applicants will be asked about their plans for implementing the training received, and will be selected based on the seriousness of their intentions.
- b. Travel expenses will be reimbursed for 12 agricultural educators participating in each workshop. Other professionals will also be invited to participate, bringing the full number of participants in each workshop to 25 maximum.
- c. Day 1 will be a bus tour of three or four agritourism operations with facility tours and talks on successes and challenges of agritourism by the farmers hosting each visit. The tour will be followed by a group discussion of the operations visited.
- d. Day 2 will be interactive presentations and discussions with experienced trainers on agritourism planning issues. The topics will include: deciding if agritourism is right for you, permitting and regulations for agritourism, business planning, liability, safety and emergency planning, creating a marketing strategy, and collaborating with community partners.

The San Diego County “Teaching and Supporting Agritourism” Workshop will be January 22 - 23, 2018. The first day will feature a tour of North county farms offering agritourism, including discussion about agritourism development with the host farmers. The tour will leave from and return to the San Marcos Community Center. The second day

will be a full day participatory workshop with local experts at the San Marcos Community Center.

Please [click here](#) to apply for the San Diego County Professional Development Agritourism Workshop. Please feel free to share this message with others who might be interested.

Thanks for your interest! Please contact me with any questions.

Penny

Penny Leff
Agritourism Coordinator
UC SAREP
530-752-5208
paleff@ucdavis.edu

Subject Fwd: RE: REMINDER: Wednesday Dec. 13, 2017
**SDMMP Monthly Meeting and Annual Luncheon;
Agenda attached**



From Karen Riesz <kriesz@biomonitoringrca.org>
Tom Scott <thomas.scott@ucr.edu>, Michael Allen
<michael.allen@ucr.edu>, Edith Allen <edith.allen@ucr.edu>,
Cameron Barrows <cbarrows@ucr.edu>, Mike Bell
<michael.bell@email.ucr.edu>, Helen May Regan
<helen.regan@ucr.edu>, Travis Bean <travis.bean@ucr.edu>,
Joseph Messin <joseph.messin@ucr.edu>, Ken Halama
<kjhalama@ucr.edu>, Kevin W Turner
<kevin.turner@fire.ca.gov>, Pablo Bryant
<pbryant@mail.sdsu.edu>, Gregory Pauly <gpaul@nhm.org>,
Chris McDonald <cjmcdonald@ucdavis.edu>, Jack Easton
<jeaston@riversidelandconservancy.org>, Nicole Stutzman
<Nicole@riversidelandconservancy.org>, Milan Mitrovich
<mitrovich@naturereserveoc.org>, Wendy Picht
<wpicht@mwdh2o.com>, Drohac <drohac@hotmail.com>, Paul
Fromer <pfromer@gmail.com>, Jeff Kidd <jeff@kiddbioinc.com>,
Scott Thomas <scott_thomas@kiddbioinc.com>, Jeff Lincer
<jefflincer@gmail.com>, Zachary Principe <zprincipe@tnc.org>,
To Brett Mills <Bmills.sjbrcd@verizon.net>, Geramaldi
<ggeramaldi@gmail.com>, Cameron Macbeth
<macbeth.cameron@gmail.com>, Kate Kramer
<socalbiology@gmail.com>, Dan Cooper
<dan@cooperecological.com>, Carole Bell <cbell@tnc.org>,
Wllmwagner <wllmwagner@msn.com>, Cindy Jones Daverin
<cjones171@cox.net>, Miriam Cardenas <mcarden4@wm.com>,
Rose Corona <rose.corona@emarcd.org>, Dave Driscoll
<chiefdave2@msn.com>, John Donoghue
<john@johndonoghue.net>, Elliot Handrus
<ehandrus@thespeciesrestorationproject.org>, Doug Chudy
<doug.c@twc-ca.org>, Scott Quinnell
<scott.quinnell@dot.ca.gov>, Christopher Carlberg
<beerescue101@gmail.com>, Darrel Jenerette
<darrel.jenerette@ucr.edu>, Kristan Culbert
<kculbert@riversandlands.org>, Craig Wentworth
<Craig.Wentworth@dot.ca.gov>, Lorelee Larios
<loralee@ucr.edu>
Date 2017-12-05 13:47

FYI

----- Forwarded Message -----

Subject:RE: REMINDER: Wednesday Dec. 13, 2017 SDMMP Monthly Meeting and Annual Luncheon; Agenda
attached

Date:Tue, 5 Dec 2017 19:01:05 +0000

From:Miller, Betsy <BMiller@sandiego.gov>

To:Miller, Betsy <BMiller@sandiego.gov>

Good morning –

The City of San Diego Park & Recreation is seeking a licensed Pesticide Applicator to work on our Open Space Division's restoration team. The position reports to a Senior Park Ranger and is part of a three-person Pesticide Applicator team tasked with invasive species removal on conserved open space lands, restoration projects, and assisting Park Rangers with general land management. The job posting, listed below,

closes on December 12, 2017. Please help get the word out and forward to anyone you think may be interested!

Thank you!

Betsy

https://agency.governmentjobs.com/sandiego/default.cfm?action=viewJob&jobID=1831554&hit_count=yes&headerFooter=1&promo=0&transfer=0&WDDXJobSearchParams=%3CwddxPacket%20version%3D%271%2E0%27%3E%3Cheader%2F%3E%3Cdata%3E%3Cstruct%3E%3Cvar%20name%3D%27TRANSFER%27%3E%3Cstring%3E0%3C%2Fstring%3E%3C%2Fvar%3E%3Cvar%20name%3D%27CATEGORYID%27%3E%3Cstring%3E%3C%2Fstring%3E%3C%2Fvar%3E%3Cvar%20name%3D%27FIND%5FKEYWORD%27%3E%3Cstring%3E%3C%2Fstring%3E%3C%2Fvar%3E%3Cvar%20name%3D%27PROMOTIONALJOBS%27%3E%3Cstring%3E0%3C%2Fstring%3E%3C%2Fvar%3E%3C%2Fstruct%3E%3C%2Fdata%3E%3C%2FwddxPacket%3E

--

Karen A. Riesz
Monitoring Program Administrator
Western Riverside County MSHCP
Biological Monitoring Program
4500 Glenwood Drive, bldg C
Riverside, CA 92501
(951) 248-2552
kriesz@biomonitoringrca.org

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 17-399822

State Clearinghouse # (if applicable): 2014111029

Lead Agency: CITY OF TEMECULA

Date: 12/13/2017

County Agency of Filing: RIVERSIDE

Document No: E-201701584

Project Title: ALTAIR SPECIFIC PLAN (FORMERLY "VILLAGE WEST")

Project Applicant Name: AMBIENT COMMUNITIES

Phone Number: (951) 694-6400

Project Applicant Address: C/O CITY OF TEMECULA, 41000 MAIN STREET TEMECULA, CA 92590

Project Applicant: PRIVATE ENTITY

CHECK APPLICABLE FEES:

☒ Environmental Impact Report

\$3,078.25

☐ Negative Declaration

☐ Application Fee Water Diversion (State Water Resources Control Board Only)

☐ Project Subject to Certified Regulatory Programs

☒ County Administration Fee

\$50.00

☐ Project that is exempt from fees (DFG No Effect Determination (Form Attached))

☐ Project that is exempt from fees (Notice of Exemption)

Total Received \$3,128.25

Signature and title of person receiving payment:



Deputy

Notes:

Notice of Determination

Appendix D

To:

☒ Office of Planning and Research

U.S. Mail:

P.O. Box 3044

Sacramento, CA 95812-3044

Street Address:

1400 Tenth St., Rm 113

Sacramento, CA 95814

☒ County Clerk

County of: Riverside

Address: 2724 Gateway Drive

Riverside, CA 92507

From:

Public Agency: City of Temecula

Address: 41000 Main Street

Temecula, CA 92590

Contact: Matt Peters, AICP, Associate Planner

Phone: (951) 684-6400

Lead Agency (if different from above):

Address:

Contact:

Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2014111029

Project Title: Altair Specific Plan (formerly "Village West")

Project Applicant: Ambient Communities

Project Location (Include county): 270 acres west of/adjacent to Old Town, City of Temecula, Riverside County

Project Description:

The proposed project includes a Specific Plan, General Plan Amendment, Subdivision Maps, and Development Agreement to allow for development of up to 1,750 residential units, limited neighborhood-serving commercial, civic/institutional uses including a community-serving Nature Center, parks, and open space within a 270-acre area in the southwesterly portion of the City of Temecula, west of Old Town, located south of Ridge Park Drive and westerly of Pujol Street. In addition, the proposed project would construct the Western Bypass linking Temecula Parkway with Rancho California Road and includes offsite utility extension improvements, such as sewer and water.

This is to advise that the City of Temecula has approved the above
(☒ Lead Agency or ☐ Responsible Agency)

described project on 12/12/17 and has made the following determinations regarding the above
(date)
described project.

1. The project ☒ will ☐ will not have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures ☒ were ☐ were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan ☒ was ☐ was not adopted for this project.
5. A statement of Overriding Considerations ☒ was ☐ was not adopted for this project.
6. Findings ☒ were ☐ were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Available on-line at www.cityoftemecula.org

Signature (Public Agency): [Signature]

Title: Director of Community Development

Date: 12-13-2017

Date Received for

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-201701584
12/13/2017 04:00 PM Fee: \$ 3128.25
Page 1 of 1

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Removed: By: Deputy



Western Riverside County MSHCP
Management - Monitoring Coordination Meeting
10:00am December 14, 2017
RCRCD Conference Room (Bldg F)

AGENDA

- I. Introductions / Announcements
- II. RCA Update, if applicable
- III. Monitoring Program Activities Update
 - Camera stations
 - Burrowing Owl
 - Tricolored Blackbird
 - Terrestrial herps (scouting)
 - Rare plants
 - Engelmann oaks
- IV. Management Program Activities Update
- V. Other management activity updates from the group?
- VI. Presenter TBD
- VII. Next Meeting at RCRCD – January 11: Spring Strahm (Conservation Biology Institute) – Augmenting Quino checkerspot butterfly (*Euphydryas editha quino*) in the San Diego National Wildlife Refuge: preliminary success, lessons learned and next steps
- VIII. Adjourn!
- IX. Private staff meeting