



SCOTIA COMMUNITY SERVICES DISTRICT
NOTICE IS HEREBY GIVEN THAT A
REGULAR MEETING
OF THE BOARD OF DIRECTORS

WILL BE HELD AT:
122 MAIN STREET
SCOTIA, CALIFORNIA

Thursday, August 20, 2015
Regular Meeting at 5:30 P.M
Closed Session to follow

AGENDA

- A. CALL TO ORDER/ ROLL CALL** The Presiding officer will call the meeting to order and call the roll of members to determine the presence of a quorum.
- PLEDGE OF ALLEGIANCE**
- B. SETTING OF AGENDA**
The Board may adopt/ revise the order of the agenda as presented.
- C. CONSENT CALENDAR**
C1. Approval/Disapproval of Minutes from Previous Meetings
July 16, 2015
August 6, 2015
- D. PUBLIC COMMENTS & WRITTEN COMMUNICATIONS**
Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information.
- E. PUBLIC HEARING**
E1. Discussion on the adoption of the Scotia CSD FY 2015-2016 Final Budget
- F. NEW AND OLD BUSINESS**
F1. New Business –
a. Consider adoption of Resolution 2015-9: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt the Scotia Community Services District Final Budget for Fiscal Year 2015-2016.
b. Consider adoption of Resolution 2015-8: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt the Scotia Community Services District Final Injury and Illness Prevention Program
c. Consider approval of Letter to Accept TOS Funds

AGENDA FOR MEETING OF THE SCSD BOARD OF DIRECTORS
August 20, 2015
POSTED at 2:00 PM July 17, 2015

F2. Old Business –

- a. Scotia Community Services District Insurance Quote Update**
- b. Scotia Community Services District Accounting Update**
- c. User Fee and Benefit Assessment Analysis Workshop Scenarios Update**

G. REPORTS

No specific action is required on these items, but the Board may briefly discuss any particular item raised.

- 1. President's Report:**
- 2. Board Director Reports:**
- 3. Interim Manager's Report:**
- 4. Special Counsel's Report:**
- 5. Engineer's Report:**
- 6. Fire Chief's Status Report:**
- 7. Board Clerk Report:**

H. ADJOURN TO CLOSED SESSION

- H1. Call to Order**
- H2. Roll Call**
- H3. Government Code §54957(b)(1) Closed Session Regarding Employee Evaluation – Interim Manager Steve Tyler**
- H4. Government Code §54957(b)(1) Closed Session Regarding Employee Evaluation – Interim District Clerk Leslie Marshall**
- H5. Closed Session Discussion**

I. ADJOURN TO OPEN SESSION

- I1. Report out of Closed Session**

J. ADJOURNMENT

Next Regular Meeting of the SCSD will be September 17, 2015 at 5:30 PM.
A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

*AGENDA FOR MEETING OF THE SCSD BOARD OF DIRECTORS
August 20, 2015
POSTED at 2:00 PM July 17, 2015*

**Minutes of the Regular Board Meeting of
Scotia Community Services District
Thursday, July 16, 2015 - 5:30 P.M.
122 Main Street, Scotia, CA**

A. CALL TO ORDER/ ROLL CALL

The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:32 pm with the following directors in attendance:

Rick Walsh	President - present
John Broadstock	Director - present
Gayle McKnight	Director – present
Diane Bristol	Director - present
Susan Pryor	Director – present

Staff: T. Boobar, S. Davidson, L. Marshall

B. SETTING OF AGENDA

Additions/revisions to the agenda: Move Item G to F1.5 to move the staff reports before the workshop.

Motion: Motion to Move Item G to F1.5

Motion: Bristol **Second:** Broadstock

Motion Vote: Ayes - McKnight, Bristol, Pryor, Broadstock, Walsh Opposed - 0

C. CONSENT CALENDAR

**C1. Approval/Disapproval of Minutes from Previous Meetings
June 18, 2015**

June 26, 2015: revise regular to special

July 7, 2015: revise regular to special

Motion: Motion to approve the consent agenda with specified revisions

Motion: Pryor **Second:** Bristol

Motion Vote: Ayes - McKnight, Bristol, Pryor, Broadstock, Walsh Opposed - 0

D. PUBLIC COMMENTS & WRITTEN COMMUNICATIONS

Frank Bacik gave a water quality update.
Board closed public comment.

E. PUBLIC HEARING- NONE

F. NEW AND OLD BUSINESS

F1. New Business – None

F2. Old Business –

a. Workshop on the first year operating budget within the User Fee and Benefit Assessment Analysis

Opened Public Comment

Matt at Eel River Brewery asked questions regarding assessment of the Brewery as it pertains to the rate, concern of Rate Study methodology, and possibility of metering the Brewery's wastewater status. Staff discussed, and suggested a meeting with the Interim District Manager.

Closed Public Comment

T. Boobar introduced workshop and a handout with basic EDU calculations for rates. S. Davidson discussed rates and scenarios.

[BREAK- 10 Minutes]

Board weighed in with feedback on more scenarios, as well as revisions to the rate study.

G. REPORTS

Board and Staff Reports

1. President's Report: None

2. Board Director Reports: None

3. Interim Manager's Report: None

4. Special Counsel's Report: reminded 2 candidates to make appointment at Office of Elections.

5. Engineer's Report: None

6. Fire Chief's Status Report: None

7. Board Clerk Report: Update on SDRMA Insurance, expect Working Group Report early next week.

H. ADJOURNMENT

With no further business to come before the Board, the July 16, 2015 Regular Board Meeting was adjourned at 8:12 pm by Board President Rick Walsh.

Respectfully submitted,
Leslie Marshall, Board Clerk

These minutes were approved by the Board of Directors of the Scotia Community Services District on August 20, 2015 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Rick Walsh, President
Board of Directors
Scotia Community Services District

Date

ATTEST:

Leslie Marshall, Board Clerk
Scotia Community Services District

Date

**Minutes of the Special Board Meeting of
Scotia Community Services District
Thursday, August 6, 2015 - 5:30 P.M.
122 Main Street, Scotia, CA**

A. CALL TO ORDER/ ROLL CALL

The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:35 pm with the following directors in attendance:

Rick Walsh	President - Present
John Broadstock	Director - Present
Gayle McKnight	Director – Present
Diane Bristol	Director - Present
Susan Pryor	Director – Absent

Staff: T. Boobar, S. Davidson, L. Marshall, S. Tyler

B. SETTING OF AGENDA

Additions/revisions to the agenda: None

C. PUBLIC HEARING -- NONE

D. BUSINESS

D1. Community Forest Update

S. Tyler, IDM presented staff report, Board and T. Boobar asked questions.

D2. SCSD Draft Final Budget FY 2015-16

S. Tyler presented staff report, T. Boobar assisted. Renee Abrams asked about interest amounts. A general discussion of the budget ensued.

[BREAK from 6:38-6:46]

D3. Draft Illness & Injury Prevention Program Update

S. Tyler presented staff report, T. Boobar assisted. There was a general discussion of the IIPP.

E. ADJOURNMENT

With no further business to come before the Board, the August 6, 2015 Special Board Meeting was adjourned at 6:54pm by Board President Rick Walsh.

Respectfully submitted,
Leslie Marshall, Board Clerk

These minutes were approved by the Board of Directors of the Scotia Community Services District on August 20, 2015 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Rick Walsh, President
Board of Directors
Scotia Community Services District

Date

ATTEST:

Leslie Marshall, Board Clerk
Scotia Community Services District

Date

Scotia Community Services District

Staff Report

DATE: August 20, 2015

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, Interim District Manager
Stephen M. Davidson, District Engineer

SUBJECT: SCSD FY 2015/16 Final Budget

RECOMMENDATION:

The Administrative staff recommends that the Board receive a staff report on the final budget for FY 2015/16.

ACTION:

Adopt the SCSD FY 2015/16 Final Budget, by Resolution

DISCUSSION:

The Final Budget was developed utilizing information contained in the 2015 SHN User Fee and Benefit Assessment Analysis. The Board at their 8/6 Special Meeting reviewed the Draft Final Budget for FY 2015/16. The Final Budget includes the new expenditures requested by the Board.

Additionally staff is developing a “Transition Agreement” with a “Ramp-up Budget” between the District (SCSD) and the Town of Scotia (TOS) for the first year of SCSD operations. The Transition Agreement will define the process to transfer ownership and operations of specific assets from TOS to SCSD. The Ramp-up Budget will identify additional expenses that are not in the FY 2015/16 Final Budget. These additional expenses are not included in establishing equitable utility rates. The Transition Agreement and Ramp-up Budget will be presented to the Board for review and approval in October.

The FY 2015/16 Final Budget is required, by law, to be approved and adopted, by Resolution, prior to September 1, 2015.

BUDGET/FISCAL IMPACT:

Attached

RESOLUTION NO. 2015-9

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SCOTIA COMMUNITY SERVICES DISTRICT TO ADOPT THE SCOTIA COMMUNITY SERVICES DISTRICT FINAL BUDGET FOR FISCAL YEAR 2015-2016

WHEREAS, the Scotia Community Services District (“Scotia CSD”) is organized and operates pursuant to the California Government Code Section 61000, *et seq.*; and

WHEREAS, the Board of Directors of the Scotia Community Services District is required by California Government Code Section 61110(f) to adopt a final budget on or before September 1 of each year; and

WHEREAS, the Preliminary Budget for Fiscal Year 2015-2016 was discussed in seven public meetings, public notice was published in a local newspaper and a public hearing was held on June 26, 2015; and

WHEREAS, the Board of Directors of the Scotia CSD has made the Final Budget for Fiscal Year 2015-2016 available to the public, published notice of a public hearing to consider the Final Budget for FY 2015-2016, public meetings were held on July 16, 2015, August 6, 2015, and a public hearing on August 20, 2015 to receive comments from interested parties regarding the Final Budget for Fiscal Year 2015-2016; and

WHEREAS, the proposed Final Budget for the Scotia Community Services District for the fiscal year beginning July 1, 2015, as presented by the Interim General Manager, has been reviewed, studied and revised by the Board of Directors and represents a responsible and balanced financial approach for the reliable operation and maintenance of the infrastructure and programs under its jurisdiction; and

WHEREAS, a public notice has been prepared and published stating the time and place within the District that the Final Budget for FY2015-2016 is available for inspection; and

WHEREAS, a public notice was prepared and published stating the date, time and place where the Board of Directors will meet to adopt the Final Budget FY2015-2016 and that any person may appear and be heard regarding any item in the budget; and

WHEREAS, the notice was published two weeks before the hearing in at least one newspaper of general circulation in the District pursuant to Government Code Section 6061.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Services District as follows:

Section 1: The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: The budget for fiscal year 2015-2016 is hereby adopted as set forth in Exhibit A: "Scotia Community Services District FY 2015-2016 Final Budget" and is attached hereto and incorporated herein.

Section 3: Modifications and amendments to the 2015-2016 Scotia Community Services District Final Budget shall be allowed during the 2015-2016 fiscal year, when in conformance with Board Policies and state law.

Section 4: This resolution shall be effective upon adoption.

Dated: August 20, 2015

APPROVED:

Rick Walsh, Board President, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2015-9, passed and adopted at a special meeting of the Board of Directors of the Scotia Community Services District, County of Humboldt, State of California, held on the 20th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

<div> Scotia Community Services District DRAFT FINAL BUDGET 2015-2016 </div>								
Revenues								
Fund Type	Treated Water	Raw water	Wastewater	Streets & Street Lighting	Storm	Parks & Recreation	Fire Department	Total All Services
Available Cash on Hand	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$300		\$400	\$200	\$100	\$100	\$200	\$1,300
Property Tax ¹								\$0
Contingency Funding Contribution	\$28,000	\$12,000	\$44,000	\$15,000	\$14,000	\$5,000	\$17,000	\$135,000
Office Equipment/Furniture Capital Contribution	\$6,500	\$500	\$6,000	\$3,000	\$3,000	\$1,000		\$20,000
Fire Department Capital Contribution							\$766,000	\$766,000
Special Use Income						\$500	\$0	\$500
User Fee Revenues Necessary to Balance Budget	\$271,150	\$34,098	\$360,978	\$45,284	\$31,134	\$95,548	\$194,572	\$1,032,764
Miscellaneous	\$100	\$0	\$100	\$100	\$100	\$0	\$0	\$400
Sub-Total Revenues	\$306,050	\$46,598	\$411,478	\$63,584	\$48,334	\$102,148	\$977,772	\$1,955,964
TOTAL CAPITAL EXPENDITURE REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$306,050	\$46,598	\$411,478	\$63,584	\$48,334	\$102,148	\$977,772	\$1,955,964
Expenditures								
Personnel Services	Treated Water	Raw water	Wastewater	Streets & Street Lighting	Storm	Parks & Recreation	Fire Dept.	Total All Services
Attorney	\$7,600	\$400	\$8,000	\$1,000	\$1,000	\$1,000	\$1,000	\$20,000
Auditor (Annual Audit)	\$4,560	\$240	\$4,800	\$600	\$600	\$600	\$600	\$12,000
Board Stipend	\$2,280	\$120	\$2,400	\$300	\$300	\$300	\$300	\$6,000
Bookkeeping/CPA Consult	\$1,900	\$100	\$2,000	\$50	\$50	\$500	\$400	\$5,000
IT Services	\$5,700	\$300	\$6,000	\$150	\$150	\$1,500	\$1,200	\$15,000
Engineering	\$5,400	\$600	\$6,000	\$0	\$0	\$0	\$0	\$12,000
Operations/Maintenance Staff (Salaries & Benefits)	\$149,000	\$7,480	\$156,500	\$19,100	\$19,100	\$61,900	\$98,800	\$511,880
TOTAL PERSONNEL SERVICES	\$176,440	\$9,240	\$185,700	\$21,200	\$21,200	\$65,800	\$102,300	\$581,880
Materials and Services								
Bond, Dues, Publications	\$2,000	\$500	\$2,500	\$200	\$200	\$100	\$2,000	\$7,500
General Supplies, Lab, Permitting & Monitoring	\$14,000	\$500	\$55,000	\$500	\$2,000	\$4,500	\$6,200	\$82,700
Utilities- water, sewer, Assess., communications	\$2,200	\$500	\$4,800	\$4,000	\$2,500	\$4,800	\$1,200	\$20,000
General Maint & Repair	\$14,000	\$1,000	\$10,000	\$6,000	\$1,000	\$5,000	\$7,000	\$44,000
Liability Insurance	\$15,000	\$5,000	\$30,000	\$5,000	\$500	\$1,000	\$5,000	\$61,500
Electrical	\$19,000	\$14,000	\$25,000	\$4,500	\$0	\$1,000	\$5,000	\$68,500
Contracted Maintenance Services	\$9,000	\$1,000	\$7,500	\$1,000	\$0	\$1,000	\$500	\$20,000
TOTAL MATERIALS AND SERVICES	\$75,200	\$22,500	\$134,800	\$21,200	\$6,200	\$17,400	\$26,900	\$304,200
TOTAL O&M	\$251,640	\$31,740	\$320,500	\$42,400	\$27,400	\$83,200	\$129,200	\$886,080
Other Expenditures								
Debt Service for Winema Theater Roof						\$7,358		\$7,358
Debt Service for Board Office Building	\$6,990	\$368	\$7,358	\$184	\$184	\$1,840	\$1,472	\$18,395
Transfer to Equipment Replacement Reserve Fund ²	\$12,920	\$2,030	\$33,620	\$3,000	\$3,750	\$3,750	\$64,100	\$123,170
TOTAL OTHER EXPENDITURES	\$19,910	\$2,398	\$40,978	\$3,184	\$3,934	\$12,948	\$65,572	\$148,924
Capital Outlay								
Fire Apparatus and Personal Gear Upgrade							\$766,000	\$766,000
Office Equipment/furnishings Start-up	\$6,500	\$500	\$6,000	\$3,000	\$3,000	\$1,000		\$20,000
TOTAL CAPITAL EXPENDITURES	\$6,500	\$500	\$6,000	\$3,000	\$3,000	\$1,000	\$766,000	\$786,000
TOTAL ALL EXPENDITURES	\$278,050	\$34,638	\$367,478	\$48,584	\$34,334	\$97,148	\$960,772	\$1,821,004
Unexpended Fund Balance (UFB)	\$28,000	\$11,960	\$44,000	\$15,000	\$14,000	\$5,000	\$17,000	\$134,960
EXPENDITURES + UFB	\$306,050	\$46,598	\$411,478	\$63,584	\$48,334	\$102,148	\$977,772	\$1,955,964
<div> 1. No tax revenues are projected for this operating budget (CSD has no taxing authority at this time) 2. Transfer to a reserve account for each fund to be created by CSD for replacement </div>								

SCOTIA COMMUNITY SERVICES DISTRICT

ACCOUNT CODES

at 2015-16 Recap

FUNDS

TREATED WATER	10
RAW WATER	20
WASTEWATER	30
STREETS & STREET LIGHTING	40
STORM SEWERS	50
PARKS & RECREATION	60
FIRE DEPARTMENT	70
TREATED WATER RESERVE	15
RAW WATER RESERVE	25
WASTEWATER RESERVE	35
STREETS & STREET LIGHTING RESERVE	45
STORM SEWERS RESERVE	55
PARKS & RECREATION RESERVE	65
FIRE DEPARTMENT RESERVE	75

REVENUES

Available Cash on Hand	210
Interest Earnings	220
Property Tax ¹	230
Contingency Funding Contribution	240
Office Equipment/Furniture Capital Contribution	250
Fire Department Capital Contribution	260
Special Use Income	270
User Fee Revenues Necessary to Balance Budget	280
Miscellaneous	290

EXPENDITURES

Personnel Services

Attorney	300
Auditor (Annual Audit)	310
Board Stipend	320
Bookkeeping/CPA Consult	330

IT Services

Engineering	340
Operations/Maintenance Staff (Salaries & Benefits)	350

Materials and Services

Bond, Dues, Publications	400
General Supplies, Lab, Permitting & Monitoring	410
Utilities- water, sewer, Assess., communications	420
General Maint & Repair	430
Liability Insurance	440
Electrical	450
Contracted Maintenance Services	460

Other Expenditures

Transfer to Equipment Replacement Reserve Fund	550
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Debt Service for Board Office Building

555

Debt Service for Winema Theater Roof

560

Capital Outlay

Office Equipment/furnishings Start-up	650
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Scotia Community Services District

Final Budget 2015-16 Recap

ACCOUNT CODE	USE DESCRIPTION	PROPOSED 2015-16 REVENUES	PROPOSED 2015-16 EXPENDITURES	PROPOSED 2015-16 RESERVES
10	Treated Water	\$306,050	\$278,050	\$28,000
20	Raw Water	\$46,598	\$34,638	\$11,960
30	Wastewater	\$411,478	\$367,478	\$44,000
40	Streets & Street Lighting	\$63,584	\$48,584	\$15,000
50	Storm Sewers	\$48,334	\$34,334	\$14,000
60	Parks & Recreation	\$102,148	\$97,148	\$5,000
70	Fire Department	\$977,772	\$960,772	\$17,000
TOTAL BUDGET		\$1,955,964	\$1,821,004	\$134,960

\$40 Discrepancy Due to unaccounted funds in Raw Water Auditor Expenses

Scotia Community Services District

Final Budget 2015-16 Recap

ACCOUNT CODE	EXPENDITURE DESCRIPTION	PROPOSED BUDGET 2015-16
10	Treated Water	176,440
20	Raw Water	9,240
30	Wastewater	185,700
40	Streets & Street Lighting	21,200
50	Storm Sewers	21,200
60	Parks & Recreation	65,800
70	Fire Department	102,300
	TOTAL PERSONNEL SERVICES	581,880
10	Treated Water	75,200
20	Raw Water	22,500
30	Wastewater	134,800
40	Streets & Street Lighting	21,200
50	Storm Sewers	6,200
60	Parks & Recreation	17,400
70	Fire Department	26,900
	TOTAL MATERIALS AND SERVICES	304,200
10	Treated Water	6,500
20	Raw Water	500
30	Wastewater	6,000
40	Streets & Street Lighting	3,000
50	Storm Sewers	3,000
60	Parks & Recreation	1,000
70	Fire Department	766,000
	TOTAL CAPITAL OUTLAY	786,000
10	Transfer to Treated Water Reserve Fund (15)	19,910
20	Transfer to Raw Water Reserve Fund (25)	2,398
30	Transfer to Wastewater Reserve Fund (35)	40,978
40	Transfer to Streets & Street Lighting Reserve Fund (45)	3,184
50	Transfer to Storm Sewers Reserve Fund (55)	3,934
60	Transfer to Parks & Recreation Reserve Fund (65)	12,948
70	Transfer to Fire Department Reserve Fund (75)	65,572
	TOTAL OTHER	148,924

Scotia Community Services District

TREATED WATER FUND - 10

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
REVENUE DESCRIPTION		
10-210	Available Cash on Hand	-
10-220	Interest Earnings	300
10-230	Property Tax ¹	-
10-240	Contingency Funding Contribution	28,000
10-250	Office Equipment/Furniture Capital Contribution	6,500
10-260	Fire Department Capital Contribution	-
10-270	Special Use Income	-
10-280	User Fee Revenues Necessary to Balance Budget	271,150
10-290	Miscellaneous	100
TOTAL		306,050

Scotia Community Services District

RAW WATER FUND - 20

Final Budget 2015-16 Recap	REVENUE DESCRIPTION	PROPOSED BUDGET 2015-16
20-210	Available Cash on Hand	-
20-220	Interest Earnings	-
20-230	Property Tax ¹	-
20-240	Contingency Funding Contribution	12,000
20-250	Office Equipment/Furniture Capital Contribution	500
20-260	Fire Department Capital Contribution	-
20-270	Special Use Income	-
20-280	User Fee Revenues Necessary to Balance Budget	34,098
20-290	Miscellaneous	-
TOTAL		46,598

Scotia Community Services District**WASTEWATER FUND - 30**

Final Budget 2015-16 Recap	REVENUE DESCRIPTION	PROPOSED BUDGET 2015-16
30-210	Available Cash on Hand	-
30-220	Interest Earnings	400
30-230	Property Tax ¹	-
30-240	Contingency Funding Contribution	44,000
30-250	Office Equipment/Furniture Capital Contribution	6,000
30-260	Fire Department Capital Contribution	-
30-270	Special Use Income	-
30-280	User Fee Revenues Necessary to Balance Budget	360,978
30-290	Miscellaneous	100
TOTAL		411,478

Scotia Community Services District
STREETS & STREET LIGHTING - 40

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
REVENUE DESCRIPTION		
40-210	Available Cash on Hand	-
40-220	Interest Earnings	200
40-230	Property Tax ¹	-
40-240	Contingency Funding Contribution	15,000
40-250	Office Equipment/Furniture Capital Contribution	3,000
40-260	Fire Department Capital Contribution	-
40-270	Special Use Income	-
40-280	User Fee Revenues Necessary to Balance Budget	45,284
40-290	Miscellaneous	100
TOTAL		63,584

Scotia Community Services District

STORM SEWERS -50

Final Budget 2015-16 Recap	REVENUE DESCRIPTION	PROPOSED BUDGET 2015-16
50-210	Available Cash on Hand	-
50-220	Interest Earnings	100
50-230	Property Tax ¹	-
50-240	Contingency Funding Contribution	14,000
50-250	Office Equipment/Furniture Capital Contribution	3,000
50-260	Fire Department Capital Contribution	-
50-270	Special Use Income	-
50-280	User Fee Revenues Necessary to Balance Budget	31,134
50-290	Miscellaneous	100
TOTAL		48,334

Scotia Community Services District

PARKS & RECREATION - 60

Final Budget 2015-16 Recap	REVENUE DESCRIPTION	PROPOSED BUDGET 2015-16
60-210	Available Cash on Hand	-
60-220	Interest Earnings	100
60-230	Property Tax ¹	-
60-240	Contingency Funding Contribution	5,000
60-250	Office Equipment/Furniture Capital Contribution	1,000
60-260	Fire Department Capital Contribution	-
60-270	Special Use Income	500
60-280	User Fee Revenues Necessary to Balance Budget	95,548
60-290	Miscellaneous	-
TOTAL		102,148

Scotia Community Services District

FIRE DEPARTMENT - 70

Final Budget 2015-16 Recap	REVENUE DESCRIPTION	PROPOSED BUDGET 2015-16
70-210	Available Cash on Hand	-
70-220	Interest Earnings	200
70-230	Property Tax ¹	-
70-240	Contingency Funding Contribution	17,000
70-250	Office Equipment/Furniture Capital Contribution	-
70-260	Fire Department Capital Contribution	766,000
70-270	Special Use Income	-
70-280	User Fee Revenues Necessary to Balance Budget	194,572
70-290	Miscellaneous	-
TOTAL		977,772

Scotia Community Services District

TREATED WATER FUND - 10

Final Budget 2015-16 Recap	EXPENDITURE DESCRIPTION	PROPOSED BUDGET 2015-16
Personnel Services		
10-300	Attorney	7,600
10-310	Auditor (Annual Audit)	4,560
10-320	Board Stipend	2,280
10-330	Bookkeeping/CPA Consult	1,900
10-335	IT Services	5,700
10-340	Engineering	5,400
10-350	Operations/Maintenance Staff (Salaries & Benefits)	149,000
TOTAL PERSONNEL SERVICES		176,440
Materials and Services		
10-400	Bond, Dues, Publications	2,000
10-410	General Supplies, Lab, Permitting & Monitoring	14,000
10-420	Utilities- water, sewer, Assess., communications	2,200
10-430	General Maint & Repair	14,000
10-440	Liability Insurance	15,000
10-450	Electrical	19,000
10-460	Contracted Maintenance Services	9,000
TOTAL MATERIALS AND SERVICES		75,200
Other Expenditures		
10-550	Transfer to Equipment Replacement Reserve Fund (15)	12,920
10-555	Debt Service for Board Office Building	6,990
10-560	Debt Service for Winema Theater Roof	
TOTAL OTHER EXPENDITURES		19,910
Capital Outlay		
10-650	Office Equipment/furnishings Start-up	6500
TOTAL CAPITAL EXPENDITURES		6,500
TOTAL ALL EXPENDITURES		278,050

Scotia Community Services District

RAW WATER FUND - 20

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
EXPENDITURE DESCRIPTION		
Personnel Services		
20-300	Attorney	400
20-310	Auditor (Annual Audit)	240
20-320	Board Stipend	120
20-330	Bookkeeping/CPA Consult	100
20-335	IT Services	300
20-340	Engineering	600
20-350	Operations/Maintenance Staff (Salaries & Benefits)	7,480
TOTAL PERSONNEL SERVICES		9,240
Materials and Services		
20-400	Bond, Dues, Publications	500
20-410	General Supplies, Lab, Permitting & Monitoring	500
20-420	Utilities- water, sewer, Assess., communications	500
20-430	General Maint & Repair	1,000
20-440	Liability Insurance	5,000
20-450	Electrical	14,000
20-460	Contracted Maintenance Services	1,000
TOTAL MATERIALS AND SERVICES		22,500
Other Expenditures		
20-550	Transfer to Equipment Replacement Reserve Fund (25)	2,030
20-555	Debt Services for Board Office Building	368
20-560	Debt Services for Winema Theater Roof	
TOTAL OTHER EXPENDITURES		2,398
Capital Outlay		
20-650	Office Equipment/furnishings Start-up	500
TOTAL CAPITAL EXPENDITURES		500
TOTAL ALL EXPENDITURES		34,638

Scotia Community Services District

WASTEWATER FUND - 30

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
EXPENDITURE DESCRIPTION		
Personnel Services		
30-300	Attorney	8,000
30-310	Auditor (Annual Audit)	4,800
30-320	Board Stipend	2,400
30-330	Bookkeeping/CPA Consult	2,000
30-335	IT Services	6,000
30-340	Engineering	6,000
30-350	Operations/Maintenance Staff (Salaries & Benefits)	156,500
TOTAL PERSONNEL SERVICES		185,700
Materials and Services		
30-400	Bond, Dues, Publications	2,500
30-410	General Supplies, Lab, Permitting & Monitoring	55,000
30-420	Utilities- water, sewer, Assess., communications	4,800
30-430	General Maint & Repair	10,000
30-440	Liability Insurance	30,000
30-450	Electrical	25,000
30-460	Contracted Maintenance Services	7,500
TOTAL MATERIALS AND SERVICES		134,800
Other Expenditures		
30-550	Transfer to Equipment Replacement Reserve Fund (35)	33,620
30-555	Debt Services for Board Office Building	7,358
30-560	Debt Services for Winema Theater Roof	
TOTAL OTHER EXPENDITURES		40,978
Capital Outlay		
30-650	Office Equipment/furnishings Start-up	6,000
TOTAL CAPITAL EXPENDITURES		6,000
TOTAL ALL EXPENDITURES		367,478

Scotia Community Services District
STREETS & STREET LIGHTING - 40

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
EXPENDITURE DESCRIPTION		
Personnel Services		
40-300	Attorney	1,000
40-310	Auditor (Annual Audit)	600
40-320	Board Stipend	300
40-330	Bookkeeping/CPA Consult	50
40-335	IT Services	150
40-340	Engineering	-
40-350	Operations/Maintenance Staff (Salaries & Benefits)	19,100
TOTAL PERSONNEL SERVICES		21,200
Materials and Services		
40-400	Bond, Dues, Publications	200
40-410	General Supplies, Lab, Permitting & Monitoring	500
40-420	Utilities- water, sewer, Assess., communications	4,000
40-430	General Maint & Repair	6,000
40-440	Liability Insurance	5,000
40-450	Electrical	4,500
40-460	Contracted Maintenance Services	1,000
TOTAL MATERIALS AND SERVICES		21,200
Other Expenditures		
40-555	Debt Services for Board Office Building	184
40-560	Debt Services for Winema Theater Roof	
40-550	Transfer to Equipment Replacement Reserve Fund (45)	3,000
TOTAL OTHER EXPENDITURES		3,184
Capital Outlay		
40-650	Office Equipment/furnishings Start-up	3,000
TOTAL CAPITAL EXPENDITURES		3,000
TOTAL ALL EXPENDITURES		48,584

Scotia Community Services District

STORM SEWERS -50

Final Budget 2015-16 Recap	EXPENDITURE DESCRIPTION	PROPOSED BUDGET 2015-16
Personnel Services		
50-300	Attorney	1,000
50-310	Auditor (Annual Audit)	600
50-320	Board Stipend	300
50-330	Bookkeeping/CPA Consult	50
50-335	IT Services	\$150
50-340	Engineering	-
50-350	Operations/Maintenance Staff (Salaries & Benefits)	19,100
TOTAL PERSONNEL SERVICES		21,200
Materials and Services		
50-400	Bond, Dues, Publications	200
50-410	General Supplies, Lab, Permitting & Monitoring	2,000
50-420	Utilities- water, sewer, Assess., communications	2,500
50-430	General Maint & Repair	1,000
50-440	Liability Insurance	500
50-450	Electrical	-
50-460	Contracted Maintenance Services	-
TOTAL MATERIALS AND SERVICES		6,200
Other Expenditures		
50-550	Transfer to Equipment Replacement Reserve Fund (55)	3,750
50-555	Debt Services for Board Office Building	184
50-560	Debt Services for Winema Theater Roof	
TOTAL OTHER EXPENDITURES		3,934
Capital Outlay		
50-650	Office Equipment/furnishings Start-up	3,000
TOTAL CAPITAL EXPENDITURES		3,000
TOTAL ALL EXPENDITURES		34,334

Scotia Community Services District

PARKS & RECREATION - 60

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
EXPENDITURE DESCRIPTION		
Personnel Services		
60-300	Attorney	1,000
60-310	Auditor (Annual Audit)	600
60-320	Board Stipend	300
60-330	Bookkeeping/CPA Consult	500
60-335	IT Services	1,500
60-340	Engineering	-
60-350	Operations/Maintenance Staff (Salaries & Benefits)	61,900
TOTAL PERSONNEL SERVICES		65,800
Materials and Services		
60-400	Bond, Dues, Publications	100
60-410	General Supplies, Lab, Permitting & Monitoring	4,500
60-420	Utilities- water, sewer, Assess., communications	4,800
60-430	General Maint & Repair	5,000
60-440	Liability Insurance	1,000
60-450	Electrical	1,000
60-460	Contracted Maintenance Services	1,000
TOTAL MATERIALS AND SERVICES		17,400
Other Expenditures		
60-550	Transfer to Equipment Replacement Reserve Fund (65)	3,750
60-555	Debt Services for Board Office Building	1,840
60-560	Debt Services for Winema Theater Roof	7,358
TOTAL OTHER EXPENDITURES		12,948
Capital Outlay		
60-650	Office Equipment/furnishings Start-up	1,000
TOTAL CAPITAL EXPENDITURES		1,000
TOTAL ALL EXPENDITURES		97,148

Scotia Community Services District

FIRE DEPARTMENT - 70

Final Budget 2015-16 Recap		PROPOSED BUDGET 2015-16
EXPENDITURE DESCRIPTION		
Personnel Services		
70-300	Attorney	1,000
70-310	Auditor (Annual Audit)	600
70-320	Board Stipend	300
70-330	Bookkeeping/CPA Consult	400
70-335	IT Services	1,200
70-340	Engineering	-
70-350	Operations/Maintenance Staff (Salaries & Benefits)	98,800
TOTAL PERSONNEL SERVICES		102,300
Materials and Services		
70-400	Bond, Dues, Publications	2,000
70-410	General Supplies, Lab, Permitting & Monitoring	6,200
70-420	Utilities- water, sewer, Assess., communications	1,200
70-430	General Maint & Repair	7,000
70-440	Liability Insurance	5,000
70-450	Electrical	5,000
70-460	Contracted Maintenance Services	500
TOTAL MATERIALS AND SERVICES		26,900
Other Expenditures		
70-550	Transfer to Equipment Replacement Reserve Fund (75)	64,100
70-555	Debt Services for Board Office Building	1,472
70-560	Debt Services for Winema Theater Roof	
TOTAL OTHER EXPENDITURES		65,572
Capital Outlay		
70-650	Office Equipment/furnishings Start-up	766,000
TOTAL CAPITAL EXPENDITURES		766,000
TOTAL ALL EXPENDITURES		960,772

Scotia Community Services District

Staff Report

DATE: August 20, 2015

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, Interim District Manager

SUBJECT: SCSD Injury and Illness Prevention Program

RECOMMENDATION:

The Administrative staff recommends that the Board receive a staff report on the SCSD Injury and Illness Prevention Program ("IIPP").

ACTION:

Adopt the SCSD IIPP, by Resolution

DISCUSSION:

The State of California, Occupational Safety and Health Administration (CAL/OSHA), requires all employers to have an effective written IIPP. The requirements for establishing, implementing and maintaining an effective written IIPP are contained in Title 8 of the California Code of Regulations, Section 3203.

The SCSD IIPP was developed utilizing information obtained from other agencies and organizations IIPPs. The SCSD Working Group has assisted the administrative staff in developing and editing the IIPP. The IIPP establishes the best practices for training and injury/illness prevention for all SCSD employees.

The SCSD General Manager has the authority and responsibility for implementing the IIPP as the program administrator. This includes training all SCSD employees, updating the IIPP as required and an annual review of the IIPP to determine compliance with all CAL/OSHA requirements.

FISCAL IMPACT:

None

RESOLUTION NO. 2015-8

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SCOTIA COMMUNITY SERVICES DISTRICT
TO ADOPT THE SCOTIA COMMUNITY SERVICES DISTRICT FINAL
INJURY ILLNESS AND PREVENTION PROGRAM**

WHEREAS, the Scotia Community Services District (“Scotia CSD”) is organized and operates pursuant to the California Government Code Section 61000, *et seq.*; and

WHEREAS, California Government Code Section 61045(g) requires the Board to adopt administrative policies for the operation of the Scotia Community Services District; and

WHEREAS, to ensure the health and safety of the employees of the Scotia CSD, it is necessary to adopt an injury illness and prevention program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Service District as follows:

Section 1: The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: The Injury Illness and Prevention Program of the Scotia Community Services District dated August 20, 2015, attached hereto as Exhibit “A” and by this reference made a part hereof, is hereby adopted as the official injury illness and prevention program of this District.

This resolution shall be effective upon its adoption.

Dated: _____, 20__

APPROVED:

Rick Walsh, Board President, Scotia CSD

ATTEST:

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2015-8, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the _____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD



INJURY AND ILLNESS PREVENTION PROGRAM

FOR THE

SCOTIA COMMUNITY SERVICES DISTRICT

AUGUST 20, 2015

**SCOTIA COMMUNITY SERVICES DISTRICT
INJURY & ILLNESS PREVENTION PROGRAM**

TABLE OF CONTENTS

1.0	Purpose	3
2.0	Scope	4
3.0	Definitions	4
4.0	Responsibilities	5
5.0	Compliance	7
6.0	Communication	7
7.0	Hazard Assessment	8
8.0	Accident/Exposure Investigation	11
9.0	Hazard Correction	12
10.0	Training and Instruction	12

APPENDICES

Appendix A	Safety Inspection Procedure	15
Appendix B	Job Hazard Analysis Procedure	17
Appendix C	General Safe Work Practices	19
Appendix D	Procedure for Conducting Injury and Illness Investigations and Preparing Reports	25
Appendix E	Guide for Employee Safety Training Requirements	27

FORMS

Form 1	Safety Inspection Checklist	28
Form 2	SCSD Job Hazard Analysis Form	31
Form 2-A	Job Hazard Analysis Form - Example	32
Form 3	Supervisor Report of Injury/Illness Investigation – Acute Injury	34
Form 4	Training Sign-in Sheet	37
Form 5	Hazard Assessment Checklist	38

1.0 PURPOSE

- A. The Injury and Illness Prevention Program (“IIPP”) is one of the eight part safety program for the State of California. Every California employer is required and must establish, implement and maintain a written IIPP, and a copy must be maintained at the main office and each department office for the Scotia Community Services District (“SCSD” or “District”). The requirements for establishing, implementing and maintaining an effective written IIPP are contained in Title 8 of the California Code of Regulations, Section 3203.
- B. There are a variety of different exposures to the employees at the SCSD, and these exposures present safety and health risks, which require proper training and following the safety rules to prevent injuries from occurring. This IIPP established the best practices for training and injury prevention at SCSD.

1. Safety Program Goals:

- a. The safety program of SCSD is intended to:
 - (1) Reduce the potential for human suffering as a result of an occupational accident or disease in the workplace.
 - (2) Eliminate or control conditions that pose a threat to employee safety.
 - (3) Control unsafe acts by employees through education and supervision.
 - (4) Seek and appreciate employees’ communication of safety improvements in the workplace environment, processes, machinery and procedures.
 - (5) Investigate all workplace accidents and provide corrective actions if possible.
 - (6) Return the employee to work as soon as possible after an occupational injury or disease.
 - (7) Reinforce management support for ongoing safety activities.
 - (8) Audit and revise safety program to meet changing circumstances, processes and machinery.
 - (9) Meet the laws and regulations pertaining to employee safety.

2. Responsibilities

a. General Manager

- (1) Ensure managers and supervisors have all the financial, educational and administrative assets necessary to implement an effective District safety program.
- (2) Provide the authority and ensure accountability to managers or supervisors for District safety activities.
- (3) Ensure all laws and regulations followed as required by authorities having jurisdiction.

b. Managers/Supervisors

- (1) Ensure employees are aware of their job duties, safe work procedures and hazard recognition and mitigation.
- (2) Ensure employees are following safe work procedures.
- (3) Investigate and report all accidents to appropriate personnel.
- (4) Maintain good communication with employees by encouraging safety improvement suggestions and safety committee participation.
- (5) Communicate to management resources needed to improve workplace conditions.

c. All Employees

- (1) Follow safe work procedures including maintaining good housekeeping and use of required personal protective equipment (“PPE”).
- (2) Report all unsafe action or conditions witnessed at the workplace.
- (3) Report all accidents immediately to manager or supervisor.
- (4) Participate in safety programs and committees as requested.

2.0 **SCOPE**

- A. The requirements of the IIPP apply to all SCSD employees.

3.0 **DEFINITIONS**

- A. **IIPP Administrator:** the General Manager acts as the IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP for the SCSD. A copy of this IIPP is available at the District Office, and from the General Manager.
- B. **Hazards:** conditions or activities that have the potential to produce adverse or harmful consequences such as injury or illness. Hazards include, but are not limited to: electricity, chemicals, and working in an elevated area.
- C. **Unsafe conditions or unsafe acts:** conditions or acts that have the potential to produce adverse or harmful consequences such as injury or illness. Unsafe conditions must be reported.
- D. **Immediately Dangerous to Life and Health (“IDLH”):** conditions are any situation where a person is exposed to a hazard that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual’s ability to escape from the hazardous situation and must be reported.

- E. **Imminent hazard:** a situation where immediate action must be taken to ensure that people are not exposed to a hazard capable of causing death, major injuries or irreversible adverse health effects.
- F. **Safety Officer:** The Safety Officer shall be the General Manager or specified designee, and has the authority and responsibility for implementing and maintaining this IIPP for the SCSD.

4.0 RESPONSIBILITIES

- A. For the purpose of the IIPP, the General Manager has the authority and responsibility for implementing the IIPP, as the program administrator. All managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering any employee questions about the IIPP.
- B. **GENERAL MANAGER** has the following responsibilities:
 - 1. Ensuring the IIPP is in place,
 - 2. Communicating any regulation changes to affected managers and supervisors,
 - 3. Conducting an annual review of the IIPP,
 - 4. Maintaining the Training Program, and
 - 5. When requested, providing assistance to the managers and supervisors in implementing the IIPP.
- C. **SAFETY OFFICER** has the following responsibilities:
 - 1. Understanding the applicability of the IIPP to the employees in their workplace,
 - 2. Establishing a system for hazard identification, reporting and control within their facility,
 - 3. Establishing a system for ensuring that all employees complete **all** safety training on schedule with required documentation,
 - 4. Establishing a system to ensure that employees are trained to be aware of all of the hazards associated with their work and in the areas where they work,
 - 5. Establishing and implementing safe work practices,
 - 6. Establishing a system for the investigation and reporting of any work related injury and illness, including corrective actions taken to minimize the possibility of future injuries or illnesses from the same cause,
 - 7. Establishing a system for evaluation of new potential hazards from the introduction of new materials, equipment, processes or other activities into the workplace,
 - 8. Establishing a system for ensuring that employees follow the requirements of the IIPP, applicable safe work practices, reporting unsafe acts or conditions and all other safety requirements. The system is to include rewards who demonstrate safe work practices and disciplinary actions to employees who fail to comply with safe and healthful work practices, and

9. Establishing a system for communicating safety information to the employees at each facility location or District department.

D. SUPERVISORS have the following responsibilities:

1. Understanding the applicability of the IIPP to the employees that they supervise,
2. Establishing a system for conducting periodic inspections of the area and activities that they supervise for the purpose of identifying hazards, unsafe conditions and/or unsafe acts,
3. Using techniques such as job hazard analyses to identify and evaluate hazards and develop methods for reducing the potential for injuries and/or illnesses from the hazards,
4. Ensuring that all employees under their supervision complete safety training on schedule and ensuring that the training is documented, with sign-in sheets or another form of documentation,
5. Ensuring that all employees under their supervision are trained in hazard recognition, safe work practices and use of PPE, if applicable, before they begin work in an area where hazards are present,
6. Requiring that all employees under their supervision are aware of the requirement that **all** work related injuries or illnesses must be reported to the manager/supervisor,
7. Conducting investigations of all work related injuries and illnesses in their workplace, developing and implementing corrective actions, creating and maintaining documentation, and contacting General Manager if necessary,
8. Evaluating all new materials, processes, equipment and activities introduced into their workplace for potential new hazards and providing safety training to their employees **prior** to allowing employees to work with any source of a new hazard,
9. Conducting on-going observations of employee behavior to identify exemplary safe work practices and unsafe work practices,
10. Providing rewards for outstanding safe work practices and disciplinary action for unsafe work practices, and
11. Communicating safety information to the employees they supervise through periodic safety meetings.

E. EMPLOYEES have the following responsibilities:

1. Being aware of and complying with the all of the established safe work practices for their work area and job duties,
2. Immediately reporting any imminent hazards, unsafe conditions or unsafe actions to their supervisor,
3. Reporting to their supervisor any changes to materials, equipment, processes or activities, that might introduce potential new hazards into their work environment,

4. Prior to engaging in any work related activity where they are unsure of the safety requirements, contacting their supervisor for training in safe work practices for the activity,
5. Maintaining their work areas in a clean, neat and orderly condition which is conducive to their own health and safety and the health and safety of their co-employees,
6. Completing their training at a frequency established by the manager/supervisor until all courses are completed, and
7. Reporting any new workplace hazards to their supervisor as soon as they become aware of the new hazard.

5.0 COMPLIANCE

- A. Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.
- B. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.
- C. The system of ensuring that all employees comply with the rules and maintain a safe work environment includes:
 1. Informing employees of the provisions of the IIPP;
 2. Evaluating the safety performance of all employees;
 3. Recognizing employees who perform safe and healthful work practices;
 4. Providing training to employees whose safety performance is deficient;
 5. Disciplining employees for failure to comply with safe and healthful work practices, or who violate safety rules and safe work practices or who create unsafe conditions or commit unsafe acts are subject to disciplinary action up to and including termination.

6.0 COMMUNICATION

Communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The system of communication consists of one or more of the following items:

1. New employee orientation including a discussion of safety and health policies and procedures.
2. Review of the IIPP.
3. Workplace safety and health training programs.
4. Regularly scheduled safety meetings.
5. Effective communication of safety and health concerns between employees and supervisors, including translation where appropriate.
6. Posted or distributed safety information.

7. A drop box for employees to anonymously inform management about workplace hazards.

7.0 HAZARD ASSESSMENT

A. Periodic Inspections

1. Periodic inspections to identify and evaluate workplace hazards shall be performed by the Safety Officer.
2. Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist (Form 5) and any other effective methods to identify and evaluate workplace hazards (Hazard identification, Hazard evaluation, Responding to imminent or IDLH hazards, Control and mitigation of non-IDLH/imminent hazards).
3. Periodic inspections are performed by the Safety Officer:
 - a. Monthly;
 - b. When initially establishing the IIPP;
 - c. When new substances, processes, procedures or equipment which present potential new hazards are introduced into the workplace;
 - d. When new, previously unidentified hazards are recognized;
 - e. When occupational injuries and illnesses occur;
 - f. When we hire and/or reassign permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted;
 - g. Whenever workplace conditions warrant an inspection.

B. Hazard Identification

1. Safety Inspections
 - a. The Safety Officer is to establish a safety inspection program within their facility.
 - b. Safety inspections are to follow the Safety Inspection Procedure (Appendix A). Every safety inspection is to be documented by completing the appropriate Safety Inspection Checklist (Form 1) for the type of operation being inspected. A copy of the completed checklist is to be sent to the Safety Officer.
 - c. Safety inspections are to be conducted quarterly.
 - d. Each facility or department conducting safety inspections is to review the results during the next safety meeting.
2. Employee Reports
 - a. Any employee observing an imminent hazard is to immediately inform employees in the area about the hazard, and advise them to move to safe area and then inform the Safety Officer of where the hazard was observed.

- b. Any employee observing unsafe conditions or unsafe acts is to immediately report the observation to the Safety Officer.

C. Hazard Evaluations

1. Determination if the hazard is Immediately Dangerous to Life and Health IDLH or imminent
 - a. The hazard evaluation process determines if the hazard is an IDLH environment or is an imminent hazard. Both of these situations require **immediate** action.
 - (1) When an employee encounters a situation that could be an IDLH situation, the employee is to take no actions that could expose them to the hazard and follow the procedures in Section D1 and D2
 - (2) When an employee encounters a situation where a hazard appears to be imminent, the employee is to take no actions that could cause any person, including themselves, to be exposed to the hazard and follow the procedures in Section D1 and D3
2. Hazards that are **not** IDLH or Imminent Hazards
 - a. Evaluation of a hazard is based on:
 - (1) The potential for the hazard to cause an injury or illness
 - (2) The potential severity of the injury or illness that could be caused by the hazard
 - b. Simple evaluation
 - (1) A visual inspection of the area, combined with knowledge of the activities that should occur in the area.
 - (2) The results of the evaluation must be documented and placed in the department safety file.
 - c. Formal evaluation
 - (1) A Job Hazard Analysis is required for evaluating material handling hazards. The Job Hazard Analysis Procedure is in Appendix B.
 - (a) Frequency for Conducting Job Hazard Analyses:
 - i. When new substances, processes, procedures or equipment are introduced into the area that represent a potential health or safety hazard;
 - ii. When requested by an employee at any facility;
 - iii. When the presence of a new or previously unrecognized potential hazard is identified.
 - iv. For every job where there is a potential exposure to a hazard.
 - (b) Prioritizing a Job Hazard Analysis. Priority must be given to the following jobs:

- i. Jobs with frequent accidents.
- ii. Jobs that have serious injury or harm, regardless of the frequency.
- iii. Jobs that have the potential for causing serious injury or harm.
- iv. Jobs that have changed procedure, equipment, or materials, and jobs whose operation may have been affected by new regulations or standards.

(c) Job Hazard Analysis Requirements:

- i. A Job Hazard Analysis must be completed once per month for each facility by Safety Officer until all jobs in a specific location have been analyzed. Job hazard analyses are not required for the office environment. An ergonomic assessment should be conducted on office jobs where repetitive tasks are performed for more than four hours per day.

(d) Job Hazard Analysis Training:

- i. Appendix B is a reference guide for conducting a Job Hazard Analysis.
- ii. The Safety Officer is responsible to ensure that Job Hazard Analysis training is provided to the appropriate employees.

D. Responding to imminent or IDLH hazards

1. Preventing injuries and/or illness from an IDLH or imminent hazard requires immediate action. If the hazard cannot be immediately abated without endangering people, then all people are to be moved to a safe area. Personnel remaining in the area to correct the hazardous situation must be provided with the necessary safeguards, including but not limited to PPE, the buddy system and supervision by a person knowledgeable of the hazards and proper control measures.
2. Any employee who becomes aware of a possible IDLH situation is to:
 - a. Tell the persons exposed to the IDLH environment to immediately move to a safe area, provided that this can be done without endangering themselves,
 - b. Contact the Safety Officer immediately to report the condition as an emergency.
 - c. Prevent people from entering the area.
3. Any employee who becomes aware of a potentially imminent hazard is to:
 - a. Inform persons in the area of the hazard.
 - b. Contact the Safety Officer to immediately report the imminent hazard as an emergency.
 - c. Prevent people from entering the area.

E. Control and mitigation of Non-IDLH/Imminent Hazards

1. Control and mitigation of multiple hazards

- a. Determine the severity of each hazard (potential for an injury and severity of the injury)
 - b. Mitigation measures for hazards are based on the potential severity of the hazard.
2. It is the responsibility of the Safety Officer to evaluate hazard control measures, assess the effectiveness of the implementation and determine if they are adequate.
3. Hazard control measures are to be selected to provide the maximum practical protection for the specific hazard and work activities. Possible control measures are listed below:
 - a. Changes to processes
 - b. Changes to equipment
 - c. Changes to materials
 - d. New or revised work practices, procedures, instructions
 - e. Use of engineering controls
 - f. Use of PPE
 - g. Implementing the safe work practices in Appendix C
 - h. Training
4. Employees should contact the Safety Officer if they need assistance in selection of measures for controlling workplace hazards

8.0 ACCIDENT / EXPOSURE INVESTIGATION

- A. Reporting occupational injuries or illnesses
 1. **All** occupational injuries and illnesses must be immediately reported to and documented by the Safety Officer.
 2. **All** employees must be trained to report all occupational injuries and illnesses to the Safety Officer.
- B. Investigating and documenting occupational injuries and illnesses
 1. The Safety Officer must conduct an investigation of all occupational injuries and illnesses and complete a report by following the procedure in Appendix D – Procedure for Conducting Injury and Illness Investigations and Preparing Reports. For **All** serious accidents, the General Manager must be contacted.
 2. Procedures for investigating workplace accidents and hazardous substance exposures include:
 - a. Visiting the accident scene as soon as possible;
 - b. Interviewing injured employees and witnesses;
 - c. Examining the workplace for factors associated with the accident/exposure;
 - d. Determining the cause of the accident/exposure;

- e. Taking corrective action to prevent the accident/exposure from reoccurring; and
- f. Recording the findings and corrective actions taken.

9.0 HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- 1. When observed or discovered;
- 2. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, remove all exposed employees from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided with the necessary protection; and
- 3. All such actions taken and dates they are completed shall be documented on the appropriate forms.

10.0 TRAINING and INSTRUCTION

A. General Training Requirements

- 1. All new employees receive basic safety training as part of the new employee orientation process. The following topics are discussed by the Safety Officer and documented in the **New Employee Checklist**.
- 2. All employees, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:
 - a. Hazard Communication Program
 - b. IIPP
 - c. Fire Safety/Emergency Evacuation
 - d. The following Health and Safety programs as applicable:
 - (1) Ergonomics Program
 - (2) Forklift Safety/Training
 - (3) Hazard Communication
 - (4) Blood borne Pathogens Exposure Control Plan
 - (5) PPE
 - (6) Back Safety
 - (7) Lock Out/Block Out/Tag Out Training
 - (8) cardiopulmonary resuscitation (“CPR”)/First Aid Training
 - (9) Power Equipment Fueling and Battery Charging Training

- e. Current Policies and Procedures:
 - (1) Safety Requirements
 - (2) Reporting Occupational Injuries and Illnesses
 - (3) Accident Reporting
 - f. In addition to the topics listed above, each facility or department may have other safety related training for all new employees.
 - (1) Information about chemical hazards to which employees could be exposed and other hazard communication program information.
 - (2) Availability of toilet, hand-washing and drinking water facilities.
 - (3) Provisions for medical services and first aid including emergency procedures.
3. Responsibilities
- a. The Safety Officer is responsible for the following:
 - (1) The proper training is given to employees using the guide in Appendix E - Guide for Employee Safety Training Requirements;
 - (2) Training is provided on all the safe work practices that have been developed for the facility;
 - (3) Training is given to all new employees, including temporary employees;
 - (4) Training is given to all employees given new job assignments for which training has not been previously received;
 - (5) To ensure training is conducted whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
 - (6) To ensure training is conducted whenever the Safety Officer is made aware of a new or previously unrecognized hazard; and
 - (7) To ensure all employees complete the annual training requirements with proper documentation/recordkeeping.
 - b. Employees are responsible for:
 - (1) Contacting the Safety Officer if a change in their job responsibilities or location creates the potential for an exposure to a hazard where they have not had training.
 - (2) Contacting the Safety Officer if they do not understand any part of the safety training.

B. Training

- 1. Classroom training demonstrations, hands-on training or other forms of training may be required for various job functions. It is the responsibility of the Safety Officer to be aware of these requirements and to ensure that employees in their facility receive this additional non-computer based training.

2. Specific locations-training is done at each site facility.
 - a. The Administrative Staff notifies the Safety Officer each time a new employee is hired at the SCSD.
 - b. When a current employee is transferred to a different site location where the safety training requirements could be different than for the previous job, the Safety Officer will review the new training requirements, including Fire Safety/Emergency Evacuation.

3. Responsibilities

- a. Safety Officer

- (1) It is the responsibility of each Safety Officer to complete the health and safety training for each employee in order to establish the health and safety training required.
 - (2) Failure to ensure that the programs are completed could result in disciplinary action.

- b. Employees

- (1) It is the responsibility of every employee to complete their assigned training when the classes are offered on specific dates. If training is not completed during this timeframe, an employee could be subject to disciplinary action.
 - (2) Employees are responsible for immediately reporting any problems, as to why any classes were not completed as assigned.

- C. Other Health and Safety Training

1. Training required by the insurance provider.
 2. Other training as required.

APPENDIX A – SAFETY INSPECTION PROCEDURE

PURPOSE

The purpose of this procedure is to define the scope, frequency and responsibilities for conducting periodic safety inspections.

The specific purposes of the safety inspections are to:

1. Determine if there are unsafe conditions or work practices,
2. Identify and evaluate hazards in the work place,
3. Determine compliance levels in an operation and
4. Ensure site compliance with applicable regulations.

SCOPE

This procedure applies to all of the operations conducted at the SCSD.

RESPONSIBILITIES

Supervisors are responsible for:

1. Either conducting periodic safety inspections or assigning the responsibility to an employee or group of employees within the facility,
2. Ensuring that safety issues identified during the inspections are resolved,
3. Periodically reviewing safety inspection checklists to ensure that inspections are conducted on schedule and that deficiencies are corrected in a timely manner.

SAFETY INSPECTION PROGRAM

- A. Each facility or department is required to perform Monthly inspections and use the inspection checklist attached. The checklist is provided as Form 1 to this procedure:
 1. Form 1 – Safety Inspection Checklist
- B. In addition to the periodic safety inspections, a safety inspection is to be conducted when:
 1. New substances, processes, procedures, or equipment are introduced into the department that represents a new occupational health or safety hazard.
 2. The Supervisor is made aware of a new or previously unrecognized hazard.
- C. Employees designated by the Supervisor shall conduct unannounced inspections for all department areas that contain potential hazards to employees.
 1. All employees shall receive training by a qualified and competent person on the inspection process, or be trained by a currently qualified inspector at the facility.

2. Employees are to evaluate all applicable areas on the appropriate checklist and identify corrective actions. Corrective actions are to be assigned to a designated employee with a completion date.
 3. Completed safety inspection checklists, without verification of completion of corrective actions, are to be submitted to the Supervisor, the Safety Officer and any individual outside of the facility who has been assigned action or assistance items.
- D. Follow-up inspections are to be conducted by the completion date for the corrective actions to verify that corrective actions have been completed.
1. The supervisor is to close completed corrective actions by signing and dating the appropriate form (Corrective Action Detail, Assignment and Completion Sheet) on the line - Corrective Action Completed.
 2. Corrective actions not completed by the agreed to completion date and observed to not be complete at the time of the follow up inspection are to be investigated and a report drafted and submitted to the Supervisor for immediate action.
 3. Copies of the signed and dated Corrective Action Detail, Assignment and Completion Sheets are to be submitted to the Supervisor upon completion of all corrective actions from an inspection. A copy is also to be placed in the facility files.
 4. Copies of completed quarterly or annual assessment forms are to be retained in department files for a minimum of three (3) years.
- E. If during an inspection, an employee discovers either an IDLH situation or an imminent hazard during an inspection, which cannot be immediately abated without endangering employees, the employee will stop the inspection and have **all exposed** personnel removed from the area. The employee is to use sound judgment to determine if employees not exposed to the hazard should move from the area. Personnel remaining in the area to correct the hazardous situation must be provided with the necessary safeguards, including but not limited to PPE, the buddy system and supervision by a person knowledgeable of the hazards and proper control measures.
- F. Results and findings from quarterly or annual inspections shall be communicated to all relevant employees.

APPENDIX B - JOB HAZARD ANALYSIS PROCEDURE

PURPOSE

The purpose of this procedure is to provide instructions for performing a job hazard analysis.

SCOPE

This procedure applies to all non-office operations where workplace hazards exist.

RESPONSIBILITIES

Supervisors are responsible for:

1. Assigning the employees to conduct Job Hazard Analyses ("JHA"),
2. Ensuring that job hazard analyses are conducted in a timely manner, and
3. Ensuring that changes recommended to increase safety are implemented.

CONDUCTING JOB HAZARD ANALYSES

A. A JHA is a method of studying a job in order to:

1. Identify the hazards or potential injuries associated with each step of the job, and
2. Develop solutions that will eliminate or control such hazards.

B. A Job Hazard Analysis is a three stage process:

1. List the basic steps necessary to perform the job from start to finish,
2. Identify every existing or potential hazard associated with each job step, and
3. Develop ways to eliminate the hazards and thus prevent the potential accidents.

C. Recommending corrective measures

1. Recommendations should be developed at the job site whenever possible. It is always best to work through possible solutions at the job site. This allows the employee to check the feasibility of changes as they are proposed, in order to avoid making recommendations that won't work or that may interfere with other jobs.
2. Recommendations should be developed in sequence, beginning with the first hazard. The employee should begin with the first job step and work their way down the list until recommendations have been made for each of the hazards listed in the second column of the form. Dealing with the hazards in sequence allows the team to study what effects their recommendations might have on subsequent steps.
3. Recommendations must be specific. A general statement such as "Wear PPE" is much too vague. The employee needs to make certain that each recommendation adequately explains what corrective measure is supposed to be carried out. For example, "Wear heavy butyl rubber gloves, and safety glasses with side shields," is a more effective recommendation.

4. As many solutions as possible should be listed.
 - a. It is essential that all of the precautions or corrective measure be listed-even those that may already be in place. Since JHAs often serve as the basis for developing standard operating procedures, or are used to deliver training, all of the precautions necessary to perform the job safety need to be included.

The most effective recommendations are those that eliminate hazards altogether. May times, however, that is not immediately possible and temporary measures must be recommended until a more permanent solution can be implemented. For example, it may be necessary to recommend the temporary use of respirators until an adequate ventilation system can be installed.

In most cases, effective recommendations for corrective measures can be developed by considering the same four factors used to identify hazards:

- (1) The **physical actions** necessary to perform the job,
 - (2) The **materials** used,
 - (3) The **equipment** used, and
 - (4) The **conditions** under which the job is performed.
- b. If the physical actions associated with a particular job step pose risks to the employee, it may be possible to eliminate the risks by modifying, rearranging, or combining actions.
 - c. If materials associated with a job present hazards, it may be possible to substitute a less hazardous material. If substitution is not possible, it may be necessary to recommend ways to control the employee's exposure to that material by suggesting the use of PPE or the installation of protective devices such as splash guards or shields.
 - d. When equipment hazards exist, recommendations for corrective measures can include the installation of machine guards, automatic safeguard devices, or perhaps even the replacement of a particular piece of equipment. Once again, recommending the use of PPE should also be considered.
 - e. The recommended corrective measures for changing work area conditions could include such things as: improved housekeeping procedures; installation of additional lighting, ventilation, or noise reduction systems; the use of PPE; or the relocation or redesign of the work area.

APPENDIX C – GENERAL SAFE WORK PRACTICES

PURPOSE

The purpose of this procedure is to define general safe work practices for operations at each facility or department location.

SCOPE

This procedure applies to all employees, contractors or other persons engaged in the activities described in the procedure.

RESPONSIBILITIES

DEPARTMENT MANAGERS/SUPERVISORS are responsible for:

1. Ensuring that all employees at their facility are aware of the required safe work practices.
2. Establishing a system to ensure that all employees at their facility follow the applicable safe work practices.
3. To ensure safe work practices are reviewed or updated.

SAFE WORK PRACTICES

Specific safe work practices are attached for the following areas: District Office, Water Storage and Distribution Systems, Wastewater Collection Treatment and Disposal Systems, Storm Drainage, Parks and Recreation, Fire Services, Theatre and Museum, Maintenance Shops, Roadways, Landscaping, and Street Lighting.

GENERAL SAFE WORK PRACTICES FOR DISTRICT OFFICES

A. Floors

1. Ensure there are no loose materials, debris, or worn carpeting
2. Ensure the floors are not slippery, oily or wet

B. Stairways and Aisles

1. Keep them clear and unblocked
2. Ensure stairways are well lit
3. Ensure handrails and handholds are in place
4. Ensure the aisles are marked and visible
5. Ensure the step risers and treads are not damaged

C. Equipment

1. Make sure guards, screens, and sound-dampening devices are in place and effective

2. Ensure the furniture is safe, including proper ergonomics
3. Ensure ladders are safe and well maintained
4. Ensure proper vehicle safety training is provided to all employees

D. Emergency Equipment

1. Ensure all fire control equipment is regularly tested and certified
2. Ensure fire control equipment is appropriate for the type of fire it must control
3. Ensure emergency lighting is in place and regularly tested
4. Ensure annual Fire Extinguisher Training is properly conducted with all employees.

E. Building

1. Check structures to ensure safety

F. Air Handling System

1. Ensure the system is free of sources of contamination (asbestos, microorganisms, dust, fumes)
2. Ensure humidity is within the standard range

G. Hazardous Materials

1. Ensure Hazardous Materials are properly labeled, and have a corresponding material Safety Data Sheet (“SDS”) for each product.

H. Security

1. Ensure entry and exit procedures provide employees personal security at night
2. Ensure emergency (evacuation, fire, bomb threat, hostile person) procedures are properly in place

I. Material Storage

1. Ensure materials are neatly and safely stored
2. Ensure there are stepladders to get to materials on higher shelves
3. Ensure that storage shelves are not overloaded
4. Ensure large and heavy objects are stored on lower shelves
5. Make sure passageways and work areas are clear of obstructions

GENERAL SAFE WORK PRACTICES FOR WATER STORAGE AND DISTRIBUTION SYSTEMS

- Ensure employees at water storage and distribution have proper footwear to prevent falls, slips, and trips on the different level of floors made wet and slippery during the handling of water
- Ensure ladders are inspected and not defective to prevent falls from heights while climbing and working on an elevated industrial installations

- Ensure employees inspecting the inside of an industrial installation and/or into water well have proper fall protection, and confined space entry
- Ensure employees are aware of the hazards of Hypochlorite and Aluminum Sulfate to prevent them inadvertently mixing to form chlorine gas
- Ensure employees have proper hearing protection where there is exposure to high levels of noise
- Ensure employees have proper PPE.
- Ensure no exposure to Chlorine (gas): a very strong oxidizer and disinfectant. It is a toxic and corrosive gas that causes irritation of the eyes and the respiratory tract even at low concentrations
- Ensure proper procedures to prevent direct contact with Sodium Hypochlorite: it is used as a solution. The substance is toxic and corrosive, in particular of the respiratory tract
- Ensure proper procedures to prevent direct contact to Calcium Hypochlorite: the substance is corrosive and very destructive of mucous tissues; may cause chemical pneumonia and lung edema
- Ensure proper traffic controls as needed to provide safety to employees when working in the yard areas or street locations, and with underground trenches with required orange safety cones, barricades, signs, flashers, flashing yellow arrows, and flag-persons directing traffic
- Ensure proper safety measures if a trench is to be excavated in accordance with Cal-OSHA requirements, to evaluate type of soil with appropriate safety devices to prevent cave-in on employees, and if excavation is in a street location, then proper traffic controls need to be in place for employee safety
- Ensure proper traffic controls as needed to provide safety to storm drain employees when working in street locations and in trenches.

GENERAL SAFE WORK PRACTICES FOR WASTEWATER COLLECTION TREATMENT AND DISPOSAL SYSTEMS

- Ensure employees working at sewage and wastewater plants, during construction and maintenance may have exposure to drowning, trench collapses, falls, confined spaces, and chlorine or hydrogen sulfide gas, and proper safeguards need to be in place
- Ensure employees at sewage and wastewater are properly trained with PPE to exposures of bacteria, fungi, parasites, and viruses that can cause intestinal, lung, and other infections
- Ensure proper training to employees at sewage and wastewater facilities, regarding treatment, transport, or application of sewage sludge.
- Ensure employees at sewage and wastewater facilities are properly trained in the prevention of direct contact with biological hazards.
- Ensure employees at sewage and wastewater facilities are properly trained and protected from harmful bacteria in sewage or wastewater.

- Ensure proper safety protection by wearing waterproof gloves when you handle wastewater, sludge, or grit.
- Ensure proper safety by learning and using safe lifting and moving techniques for heavy or awkward loads.
- Ensure proper safety training for employees using specific equipment.
- Ensure proper traffic controls as needed to provide safety to storm drain employees when working in street locations and in trenches.

GENERAL SAFE WORK PRACTICES FOR STORM DRAINAGE

- Ensure proper safety training for employees in storm drainage repair and construction using specific equipment.
- Ensure proper training for Underground Service Alert (“USA”).
- Ensure proper training for confined space entry.
- Ensure safety for employees scheduled to work in trenches in accordance with Cal-OSHA requirements.
- Ensure proper lifting and handling techniques when loading and unloading storm drains.
- Ensure proper traffic controls as needed to provide safety to storm drain employees when working in street locations and in trenches.
- Ensure proper safety measures for trench excavation in accordance with Cal-OSHA requirements.

GENERAL SAFE WORK PRACTICES FOR PARKS AND RECREATION

- Ensure proper training with equipment used in the Parks and Recreation maintenance areas.
- Ensure proper training in noise protection, PPE, respiratory protection, hazardous materials, and chemical waste.
- Ensure proper training with equipment used in the Parks and Recreation facilities.
- Ensure proper training with employees of the dangers of falling branches from trees.
- Ensure proper training with employees repairing and maintaining of underground water lines.
- Ensure proper training with traffic controls as needed to provide safety to the park and recreation employees when working in or to adjacent street locations.

GENERAL SAFE WORK PRACTICE FOR THEATRE AND MUSEUM OPERATIONS

- Ensure proper training on emergency response procedures with all employees so they know exactly what to do in the event of a building fire, earthquake, and disruptive person(s).
- Check each exit door of the theatre and museum when in operation, to ensure they open properly and are not blocked or locked in any manner.

- Ensure proper training of employees regarding emergency evacuation.

GENERAL SAFE WORK PRACTICES FOR MAINTENANCE SHOPS

- Ensure proper training so that employees know the hazards associated with their work.
- Ensure proper training to ensure employees always wear appropriate safety gear and protective clothing.
- Ensure proper training so that employees wear gloves required.
- Ensure proper training to ensure that there is adequate ventilation to prevent exposure from harmful fumes.
- Ensure proper training to maintain good housekeeping standards.
- Ensure proper training by making sure all tools and equipment are properly grounded and that cords are in good condition.
- Ensure proper training by securing all pressure cylinders and tanks.
- Ensure proper training for all cutting and welding equipment.
- Ensure proper training by wearing safety glasses.
- Ensure proper training by not using iron or steel hand tools that may cause sparks around flammable substances.
- Ensure proper training for lockout/tagout.

GENERAL SAFE WORK PRACTICES FOR ROADS, STREETS, AND STREETLIGHTING

A. Roadway Employee Safety

1. Ensure proper training for roadway traffic control per the Manual on Uniform Traffic Control Devices.
2. Ensure vehicles used by roadway employees are equipped with back-up alarms.
3. Ensure proper safety as each employee should have a designated back-up person or spotter to signal when it is safe for operators to back equipment into work areas.
4. Ensure proper safety by provide training for employees on recognizing where blind spots exist for different types of equipment for roadway employees.
5. Ensure proper safety to make employees aware where heavy machinery is operating and stay in clear view of operation for roadway employees.
6. Ensure proper safety through instruction to know where blind spots exist for different types of equipment for roadway employees.
7. Ensure proper safety through policy to never use a cell phone when working around heavy machinery for employees.

8. Ensure good housekeeping, fire prevention, and safe practices for operating any construction equipment.
9. Ensure safe procedures for cleaning, repairing, servicing and adjusting equipment and machinery.

B. Streetlights Employee Safety

1. Ensure the streetlighting employees conduct a thorough inspection of the work area.
2. Ensure proper employee safety training for street lighting repair and maintenance.
3. Ensure proper employee training for ladders and elevated work platforms.

APPENDIX D – PROCEDURE FOR CONDUCTING INJURY AND ILLNESS INVESTIGATIONS AND PREPARING REPORTS

PURPOSE

The purpose of this procedure is to define the requirements and responsibilities for conducting investigations of occupational employee injuries and illnesses and for completion of reports:

- A. Provides a method for employees to report occupational injuries and illnesses promptly.
- B. Provides a method for conducting accident investigations and to reduce or eliminate future occurrences.

SCOPE

This procedure applies to all occupational injuries and illnesses for SCSD employees.

RESPONSIBILITIES

SAFETY OFFICER is responsible for:

- A. Training the employees on how to report work-related injuries and illnesses in accordance with the established procedure.
- B. Making the proper notifications regarding an occupational injury/illness to an employee as specified by Cal-OSHA, SCSD insurance carrier, and by established procedure.
- C. Conducting and thoroughly documenting an accident investigation of occupational injuries and/or illnesses to employees, as required by local and state law, Cal-OSHA, and SCSD insurance requirements.

EMPLOYEES are responsible for the following:

- A. Reading the IIPP.
- B. Reporting all work-related injuries/illnesses.
- C. Complying with all required reporting procedures and forms.
- D. Participating in the injury/illness investigation and offering recommendations for corrective action.
- E. Complying with implemented corrective actions.

OCCUPATIONAL INJURY AND ILLNESS INVESTIGATIONS AND REPORTS

- A. Reporting occupational injuries and illnesses
 - 1. Employees are to report **all** occupational injuries or illnesses to the Safety Officer. If the Safety Officer is not available, the employee is to report to the General Manager.
 - 2. The Safety Officer will evaluate the occupational injury or illness and determine if the severity of the injury or illness justifies conducting an investigation and writing a report. If the Safety Officer is unsure, they are to contact the General Manager.

3. An Injury/Illness Investigation Report (See Form 3 for acute injuries) must be completed by the Safety Officer and submitted to the General Manager. **The report must be submitted within 24 hours (excluding weekends) of the time that the injury is reported.**

B. Investigating work related injuries and illnesses

1. Purposes of the investigation

- a. The primary purpose of the investigation is to determine if changes can be made to eliminate or reduce the possibility of future incidents. The investigation must be conducted to meet the requirements of CCR, Title 8.

2. The investigation process

- a. Interview - The interview phase serves to gather data on the circumstances and perceived causes of the incident. The person(s) interviewed should be asked open-ended questions, regarding the facts of the incident. Ask questions specific to **why, when, where, and what** actually happened to cause the injury or illness. Conclusions should be based on verifiable facts pertaining to the incident.

(1) Employees to be interviewed.

- (a) The injured employee is the first person who should be interviewed and may be the only person interviewed.
- (b) Any employees who were direct witnesses or in close proximity to the person at the time of the incident should be interviewed. Any witnesses or individuals capable of supplying direct information should be contacted and interviewed.
- b. Inspection - An inspection of tools, equipment, workstations, and a review of documentation or claims of statements made by others, should be completed.
- c. Analysis - All statements and physical (visually obtained) data should be used to determine what actually occurred.
- d. Summarization - The Injury/Illness Investigation Report is a summation of interviews, inspections, research and observations. Attach any notes or documentation supporting any observations to the report. Do not include conclusions in the report. Where established safety rules were clearly violated and disciplinary action taken, it should be clearly noted on the report.

Industrial Injury

Correction and Implementation - Investigations often indicate that the incident was due to one or both of two circumstances, unsafe acts or unsafe conditions. The second circumstance is usually the result of the first circumstance occurring. Corrective measures should involve training the employee on safe work practice. If the employee is a habitual offender, it may be necessary to institute disciplinary action. Providing PPE with instruction on proper use and workstation/tooling modifications may be required. Physical conditions contributing to work place injuries or illnesses should be addressed. The safety inspection checklists for this procedure are used to determine the safety of the work area physical conditions.

APPENDIX E - GUIDE FOR EMPLOYEE SAFETY TRAINING REQUIREMENTS

JOB FUNCTION	REQUIRED TRAINING
All employees	Emergency Response and Evacuation Training
All employees	Fire Safety Training
All employees	Ergonomic Training
All employees	IIPP Training; Procedure
All employees	CPR/First Aid Training
Use, handling or storage of chemicals, reagents or hazardous materials	Hazard Communication Program Training; Procedure
Employees who use PPE	Training on the use and maintenance of PPE
Employees who work on machines or equipment where unexpected operation or movement could cause an injury	Cal-OSHA Lock Out/Block Out/Tag Out Training; Procedure
Responding to spills or leaks from products containing human blood or fluids	Exposure Control Plan for Blood borne Pathogens Training; Biological Safety Guidelines Training
Handling of hazardous wastes	Hazardous Waste Management Plan Training
Proper Fueling Procedures (LPG, Diesel, & Gas)	Training in procedures and safety equipment

FORM 1

SAFETY INSPECTION CHECKLIST

Date: _____ Facility _____
 Supervisor: _____ Auditor(s) _____

This checklist is used to verify that employees are in compliance with Federal State and Local Safety regulations and SCSD safety guidelines. Each item is rated on compliance, and any discrepancy must be noted in the “corrective action” column. All discrepancies need to be corrected. A response regarding the corrective action items is required within “15 working days.” Thank you for your cooperation.

Below is the key to compliance:

√ : In Compliance

NA: Non Applicable

*: Not in compliance needs corrective action within 15 days.

1) GENERAL SAFETY

#	Rating	Safety Items
1		Food/beverages are only consumed/stored in approved areas.
2		Good housekeeping is maintained in all work areas, no situation exists that could create a fire, egress or earthquake hazard.
3		All aisles and exits are free from debris (3’ minimum width clearance for walkway, 4’ minimum width clearance for pallet thoroughfares and 5’ minimum width in forklift aisles are required)
4		If stairs are present, no items are stored under/adjacent to stairs or on stairwell landings.
5		All equipment and materials have at least 18” clearance from fire sprinkler heads.
6		All equipment, tools, fixtures and material must be in designated place for storage if not in use.
7		Heavy equipment and material are stored below shoulder level.
8		Ceiling tiles are secure and none are missing.
9		Walking surfaces are non-slippery.
10		No obstruction in front of electrical panels, fire extinguishers (minimum 36” clearance is required), and eyewash/shower units.
11		All chemicals are properly stored and labeled.
12		Trash and scrap must be stored in proper waste containers.
13		There are no spills in the area; otherwise the affected area is cordoned off and a descriptive sign “Water on the Floor” is posted.

14		Equipment and machinery are free of debris, unless in operation.
15		All equipment/machinery safe guards are in operation and “not” dismantled.
16		No personal electrical appliances are used in the work area
17		A “DO NOT USE” sticker is in place on all non-operational equipment and machinery, or lockout/blockout/tagout is employed as applicable.
18		Dome Mirrors are located where necessary.
19		Sharps used are appropriate for the task, not left lying around and disposed into sharps keepers when discarded.
20		PPE that is required in the area, is always available and in use.
21		Materials or equipment are stored in such a way that projections do not interfere with walkway.

2) EMERGENCY/FIRE SAFETY

#	Rating	Safety Items
22		An established safety posting area exists and contains: a) The most recent monthly safety minutes.
		b) Other specific safety posting notices.
23		Emergency exits are clearly marked and free of debris.
24		Emergency exit lights, if present, are fully illuminated and working.
25		Fire extinguishers, if present, are checked monthly.
26		Each eyewash/shower unit has an up-to-date record tag and is checked monthly.
27		Only Flammables are stored in Flammables storage cabinets.
28		Electrical cords are in good condition and not frayed.
29		All cord, cable and raceway connections are intact and secure. Electrical cords do not present a tripping or electrical hazard.
30		The use of extension cords (power taps) is limited such that they are not used in place of fixed wiring. In addition these cords are UL and /or CSA rated and have circuit breakers.
31		Power taps/surge protectors may not be connected together.
#	Rating	Tools
32		Tools and equipment in good repair
33		A power shut off is within the operator’s reach
34		All moving chains and gears are properly guarded
35		Protective Guards are used
36		All machinery and tabletop equipment is secured to prevent movement or tipping during operation

3) Additional Corrective Actions or Comments:

[illegible]

Discrepancies corrected by Auditor: _____ Date: _____

Corrective Actions Verified by Supervisor:_____ Date:_____

In Compliance: Safety Officer:_____ Date:_____

DEPARTMENT	JOB TITLE	DATE REVISED
SEQUENCE OF BASIC JOB STEPS	HAZARD OR POTENTIAL INCIDENT	RECOMMENDED CORRECTIVE MEASURES
COMPLETED BY:	SAFETY OFFICER APPROVAL:	HAVE SAFE WORK PRACTICES BEEN DEVELOPED FROM THIS JOB HAZARD ANALYSIS? YES OR NO.

FORM 2-A
JOB HAZARD ANALYSIS FORM - EXAMPLE

DEPARTMENT Maintenance Shop/Storage	JOB TITLE Baler Operator	DATE REVISED 07/01/15
SEQUENCE OF BASIC JOB STEPS	HAZARD OR POTENTIAL INCIDENT	RECOMMENDED CORRECTIVE MEASURES
Transport broken down boxes to baler.	1A. Muscle strain from pushing heavy cart.	1A1. Provide motorized cart.
		1A2. Palletize flattened boxes.
	1B. Collision with other vehicles/obstacles.	1B1. Install overhead mirrors at intersections.
		1B2. Require daily removal of all obstacles.
	1C. Body parts caught between cart and baler.	1C1. Paint floor to identify where to park cart.
		1C2. Wear heavy gloves.
Transfer boxes from cart to baler.	2A. Hands/fingers caught in baler doors.	2A1. Wear heavy gloves.
		2A2. Extend door handles away from pinch-point.
	2B. Hands caught between doors and boxes.	2B1. Wear heavy gloves.
	2C. Cuts from edges of cardboard.	2C1. Wear heavy gloves, arm protection, safety glasses.
Compress boxes.	3A. Hands/fingers caught in baler doors.	3A1. Wear heavy gloves.
		3A2. Extend door handles.
	3B. Struck by unlatched doors.	3B1. Install automatic latches/interlock system.
Tie bale with wire.	4A. Hands/fingers caught in baler doors.	4A1. Use proper lifting techniques
		4A2. Extend door handles.
	4B. Cuts/punctures from wire.	
		4B1. Wear gloves, arm protection, safety glasses.
Remove bale from baler.	5A. Muscle strain from lifting bales.	5A1. Install conveyor from baler to cart

DEPARTMENT Maintenance Shop/Storage	JOB TITLE Baler Operator	DATE REVISED 07/01/15
SEQUENCE OF BASIC JOB STEPS	HAZARD OR POTENTIAL INCIDENT	RECOMMENDED CORRECTIVE MEASURES
		5A2. Install hydraulic lifting device
		5A3. Limit/reduce max. size of bale
Transport bales to shipping area.	6A. Muscle strain from lifting bales.	6A1. Palletize bales/use powered vehicle
		6A2. Limit/reduce total load weight
	6B. Collision with other vehicles/obstacles.	6B1. Install overhead mirrors at intersections.
Completed by: John A. Smith	Safety Officer Approval:	

FORM 3

SUPERVISOR REPORT OF INJURY/ILLNESS INVESTIGATION – ACUTE INJURY

INJURY INVESTIGATION

Supervisor's Report

GENERAL INFORMATION

Name of Employee:	Date of Injury:
Time of Injury:	Shift:
Employee #:	Date Reported to General Manager:
Type of Injury:	Supervisor:
Supervisor's Name:	Telephone Number:

SUPERVISOR:	1. Please complete all questions. 2. Review with Manager. 3. Return form to General Manager
INJURED EMPLOYEE:	DATE AND TIME OF INCIDENT:
ACCIDENT LOCATION:	INJURY TYPE:

<p>1. Briefly describe the incident and list any direct causes, including personal practices, work habits, or tools involved.</p> <p>2. If applicable, describe the mechanical defect or inadequate safety equipment that have contributed to this incident.</p>
--

3. What will you do to prevent another occurrence?

Other notes:

Supervisor Signature:

Report Date:

Manager Signature:

Date:

List Witnesses:

Complete the following questions regarding this Injury.

1. WHAT HAPPENED SPECIFICALLY? (i.e. the setting, chain of events, actions, reactions).
2. WHERE DID THE INJURY OCCUR? (i.e. maintenance shop, loading dock, hallway, etc.).
3. WERE ESTABLISHED SAFE WORK PRACTICES BEING FOLLOWED? IF NOT, PROVIDE SPECIFICS.
4. WAS APPROPRIATE PPE BEING USED? IF NOT, PROVIDE SPECIFICS.
5. WAS EMPLOYEE CONDUCT OR APPARENT LACK OF TRAINING/UNDERSTANDING OF SAFE WORK PRACTICES A FACTOR IN THIS INCIDENT? IF SO, PROVIDE DETAILS.
6. HAS EMPLOYEE BEEN PROVIDED DOCUMENTED SAFETY TRAINING REGARDING THE HAZARD OF THE TASK BEING PERFORMED?
7. WAS EQUIPMENT CONDITION OR WORK AREA A FACTOR IN THIS INCIDENT?

8. LIST ANY OTHER CONTRIBUTING FACTORS:
9. LIST CORRECTIVE ACTIONS TAKEN OR RECOMMENDATIONS FOR PREVENTION OF FUTURE INCIDENTS OF A SIMILAR NATURE.
10. ESTIMATED DATE CORRECTIVE ACTIONS WILL BE COMPLETED:
11. FOLLOW-UP REQUIRED? BY WHOM?
12. IS THE EMPLOYEE WORKING WITH ANY RESTRICTIONS?
13. DID THE EMPLOYEE LOSE ANY FULL DAYS FROM WORK? PLEASE GIVE DATES.

SAFETY NOTES:

Supervisors Report completed: yes / no Date sent to General Manager_____

FORM 4

TRAINING RECORD

Training Course Information

Trainer _____

Topic(s) Covered:

Employee Information:

[illegible]

By signing this form, I certify that I have been trained in and understand the information provided

FORM 5
HAZARD ASSESSMENT CHECKLIST

GENERAL WORK ENVIRONMENT

- ☐ All worksites clean and orderly
- ☐ Work surfaces are kept dry or appropriate means taken to ensure the surfaces are slip-resistant
- ☐ All spilled materials or liquids cleaned up immediately
- ☐ Combustible scrap, debris and waste stored safely and removed from the worksite promptly
- ☐ Accumulated combustible dust routinely removed from elevated surfaces, including the overhead structure of buildings
- ☐ Combustible dust cleaned up with a vacuum system to prevent the dust going into suspension
- ☐ Metallic or conductive dust prevented from entering or accumulation on or around electrical enclosures or equipment
- ☐ Covered metal waste cans used for oily and paint-soaked waste
- ☐ All oil and gas fired devices equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working
- ☐ Paint spray booths, dip tanks and the like cleaned regularly
- ☐ Minimum number of toilets and washing facilities provided
- ☐ All toilets and washing facilities clean and sanitary
- ☐ All work areas adequately illuminated
- ☐ Pits and floor openings covered or otherwise guarded

PERSONAL PROTECTIVE EQUIPMENT ("PPE") & CLOTHING

- ☐ Protective goggles or face shields provided and worn where there is any danger of flying particles or corrosive materials
- ☐ Approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries
- ☐ Employees who need corrective lenses (glasses or contacts lenses) in working environments with harmful exposures, required to wear only approved safety glasses, protective goggles, or use other medically approved precautionary procedures
- ☐ Protective gloves, aprons, shields, or other means provided against cuts, corrosive liquids and chemicals
- ☐ Hard hats are provided and worn where danger of falling objects exists

- ☐ Hard hats inspected periodically for damage to the shell and suspension system
- ☐ Appropriate foot protection required where there is the risk of foot injuries.
- ☐ Approved respirators are provided for regular or emergency use
- ☐ All protective equipment maintained in a sanitary condition and ready for use
- ☐ Eye wash facilities and a quick drench shower within the work area where employees are exposed to injurious corrosive materials
- ☐ Special equipment needed for electrical employees is available
- ☐ Lunches eaten on the premises are in areas where there is no exposure to toxic materials or other health hazards
- ☐ Protection against the effects of occupational noise exposure provided

WALKWAYS

- ☐ Aisles and passageways kept clear
- ☐ Aisles and walkways marked as appropriate
- ☐ Wet surfaces covered with non-slip materials
- ☐ Holes in the floor, sidewalk or other walking surface repaired properly, covered or otherwise made safe
- ☐ Safe clearance for walking in aisles where motorized or mechanical handling equipment is operating
- ☐ Spilled materials cleaned up immediately
- ☐ Materials or equipment stored in such a way that sharp projectiles will not interfere with the walkway
- ☐ Changes of direction or elevations readily identifiable
- ☐ Aisles or walkways that pass near moving or operating machinery, welding operations or similar operations arranged so employees will not be subjected to potential hazards
- ☐ Adequate headroom provided for the entire length of any aisle or walkway
- ☐ Standard guardrails provided wherever aisle or walkway surfaces are elevated more than 30 inches above any adjacent floor or the ground
- ☐ Bridges provided over conveyors and similar hazards

FLOOR & WALL OPENINGS

- ☐ Floor openings guarded by a cover, guardrail, or equivalent on all sides (except at entrance to stairways or ladders)
- ☐ Toe-boards installed around the edges of a permanent floor opening (where persons may pass below the opening)
- ☐ Skylight screens of such construction and mounting that they will withstand a load of at least 200 pounds

- ☐ Glass in windows, doors, glass walls that are subject to human impact, of sufficient thickness and type for the condition of use
- ☐ Grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing
- ☐ Unused portions of service pits and pits not actually in use either covered or protected by guardrails or equivalent
- ☐ Manhole covers, trench covers and similar covers, plus their supports, designed to carry a truck rear axle load of at least 20,000 pounds when located in roadways and subject to vehicle traffic
- ☐ Floor or wall openings in fire resistive construction provided with doors or covers compatible with the fire rating of the structure and provided with self-closing feature when appropriate

STAIRS & STAIRWAYS

- ☐ Standard stair rails or handrails on all stairways having four or more risers
- ☐ All stairways at least 22 inches wide
- ☐ Stairs have at least a 6'6" overhead clearance
- ☐ Stairs angle no more than 50 and no less than 30 degrees
- ☐ Stairs of hollow-pan type treads and landings filled to noising level with solid material
- ☐ Step risers on stairs uniform from top to bottom, with no riser spacing greater than 7-1/2 inches
- ☐ Steps on stairs and stairways designed or provided with a surface that renders them slip resistant
- ☐ Handrails located between 30 and 34 inches above the leading edge of stair treads
- ☐ Handrails have a least 1-1/2 inches of clearance between the handrails and the wall or surface they are mounted on
- ☐ Handrails capable of withstanding a load of 200 pounds, applied in any direction
- ☐ Stairs or stairways exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic
- ☐ Stairway landings have a dimension measured in the direction of travel, at least equal to width of the stairway
- ☐ Vertical distance between stairway landings limited to 12 feet or less

ELEVATED SURFACES

- ☐ Signs posted, when appropriate, showing the elevated surface load capacity
- ☐ Surfaces elevated more than 30 inches above the floor or ground provided with standard guardrails

- ☐ All elevated surfaces (beneath which people or machinery could be exposed to falling objects) provided with standard 4-inch toe-boards
- ☐ Permanent means of access and egress provided to elevated storage and work surfaces
- ☐ Required headroom provided where necessary
- ☐ Material on elevated surfaces piled, stacked or racked in a manner to prevent it from tipping, falling, collapsing, rolling or spreading

EXITING OR EGRESS

- ☐ All exits marked with an exit sign and illuminated by a reliable light source
- ☐ Directions to exits, when not immediately apparent, marked with visible signs
- ☐ Doors, passageways or stairways, that are neither exits nor access to exits and which could be mistaken for exits, appropriately marked "NOT AN EXIT", "TO BASEMENT", "STOREROOM"
- ☐ Exit signs provided with the word "EXIT" in lettering at least 6 inches high and the stroke of the lettering at least 3/4 inch wide
- ☐ Exit doors side-hinged
- ☐ All exits kept free of obstructions
- ☐ At least two means of egress provided from elevated platforms, pits or rooms where the absence of a second exit would increase the risk of injury
- ☐ Sufficient exits to permit prompt escape in case of emergency
- ☐ Special precautions taken to protect employees during construction and repair operations
- ☐ Number of exits from each floor of a building, and the number of exits from the building itself, appropriate for the building occupancy load
- ☐ Exit stairways which are required to be separated from other parts of a building enclosed by at least two hour fire-resistive construction in buildings more than four stories in height, and not less than one-hour fire resistive construction elsewhere
- ☐ Ramps used as part of required exiting from a building, ramp slope limited to 1- foot vertical and 12 feet horizontal
- ☐ Exiting through frameless glass doors, glass exit doors, storm doors and such, doors fully tempered and meet the safety requirements for human impact

EXIT DOORS

- ☐ Doors required to serve as exits designed and constructed so that the way of exit travel is obvious and direct
- ☐ Windows that could be mistaken for exit doors, made inaccessible by means of barriers or railings
- ☐ Exit doors opened from the direction of exit travel without the use of a key or any special knowledge or effort, when the building is occupied

- ☐ Revolving, sliding or overhead door prohibited from serving as a required exit door
- ☐ Panic hardware installed on a required exit door, allows the door to open by applying a force of 15 pounds or less in the direction of the exit traffic
- ☐ Exit doors that open directly onto any street, alley or other area where vehicles may be operated, are adequate barriers and warnings are provided to prevent employees stepping into the path of traffic
- ☐ Doors that swing in both directions and are located between rooms where there is frequent traffic are provided with viewing panels in each door

PORTABLE LADDERS

- ☐ All ladders maintained in good condition, joints between steps and side rails tight, all hardware and fittings securely attached, and moveable parts operating freely without binding or undue play
- ☐ Non-slip safety feet provided on each ladder
- ☐ Ladder rungs and steps free of grease and oil
- ☐ It is prohibited to place a ladder in front of doors opening toward the ladder except when the door is blocked open, locked or guarded
- ☐ It is prohibited to place ladders on boxes, barrels, or other unstable bases to obtain additional height
- ☐ Employees are instructed to face the ladder when ascending or descending
- ☐ Employees are prohibited from using ladders that are broken, missing steps, rungs, or cleats, broken side rails or other faulty equipment
- ☐ Employees are instructed not to use the top 2 steps of ordinary stepladders as a step
- ☐ When portable rung ladders are used to gain access to elevated platforms, roofs, and the like, the ladder must always extend at least 3 feet above the elevated surface
- ☐ When portable rung or cleat type ladders are used the base is so placed that slipping will not occur, or it is lashed or otherwise held in place
- ☐ Portable metal ladders legibly marked with signs reading "CAUTION" "Do Not Use Around Electrical Equipment" or equivalent wording
- ☐ Employees are prohibited from using ladders as guys, braces, skids, gin poles, or for other than their intended purposes
- ☐ Employees are instructed to only adjust extension ladders while standing at a base (not while standing on the ladder or from a position above the ladder)
- ☐ Metal ladders inspected for damage
- ☐ Rungs of ladders uniformly spaced at 12 inches, center to center

HAND TOOLS & EQUIPMENT

- ☐ All tools and equipment used by employees at their workplace in good condition

- ☐ Hand tools such as chisels, punches, which develop mushroomed heads during use, are reconditioned or replaced as necessary
- ☐ Broken or fractured handles on hammers, axes and similar equipment replaced promptly
- ☐ Worn or bent wrenches replaced regularly
- ☐ Appropriate handles used on files and similar tools
- ☐ Employees are made aware of the hazards caused by faulty or improperly used hand tools
- ☐ Appropriate safety glasses, face shields, and similar equipment are used while using hand tools or equipment that might produce flying materials or be subject to breakage
- ☐ Jacks checked periodically to assure they are in good operating condition
- ☐ Tool handles wedged tightly in the head of all tools
- ☐ Tool cutting edges kept sharp so the tool will move smoothly without binding or skipping
- ☐ Tools stored in dry, secure location where they won't be tampered with
- ☐ Eye and face protection used when driving hardened or tempered spuds or nails

PORTABLE (POWER OPERATED) TOOLS & EQUIPMENT

- ☐ Grinders, saws, and similar equipment provided with appropriate safety guards
- ☐ Power tools used with the correct shield, guard or attachment recommended by the manufacturer
- ☐ Portable circular saws equipped with guards above and below the base shoe
- ☐ Circular saw guards checked to assure they are not wedged up, thus leaving the lower portion of the blade unguarded
- ☐ Rotating or moving parts of equipment guarded to prevent physical contact
- ☐ All cord-connected, electrically operated tools and equipment effectively grounded or of the approved double insulated type
- ☐ Effective guards in place over belts, pulleys, chains, and sprockets, on equipment such as concrete mixers, air compressors, and the like
- ☐ Portable fans provided with full guards or screens having openings 1/2 inch or less
- ☐ Hoisting equipment available and used for lifting heavy objects, and hoist ratings and characteristics appropriate for the task
- ☐ Ground-fault circuit interrupters provided on all temporary electrical 15 and 20 ampere circuits, used during periods of construction
- ☐ Pneumatic and hydraulic hoses on power-operated tools checked regularly for deterioration or damage

ABRASIVE WHEEL EQUIPMENT GRINDERS

- ☐ Work rest used and kept adjusted to within 1/8 inch of the wheel

- ☐ Adjustable tongue on the top side of the grinder used and kept adjusted to within 1/4 inch of the wheel
- ☐ Side guards cover the spindle, nut, and flange and 75 percent of the wheel diameter
- ☐ Bench and pedestal grinders permanently mounted
- ☐ Goggles or face shields always worn when grinding
- ☐ Maximum RPM rating of each abrasive wheel compatible with the RPM rating of the grinder motor
- ☐ Fixed or permanently mounted grinders connected to their electrical supply system with metallic conduit or other permanent wiring method
- ☐ Each grinder have an individual on and off control switch
- ☐ Each electrically operated grinder effectively grounded
- ☐ New abrasive wheels are visually inspected and ring tested before mounted
- ☐ Dust collectors and powered exhausts provided on grinders used in operations that produce large amounts of dust
- ☐ Splashguards mounted on grinders that use coolant, to prevent the coolant reaching employees
- ☐ Cleanliness maintained around grinder

POWDER ACTUATED TOOLS

- ☐ Employees who operate powder-actuated tools trained in their use and carry a valid operator's card
- ☐ Powder-actuated tools have written approval of the Division of Occupational Safety and Health
- ☐ Each powder-actuated tool is stored in its own locked container when not used
- ☐ A sign at least 7" by 10" with bold type reading "POWDER-ACTUATED TOOL IN USE" conspicuously posted when the tool is used
- ☐ Powder-actuated tools are left unloaded until they are ready to be used
- ☐ Powder-actuated tools inspected for obstructions or defects each day before use
- ☐ Powder-actuated tools operators have and use appropriate PPE such as hard hats, safety goggles, safety shoes and ear protectors

MACHINE GUARDING

- ☐ Training program to instruct employees on safe methods of machine operation
- ☐ Adequate supervision to ensure that employees are following safe machine operating procedures
- ☐ A regular program of safety inspection of machinery and equipment
- ☐ All machinery and equipment kept clean and properly maintained

- ☐ Sufficient clearance provided around and between machines to allow for safe operations, set up and servicing, material handling and waste removal
- ☐ Equipment and machinery securely placed and anchored when necessary to prevent tipping or other movement that could result in personal injury
- ☐ A power shut-off switch within reach of the operator's position at each machine
- ☐ Electric power to each machine can be locked out for maintenance, repair, or security
- ☐ Non-current-carrying metal parts of electrically operated machines are bonded and grounded
- ☐ Foot-operated switches guarded or arranged to prevent accidental actuation by personnel or falling objects
- ☐ Manually operated valves and switches controlling the operation of equipment and machines clearly identified and readily accessible
- ☐ All emergency stop buttons are colored red
- ☐ All pulleys and belts that are within 7 feet of the floor or working level are properly guarded
- ☐ All moving chains and gears are properly guarded
- ☐ Splashguards are mounted on machines that use coolant to prevent the coolant from reaching employees
- ☐ Methods are provided to protect the operator and other employees in the machine area from hazards created at the point of operation, ingoing nip points, rotating parts, flying chips, and sparks
- ☐ Machinery guards are secure and arranged that they do not offer a hazard in their use
- ☐ Special hand tools used for placing and removing material, protect the operator's hands
- ☐ Revolving drums, barrels, and containers are required to be guarded by an enclosure that is interlocked with the drive mechanism, so that revolution cannot occur unless the guard enclosure is in place
- ☐ Arbors and mandrels have firm and secure bearings and are they free from play
- ☐ Provisions made to prevent machines from automatically starting when power is restored after a power failure or shutdown
- ☐ Machines constructed so as to be free from excessive vibration when the largest size tool is mounted and run at full speed
- ☐ If machinery is cleaned with compressed air, air pressure is controlled and PPE or other safeguards are used to protect operators and other employees from eye and body injury
- ☐ Fan blades are protected with a guard having openings no larger than 1/2 inch, when operating within 7 feet of the floor
- ☐ Saws used for ripping are equipped with anti-kick back devices and spreaders

- ☐ Radial arm saws are arranged so that the cutting head will gently return to the back of the table when released

LOCKOUT/BLOCKOUT/TAGOUT PROCEDURES

- ☐ All machinery or equipment capable of movement is required to be de-energized or disengaged and blocked and/or locked out along with being properly tagged during cleaning, servicing, adjusting or setting up operations, whenever required
- ☐ Locking-out of control circuits in lieu of locking-out main power disconnects prohibited
- ☐ All equipment control valve handles provided with a means for locking-out
- ☐ Lockout procedure requires that stored energy (i.e. mechanical, hydraulic, air,) be released or blocked before equipment is locked-out for repairs
- ☐ Appropriate employees provided with individually keyed personal safety locks
- ☐ Employees are required to keep personal control of their key(s) while they have safety locks in use
- ☐ Employees check the safety of the lock out by attempting a start up after making sure no one is exposed
- ☐ The power disconnecting means for equipment does not also disconnect the electrical control circuit
- ☐ The appropriate electrical enclosures are identified
- ☐ Means are provided to assure the control circuit can also be disconnected and locked out

WELDING, CUTTING & BRAZING

- ☐ Only authorized and trained personnel are permitted to use welding, cutting or brazing equipment
- ☐ All operators have a copy of the appropriate operating instructions and are directed to follow them
- ☐ Compressed gas cylinders regularly examined for obvious signs of defects, deep rusting, or leakage
- ☐ Care is used in handling and storage of cylinders, safety valves, relief valves, and the like, to prevent damage
- ☐ Precautions are taken to prevent the mixture of air or oxygen with flammable gases, except at a burner or in a standard torch
- ☐ Only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, manifolds) are used
- ☐ Cylinders are kept away from sources of heat
- ☐ It is prohibited to use cylinders as rollers or supports
- ☐ Empty cylinders are appropriately marked, valves closed, and valve-protection caps on

- ☐ Signs reading: DANGER NO-SMOKING, MATCHES, OR OPEN LIGHTS, or the equivalent posted
- ☐ Cylinders, cylinder valves, couplings, regulators, hoses, and apparatus keep free of oily or greasy substances
- ☐ Care taken not to drop or strike cylinders
- ☐ Regulators are removed and valve-protection caps are put in place before moving cylinders, unless secured on special trucks
- ☐ Cylinders without fixed hand wheels have keys, handles, or non-adjustable wrenches on stem valves when in service
- ☐ Liquefied gases stored and shipped valve-end up with valve covers in place
- ☐ Employees instructed to never crack a fuel-gas cylinder valve near sources of ignition
- ☐ Before a regulator is removed, the valve is closed and gas released from the regulator
- ☐ Red is used to identify the acetylene (and other fuel-gas) hose, green for oxygen hose, and black for inert gas and air hose
- ☐ Pressure-reducing regulators are used only for the gas and pressures for which they are intended
- ☐ Open circuit (No Load) voltage of arc welding and cutting machines is as low as possible and not in excess of the recommended limits
- ☐ Under wet conditions, automatic controls are used for reducing no-load voltage
- ☐ Grounding of the machine frame and safety ground connections of portable machines are checked periodically
- ☐ Electrodes are removed from the holders when not in use
- ☐ It is required that electric power to the welder be shut off when no one is in attendance
- ☐ Suitable fire extinguishing equipment is available for immediate use
- ☐ The welder is forbidden to coil or loop welding electrode cable around his body
- ☐ Wet machines thoroughly dried and tested before being used
- ☐ Work and electrode lead cables are frequently inspected for wear and damage, and replaced when needed
- ☐ Means for connecting cables' lengths have adequate insulation
- ☐ When the object to be welded cannot be moved and fire hazards cannot be removed, shields are used to confine heat, sparks, and slag
- ☐ Firewatchers are assigned when welding or cutting is performed, in locations where a serious fire might develop
- ☐ Combustible floors kept wet, covered by damp sand, or protected by fire-resistant shields
- ☐ When floors are wet down, personnel are protected from possible electrical shock

- ☐ When welding is done on metal walls, precautions are taken to protect combustibles on the other side
- ☐ Before hot work begins, used drums, barrels, tanks, and other containers are thoroughly cleaned so that no substances remain that could explode, ignite, or produce toxic vapors
- ☐ It is required that eye protection helmets, hand shields and goggles meet appropriate standards
- ☐ Employees exposed to the hazards created by welding, cutting, or bracing operations are protected with PPE and clothing
- ☐ A check is made for adequate ventilation in and where welding or cutting is performed
- ☐ When working in confined places environmental monitoring tests are taken and means are provided for quick removal of welders in case of an emergency

COMPRESSORS & COMPRESSED AIR

- ☐ Compressors are equipped with pressure relief valves, and pressure gauges
- ☐ Compressor air intakes are installed and equipped to ensure only clean uncontaminated air enters the compressor
- ☐ Air filters are installed on the compressor intake
- ☐ Compressors are operated and lubricated in accordance with the manufacturer's recommendations
- ☐ Safety devices on compressed air systems are checked frequently
- ☐ Before any repair work is done on the pressure system of a compressor, the pressure is bled off and the system is locked-out
- ☐ Signs are posted to warn of the automatic starting feature of the compressors
- ☐ The belt drive system is totally enclosed to provide protection for the front, back, top, and sides
- ☐ It is strictly prohibited to direct compressed air towards a person
- ☐ Employees are prohibited from using highly compressed air for cleaning purposes
- ☐ Compressed air is not to be used for cleaning off clothing, so not to create a hazard to the eyes, breathing, inhalation and skin
- ☐ When using compressed air for cleaning, employees use PPE
- ☐ Safety chains or other suitable locking devices are used at couplings of high pressure hose lines where a connection failure would create a hazard
- ☐ Before compressed air is used to empty containers of liquid, the safe working pressure of the container is checked
- ☐ When compressed air is used with abrasive blast cleaning equipment, the operating valve is a type that must be held open manually

- ☐ When compressed air is used to inflate auto tires, a clip-on chuck and an inline regulator preset to 40 psi is required
- ☐ It is prohibited to use compressed air to clean up or move combustible dust if such action could cause the dust to be suspended in the air and cause a fire or explosion hazard

COMPRESSED AIR RECEIVERS

- ☐ Every receiver is equipped with a pressure gauge and with one or more automatic, spring-loaded safety valves
- ☐ The total relieving capacity of the safety valve is capable of preventing pressure in the receiver from exceeding the maximum allowable working pressure of the receiver by more than 10 percent
- ☐ Every air receiver is provided with a drainpipe and valve at the lowest point for the removal of accumulated oil and water
- ☐ Compressed air receivers are periodically drained of moisture and oil
- ☐ All safety valves are tested frequently and at regular intervals to determine whether they are in good operating condition
- ☐ There is a current operating permit issued by the Division of Occupational Safety and Health
- ☐ The inlet of air receivers and piping systems is kept free of accumulated oil and carbonaceous materials

COMPRESSED GAS & CYLINDERS

- ☐ Cylinders with a water weight capacity over 30 pounds are equipped with means for connecting a valve protector device, or with a collar or recess to protect the valve
- ☐ Cylinders are legibly marked to clearly identify the gas contained
- ☐ Compressed gas cylinders are stored in areas which are protected from external heat sources such as flame impingement, intense radiant heat, electric arcs, or high temperature lines
- ☐ Cylinders are located or stored in areas where they will not be damaged by passing or falling objects, or subject to tampering by unauthorized persons
- ☐ Cylinders are stored or transported in a manner to prevent them creating a hazard by tipping, falling or rolling
- ☐ Cylinders containing liquefied fuel gas, are stored or transported in a position so that the safety relief device is always in direct contact with the vapor space in the cylinder
- ☐ Valve protectors are always placed on cylinders when the cylinders are not in use or connected for use
- ☐ All valves are closed off before a cylinder is moved, when the cylinder is empty, and at the completion of each job

- ☐ Low pressure fuel-gas cylinders are checked periodically for corrosion, general distortion, cracks, or any other defect that might indicate a weakness or render it unfit for service
- ☐ The periodic check of low pressure fuel-gas cylinders includes a close inspection of the cylinders' bottom

HOIST & AUXILIARY EQUIPMENT

- ☐ Each overhead electric hoist is equipped with a limit device to stop the hook travel at its highest and lowest point of safe travel
- ☐ Each hoist will automatically stop and hold any load up to 125 percent of its rated load, if its actuating force is removed
- ☐ The rated load of each hoist is legibly marked and visible to the operator
- ☐ Stops are provided at the safe limits of travel for trolley hoist
- ☐ The controls of hoists plainly are marked to indicate the direction of travel or motion
- ☐ Each cage-controlled hoist is equipped with an effective warning device
- ☐ Close-fitting guards or other suitable devices are installed on hoist to assure hoist ropes will be maintained in the sheave grooves
- ☐ All hoist chains or ropes are of sufficient length to handle the full range of movement for the application while still maintaining two full wraps on the drum at all times
- ☐ Nip points or contact points between hoist ropes and sheaves which are permanently located within 7 feet of the floor, ground, or working platform are guarded
- ☐ It is prohibited to use chains or rope slings that are kinked or twisted
- ☐ It is prohibited to use the hoist rope or chain wrapped around the load as a substitute for a sling
- ☐ The operator is instructed to avoid carrying loads over people
- ☐ Only employees who have been trained in the proper use of hoists are allowed to operate them

INDUSTRIAL TRUCKS - FORKLIFTS

- ☐ Only trained personnel are allowed to operate industrial trucks
- ☐ Substantial overhead protective equipment is provided on high lift rider equipment
- ☐ Required lift truck operating rules are posted and enforced
- ☐ Directional lighting is provided on each industrial truck that operates in an area with less than 2 foot candles per square foot of general lighting
- ☐ Each industrial truck has a warning horn, whistle, gong or other device which can be clearly heard above the normal noise in the areas where operated
- ☐ The brakes on each industrial truck are capable of bringing the vehicle to a complete and safe stop when fully loaded

- ☐ The industrial truck's parking brake will effectively prevent the vehicle from moving when unattended
- ☐ Industrial trucks operating in areas where flammable gases or vapors, or combustible dust or ignitable fibers may be present in the atmosphere, are approved for such locations
- ☐ Motorized hand and hand/rider trucks are designed so that when the operator releases his/her grip on the device that controls the travel and the brakes are applied, the power to the drive motor shuts off
- ☐ Industrial trucks with internal combustion engines operated in buildings or enclosed areas are carefully checked to ensure operations do not cause harmful concentration of dangerous gases or fumes

ENVIRONMENTAL CONTROLS

- ☐ All work areas are properly illuminated
- ☐ Employees are instructed in proper first aid and other emergency procedures
- ☐ Hazardous substances are identified, which may cause harm by inhalation, ingestion, skin absorption or contact
- ☐ Employees are aware of the hazards involved with the various chemicals they may be exposed to in their work environment, such as ammonia, chlorine, epoxies, and caustics
- ☐ Employee exposure to chemicals in the workplace is kept within acceptable levels
- ☐ The work area's ventilation system is appropriate for the work being performed
- ☐ Employee exposure to welding fumes is controlled by ventilation, use of respirators, exposure time, or other means
- ☐ Welders and other employees nearby are provided with flash shields during welding operations
- ☐ The carbon monoxide levels are kept below maximum acceptable concentration where forklifts and other vehicles are used in buildings or other enclosed areas
- ☐ Noise levels in the facilities are within acceptable levels
- ☐ Steps are taken to use engineering controls to reduce excessive noise levels
- ☐ PPE is provided, used, and maintained wherever required
- ☐ There are written standard operating procedures for the selection and use of respirators
- ☐ Employees are instructed in the proper manner of lifting heavy objects

FLAMMABLE & COMBUSTIBLE MATERIALS

- ☐ Combustible scrap, debris and waste materials (i.e. oily rags) are stored in covered metal receptacles and removed from the worksite promptly
- ☐ Proper storage is practiced to minimize the risk of fire including spontaneous combustion
- ☐ Approved containers and tanks are used for the storage and handling of flammable and combustible liquids

- ☐ All connections on drums and combustible liquid piping, vapor and liquid are tight
- ☐ All flammable liquids are kept in closed containers when not in use (e.g. parts, cleaning tanks, pans)
- ☐ Bulk drums of flammable liquids are grounded and bonded to containers during dispensing
- ☐ Storage rooms for flammable and combustible liquids have explosion-proof lights
- ☐ Storage rooms for flammable and combustible liquids have mechanical or gravity ventilation
- ☐ Liquefied petroleum gas is stored, handled, and used in accordance with safe practices and standards
- ☐ Liquefied petroleum storage tanks are guarded to prevent damage from vehicles
- ☐ All solvent wastes and flammable liquids are kept in fire-resistant covered containers until they are removed from the worksite
- ☐ Vacuuming is used whenever possible rather than blowing or sweeping combustible dust
- ☐ Fire separators are placed between containers of combustibles or flammables, when stacked one upon another, to assure their support and stability
- ☐ Fuel gas cylinders and oxygen cylinders are separated by distance, fire resistant barriers or other means while in storage
- ☐ Fire extinguishers are selected and provided for the types of materials in areas where they are to be used (Class A: Ordinary combustible material fires; Class B: Flammable liquid, gas or grease fires; Class C: Energized-electrical equipment fires)
- ☐ Appropriate fire extinguishers are mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials
- ☐ The transfer/withdrawal of flammable or combustible liquids is performed by trained personnel
- ☐ Fire extinguishers are mounted so that employees travel no more than 75 feet for a class "A" fire or 50 feet for a class "B" fire
- ☐ Employees are trained in the use of fire extinguishers
- ☐ Extinguishers are free from obstructions or blockage
- ☐ All extinguishers are serviced, maintained and tagged at intervals not to exceed one year
- ☐ All extinguishers are fully charged and in their designated places
- ☐ Record is maintained of required monthly checks of extinguishers
- ☐ Where sprinkler systems are permanently installed, the nozzle heads are directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment

- ☐ "NO SMOKING" signs are posted where appropriate in areas where flammable or combustible materials are used or stored
- ☐ "NO SMOKING" signs are posted on liquefied petroleum gas tanks
- ☐ "NO SMOKING" rules are enforced in areas involving storage and use of flammable materials
- ☐ Safety cans are used for dispensing flammable or combustible liquids at a point of use
- ☐ All spills of flammable or combustible liquids are cleaned up promptly
- ☐ Storage tanks are adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying, or atmosphere temperature changes

FIRE PROTECTION

- ☐ A fire prevention plan is in place
- ☐ The plan describes the type of fire protection equipment and/or systems
- ☐ Practices and procedures are established to control potential fire hazards and ignition sources
- ☐ Employees are aware of the fire hazards of the material and processes to which they are exposed
- ☐ The local fire department is well acquainted with the facilities, location, and specific hazards
- ☐ The fire alarm system (if present) is tested (at least) annually
- ☐ The fire alarm system (if present) is certified as required
- ☐ Interior standpipes and valves (if present) are inspected regularly
- ☐ Outside private fire hydrants (if present) are flushed at least once a year and on a routine preventive maintenance schedule
- ☐ Fire doors and shutters are in good operating condition
- ☐ Fire doors and shutters are unobstructed and protected against obstructions, including their counterweights
- ☐ Fire door and shutter fusible links are in place
- ☐ Automatic sprinkler system water control valves, air and water pressures are checked weekly/periodically as required
- ☐ Maintenance of automatic sprinkler system is assigned to responsible persons or to a sprinkler contractor
- ☐ Sprinkler heads are protected by metal guards, when exposed to physical damage
- ☐ Proper clearance is maintained below sprinkler heads
- ☐ Portable fire extinguishers are provided in adequate number and type
- ☐ Fire extinguishers are mounted in readily accessible locations

- ☐ Fire extinguishers are recharged regularly and noted on the inspection tag
- ☐ Employees are periodically instructed in the use of extinguishers and fire protection procedures

HAZARDOUS CHEMICAL EXPOSURES

- ☐ Employees are trained in the safe handling practices of hazardous chemicals such as acids, caustics, and the like
- ☐ Employees are aware of the potential hazards involving various chemicals stored or used in the workplace--such as acids, bases, caustics, epoxies, and phenols
- ☐ Employee exposure to chemicals is kept within acceptable levels
- ☐ Eye wash fountains and safety showers are provided in areas where corrosive chemicals are handled
- ☐ All containers, such as vats and storage tanks are labeled as to their contents
- ☐ All employees are required to use personal protective clothing and equipment when handling chemicals
- ☐ Flammable or toxic chemicals are kept in closed containers when not in use
- ☐ Chemical piping systems are clearly marked as to their content
- ☐ Adequate means are readily available for properly and safely neutralizing or disposing of spills or overflows where corrosive liquids are frequently handled in open containers or drawn from storage vessels or pipelines
- ☐ Standard operating procedures have been established and are followed when cleaning up chemical spills
- ☐ Respirators are stored in a convenient, clean, and sanitary location for emergency use
- ☐ Respirators are adequate for the various uses for which they may be needed
- ☐ Employees are prohibited from eating in areas where hazardous chemicals are present
- ☐ PPE is provided, used, and maintained whenever necessary
- ☐ There are written standard operating procedures for the selection and use of respirators
- ☐ Employees are instructed on the correct usage and limitations of respirators
- ☐ Respirators are NIOSH approved
- ☐ Respirators are regularly inspected, cleaned, sanitized, and maintained
- ☐ There is a medical or biological monitoring system in operation where hazardous substances are used
- ☐ Employees are familiar with the Threshold Limit Values or Permissible Exposure Limits of airborne contaminants and physical agents used in the workplace
- ☐ Control procedures have been instituted for hazardous materials

- ☐ Hazardous substances are handled in properly designed and exhausted booths or similar locations
- ☐ General dilution or local exhaust ventilation systems are used to control dusts, vapors, gases, fumes, smoke, solvents or mists which may be generated in the workplace
- ☐ Ventilation equipment is provided for removal of contaminants from operations such as production grinding, buffing, spray painting, and/or vapor decreasing, and it is operating properly
- ☐ Employees complain about dizziness, headaches, nausea, irritation, or other factors of discomfort when using solvents or other chemicals
- ☐ Employees complain about dermatitis problems- skin dryness, irritation, or sensitization
- ☐ An industrial hygienist or environmental health specialist has evaluated the operation
- ☐ Carbon monoxide is kept within acceptable levels where internal combustion engines are used
- ☐ Vacuuming is used whenever possible for clean up
- ☐ Materials which give off toxic asphyxiate, suffocating or anesthetic fumes are stored in remote or isolated locations when not in use

HAZARDOUS SUBSTANCES COMMUNICATION

- ☐ There is a list of hazardous substances used in the workplace
- ☐ There is a written hazard communication program dealing with SDS labeling, and employee training
- ☐ Each container of a hazardous substance is labeled with product identity and hazard warning
- ☐ There is a SDS readily available for each hazardous substance used
- ☐ Other employees sharing the same work area where the hazardous substances are used are informed of the substances
- ☐ Employee training programs for hazardous substances include:
 - An explanation of what an SDS is, how to use and obtain one, and SDS contents for each hazardous substance or class of substances
 - Explanation of "Right to Know"
 - Identification of where employees can see the written hazard communication program and where hazardous substances are present in their work area
 - The physical and health hazards of substances in the work area, how to detect their presence, and specific protective measures to be used
 - Details of the Hazard Communication Program-Globally Harmonized System, including how to use the labeling system and SDS

- How employees will be informed of hazards of non-routine tasks, and hazards of unlabeled pipes

ELECTRICAL

- ☐ Workplace electricians are familiar with the Cal-OSHA Electrical Safety Orders
- ☐ Cal-OSHA compliance is specified for all contract electrical work
- ☐ All employees are required to immediately report any hazard to life or property observed in connection with electrical equipment or lines
- ☐ Employees are instructed to make preliminary inspections and/or appropriate tests to determine what conditions exist before starting work on electrical equipment or lines
- ☐ When electrical equipment or lines are to be serviced, maintained, or adjusted, necessary switches are opened, locked-out, and tagged
- ☐ Portable electrical tools and equipment are grounded or double insulated
- ☐ Electrical appliances are grounded
- ☐ Extension cords have a grounding conductor
- ☐ Multiple plug adapters are prohibited
- ☐ Ground-fault circuit interrupters are installed on each temporary 15 or 20 ampere, 120 volt AC circuit at locations where construction, demolition, modifications, alterations or excavations are performed
- ☐ All temporary circuits are protected by suitable disconnecting switches or plug connectors at the junction with permanent wiring
- ☐ Exposed wires and cords with frayed or deteriorated insulation are repaired or replaced promptly
- ☐ Flexible cords and cables are free of splices or taps
- ☐ Clamps or other securing means are provided on flexible cords or cables at plugs, receptacles, tools, and equipment, and the cord jacket is securely held in place
- ☐ All cord, cable and raceway connections are intact and secure
- ☐ In wet or damp locations, electrical tools and equipment are appropriate for the use or location or otherwise protected
- ☐ The location of electrical power lines and cables is determined before digging, drilling or similar work begins
- ☐ Metal measuring tapes, ropes, hand lines, or any devices with metallic thread are prohibited where they could come in contact with energized parts of equipment or circuit conductors
- ☐ The use of metal ladders is prohibited in areas where the ladder or person using the ladder could come in contact with energized parts of equipment, fixtures or circuit conductors

- ☐ All disconnecting switches and circuit breakers are labeled to indicate their use or equipment served
- ☐ Disconnecting means are always opened before fuses are replaced
- ☐ All interior wiring systems include provisions for grounding metal parts of electrical raceways, equipment, and enclosures
- ☐ All electrical raceways and enclosures are securely fastened in place
- ☐ All energized parts of electrical circuits and equipment are guarded against accidental contact by approved cabinets or enclosures
- ☐ Sufficient access and working space is provided and maintained around all electrical equipment to permit ready and safe operations and maintenance
- ☐ All unused openings (including conduit knockouts) in electrical enclosures and fittings are closed with appropriate covers, plugs or plates
- ☐ Electrical enclosures such as switches, receptacles, junction boxes, etc., are provided with tight-fitting covers or plates
- ☐ Disconnecting switches for electrical motors in excess of two horsepower are capable of opening the circuit without exploding when the motor is in a stalled condition (Switches must be horsepower rated equal to or in excess of the motor hp rating)
- ☐ Low voltage protection is provided in the control device of motors, driving machines, or equipment which could cause injury from inadvertent starting
- ☐ Each motor disconnecting switch or circuit breaker is located within sight of the motor control device
- ☐ Each motor is located within sight of its controller or the controller disconnecting means is capable of being locked in the open position, or is a separate disconnecting means installed in the circuit within sight of the motor
- ☐ The controller for each motor in excess of two horsepower is rated in horsepower equal to or in excess of the rating of the motor it serves
- ☐ Employees who regularly work on or around energized electrical equipment or lines are instructed in CPR methods
- ☐ Employees are prohibited from working alone on energized lines or equipment over 600 volts

EAR PROTECTION

- ☐ There are areas in the workplace where continuous noise levels exceed 85 dBA
- ☐ Noise levels are measured using a sound level meter or an octave band analyzer and records are kept
- ☐ Noisy machinery is isolated from the rest of the operation
- ☐ Engineering controls are used to reduce excessive noise levels

- ☐ Administrative controls are used to minimize individual employee exposure to noise where engineering controls are determined infeasible
- ☐ There is an ongoing preventive health program to educate employees in safe levels of noise and exposure, effects of noise on their health, and use of personal protection
- ☐ Training is repeated annually for employees exposed to continuous noise above 85 dBA
- ☐ Work areas where noise levels make communication between employees difficult have been identified and posted
- ☐ Approved hearing protective equipment is available to every employee working in areas where continuous noise levels exceed 85 dBA
- ☐ Employees are properly fitted and instructed in use and care of ear protectors
- ☐ Employees exposed to continuous noise above 85 dBA are given periodic audiometric testing to ensure the hearing protection system is effective

IDENTIFICATION OF PIPING SYSTEMS

- ☐ All outlets or taps are posted to alert employees that non-potable water is unsafe and not to be used for drinking, washing or other personal use
- ☐ Each pipeline where hazardous substances are transported through above ground piping is identified at points where confusion could introduce hazards to employees
- ☐ Pipelines are identified by color painting and all visible parts of the line are so identified
- ☐ Color painted bands or tapes identifying pipelines are located at reasonable intervals and at each outlet, valve, or connection
- ☐ Pipelines identified by color, have a color code posted at all locations where confusion could introduce hazards to employees
- ☐ Contents of pipelines identified by name or name abbreviation has information readily visible on the pipe near each valve or outlet
- ☐ Pipelines carrying hazardous substances are identified by tags constructed of durable materials, with the message carried clearly and permanently distinguishable, and installed at each valve or outlet
- ☐ Pipelines heated by electricity, steam or other external source, have suitable warning signs or tags placed at unions, valves, or other serviceable parts of the system

MATERIAL HANDLING

- ☐ There is safe clearance for equipment through aisles and doorways
- ☐ Aisle ways are designated, permanently marked, and kept clear to allow unhindered passage
- ☐ Motorized vehicles and mechanized equipment are inspected daily or prior to use
- ☐ Vehicles are shut off and brakes set prior to loading or unloading

- ☐ Containers, combustibles, or flammables are always separated by dunnage sufficient to provide stability when stacked, while being moved
- ☐ Dock boards (bridge plates) are used when loading or unloading operations take place between vehicles and docks
- ☐ Trucks and trailers are secured from movement during loading and unloading operations
- ☐ Dock plates and loading ramps are constructed and maintained with sufficient strength to support imposed loading
- ☐ Hand trucks are maintained in safe operating condition
- ☐ Chutes are equipped with sideboards of sufficient height to prevent materials being handled from falling off
- ☐ Chutes and gravity roller sections are firmly placed or secured to prevent displacement
- ☐ Provisions are made to brake the movement of handled materials at the delivery end of rollers or chutes
- ☐ Pallets are inspected before being loaded or moved
- ☐ Hooks with safety latches or other arrangements are used when hoisting materials so slings or load attachments don't accidentally slip off the hoist hooks
- ☐ Securing chains, ropes, chockers or slings are adequate for the job to be performed
- ☐ Provisions are made to ensure no one will pass under suspended loads when hoisting material or equipment
- ☐ Material SDSs are available to employees handling hazardous substances

CONTROL OF HARMFUL SUBSTANCES BY VENTILATION

- ☐ The volume and velocity of air in each exhaust system is sufficient to gather the dusts, fumes, mists, vapors, or gases to be controlled, and to convey them to a suitable point of disposal
- ☐ Exhaust inlets, ducts, and plenums are designed, constructed, and supported to prevent collapse or failure of any part of the system
- ☐ Clean-out ports or doors are provided at intervals not to exceed 12 feet in all horizontal runs of exhaust ducts
- ☐ Where two or more types of operations are being controlled through the same exhaust system, the combination of substances being controlled will **not** constitute a fire, explosion or chemical reaction hazard in the duct
- ☐ Adequate makeup air is provided to areas where exhaust systems are operating
- ☐ The intake for makeup air is located so only clean, fresh air, free of contaminants, will enter the work environment
- ☐ Where two or more ventilation systems are serving a work area, operations are such that one system will not offset the functions of the other

EMERGENCY ACTION PLAN

- ☐ An emergency action plan is in place
- ☐ The emergency action plan complies with requirements of T8CCR 3220(a)
- ☐ Emergency escape procedures and routes are developed and communicated to all employees
- ☐ Employees who remain to operate critical plant operations before they evacuate know the proper procedures
- ☐ The employee alarm system that provides a warning for emergency action is recognizable and perceptible above ambient conditions
- ☐ Alarm systems are properly maintained and tested regularly
- ☐ The emergency action plan is reviewed and revised periodically
- ☐ Employees know their responsibilities for reporting emergencies, conduct during an emergency, for conducting rescue, and for medical duties

INFECTION CONTROL

- ☐ Employees are not exposed to infectious agents in body fluids
- ☐ Occasions of potential occupational exposure have been identified and documented
- ☐ A training and information program has been provided for employees exposed to or potentially exposed to blood and/or body fluids
- ☐ Infection control procedures have been instituted
- ☐ Employees are aware of procedures for hand washing, handling sharp instruments, handling of laundry, disposal of contaminated materials, and reusable equipment
- ☐ PPE is provided to employees in all appropriate locations
- ☐ Necessary equipment is provided for administering mouth-to-mouth resuscitation on potentially infected patients
- ☐ Facilities/equipment comply with workplace practices for hand-washing, biohazard, needle containers, and detergents/disinfectants to clean up spills
- ☐ All equipment, and environmental and working surfaces, are cleaned and disinfected after contact with blood or potentially infectious materials
- ☐ Infectious waste is placed in closable, leak proof containers, bags or puncture-resistant holders with proper labels
- ☐ Medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees
- ☐ There is training on universal precautions and PPE
- ☐ There are Hepatitis B vaccinations

ERGONOMICS

- ☐ Work can be performed without eyestrain or glare to the employees
- ☐ Tasks require prolonged raising of the arms
- ☐ Neck and shoulders have to be stooped to view the task
- ☐ Pressure points on any parts of the body (wrists, forearms, back of thighs)
- ☐ Work is done using the larger muscles of the body
- ☐ Work can be done without twisting or overly bending the lower back
- ☐ There are sufficient rest breaks, in addition to the regular rest breaks, to relieve stress from repetitive-motion tasks
- ☐ Tools, instruments and machinery are shaped, positioned and handled so tasks can be performed comfortably
- ☐ Furniture is adjusted, positioned and arranged to minimize strain on all parts of the body

VENTILATION FOR INDOOR AIR QUALITY

- ☐ The HVAC system provides at least the minimum quantity of outdoor air required by the State Building Standards Code, Title 24, Part 2 at the time the building was constructed
- ☐ The HVAC system is inspected at least annually, and problems corrected
- ☐ Inspection records are retained for at least 5 years

CRANE CHECKLIST

- ☐ Cranes are visually inspected for defective components prior to the beginning of any work shift
- ☐ All electrically operated cranes are effectively grounded
- ☐ A crane preventive maintenance program is established
- ☐ The load chart is clearly visible to the operator
- ☐ Operating controls are clearly identified
- ☐ A fire extinguisher is provided at the operator's station
- ☐ The rated capacity is visibly marked on each crane
- ☐ An audible warning device is mounted on each crane
- ☐ Sufficient illumination is provided for the operator to perform the work safely
- ☐ Cranes in which the boom could fall over backward are equipped with boomstops
- ☐ Each crane has a certificate indicating required testing and examinations have been performed
- ☐ Crane inspection and maintenance records are maintained and available for inspection

Scotia Community Services District Staff Report

DATE: August 20, 2015
TO: Scotia Community Services District Board of Directors
FROM: Steve Tyler, Interim District Manager
SUBJECT: SDRMA Insurance Update

RECOMMENDATION:

The Administrative staff recommends that the Board receive a staff report on the SDRMA Insurance Update., and take action at the next Regular Board Meeting on September 17, 2015.

ACTION: None

DISCUSSION:

Administrative Staff requested an insurance quotation from SDRMA, the insurance branch of CSDA, of which SCSD is a current member. Scotia Community Services District's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION

Coverage Limits: \$2.5 Million - July 1, 2015 through June 30, 2016 **\$11,547**

Coverage may be bound upon submitting the following documentation:

- **Adoption of a Resolution** by the Scotia Community Service District Board of Directors **approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability Package Program for an initial 3-year commitment.** Members are eligible for future longevity distributions after satisfying the initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Submission of six (6) years of Property/Liability loss history.
- Completion of the Alliant Crime Policy application.
- Approval by SDRMA's Board of Directors of the Scotia Community Services District's membership in the Property/Liability program. (In the event the Scotia Community Services District requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA CEO is authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.

- Upon receipt of all membership documents, SDRMA will forward a pro-rated invoice for the annualized Property/Liability package program contribution.

This quote is valid for sixty (60) days from the date of the letter, dated August 11, 2015, the quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. **Due on October 11, 2015.**

E-MAIL FROM SDRMA

Hi Leslie,

Thank you for the opportunity to quote the Scotia Community Services District! The attached quotation represents an annual premium for the 2015-16 program year. The annual premium will be pro-rated per coverage dates if coverage is bound mid-year.

In prior correspondence you requested two quotes pertaining to the district's current operations and property assets. Because we have not yet received the required information to quote any property damage coverage, this quote only represents liability and crime coverages within our program. Please reference the attached Program Description for complete coverage details. Once you are able to provide further details regarding the assets that need to be covered we can update the quote or add them to policy for additional premium if coverage has been bound.

In order to bind coverage the attached membership documents must be approved and executed by the Scotia CSD Governing Board before the date coverage can go into effect. Please note we require all original signed documents. If you need to maintain originals for your records, please have two sets signed.

We appreciate your help during the quoting process. Please let us know if you have any questions.

Thank you,

Ellen Doughty

Chief Member Services Officer



Special District Risk Management Authority

1112 I Street, Suite 300

Sacramento, California 95814

T 916.231.4141 or 800.537.7790 F 916.231.4111

www.sdrma.org

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FISCAL IMPACT:

None

August 11, 2015

Ms. Leslie Marshall
Board Clerk
Scotia Community Services District
Post Office Box 104
Scotia, California 95565

Dear Ms. Marshall:

Thank you for the opportunity to provide Scotia Community Services District with this 2015-16 Property/Liability Package Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. We are confident that our Property/Liability Program offers the highest level of protection and service at the lowest possible rate.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. Scotia Community Services District's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION

Coverage Limits: \$2.5 Million - July 1, 2015 through June 30, 2016

\$11,547

SCHEDULED PROPERTY

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$0	0 scheduled structures or contents
Vehicle Inventory	\$0	0 scheduled vehicles
Comp and Collision	\$0	0 scheduled vehicles
Mobile Floater Equipment	\$0	0 mobile equipment items
Trailer Inventory	\$0	0 scheduled trailers

Members can reduce their future year premiums through SDRMA's Credit Incentive Program (CIP). Credit incentives of up to 15% of the contribution can be earned for completion of approved risk management and training programs.

Please be advised that coverage may be bound upon submitting the following documentation:

- Adoption of a Resolution by the Scotia Community Service District Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability Package Program for an initial 3-year commitment. Members are eligible for future longevity distributions after satisfying the initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.

Page 2

- Submission of six (6) years of Property/Liability loss history.
- Completion of the Alliant Crime Policy application.
- Approval by SDRMA's Board of Directors of the Scotia Community Services District's membership in the Property/Liability program. (In the event the Scotia Community Services District requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA CEO is authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.
- Upon receipt of all membership documents, SDRMA will forward a pro-rated invoice for the annualized Property/Liability package program contribution.

We look forward to the Scotia Community Services District's participation in the SDRMA Property/Liability Program. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us toll-free at 800.537.7790. All necessary membership documents will be sent to you upon notification of the District's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

A handwritten signature in blue ink, appearing to read "Ellen Doughty", is written over a light blue circular stamp.

Ellen Mirabal Doughty
Chief Member Services Officer

Property/Liability Package Coverage

Special District Risk Management Authority (SDRMA) offers a straightforward, uncomplicated program for special districts and other public agencies. Coverage documents are broad form manuscript policies written on an "occurrence form" to ensure the highest level of coverage and maximum protection of assets for governmental entities providing municipal services. Established in 1986, this program has a proven reputation for stable, competitive rates, actuarially based fiscal management, and sound underwriting practices. We offer multi-program discounts and also reward members through longevity distributions.

COVERAGE

- General Liability Minimum Limits of \$2.5 Million Per Occurrence (Higher limits available upon request)
- Property Limits \$1,000,000,000 Per Occurrence
- Ancillary coverages are offered on a member-by-member basis
- SDRMA maintains a Self-Insured Retention that is periodically adjusted based on market conditions

CLAIMS MANAGEMENT PROGRAM

SDRMA recognizes that claims management is a critical component and serves as the strength of our risk management program. Under the supervision of Chief Risk Officer Dennis Timoney, property and liability claims are processed, managed and adjusted "in-house". Our primary objective is to positively impact the overall cost of property and liability coverages, as well as provide employees and employers fair and equitable claims management and resolution. SDRMA uses state-of-the-art claims management software to provide an accurate up-to-date status of each claim, loss run reports and financial information. Moreover, SDRMA's role is not to be adversarial, but to create a partnership with its members.

LOSS CONTROL AND PREVENTION PROGRAM

SDRMA believes the key to a successful loss control and prevention program is quality, relevant education. Our members are provided with a variety of loss prevention programs, at no additional cost, including an online certified safety training program, free webinars and training seminars, on-site educational programs (upon request) and access to a library containing more than 200 training videotapes & DVD's.

MEMBERPLUS SERVICES

Members participate in a complimentary safety management program including:

- Personalized On-line Member Resources – MemberPlus Online™
- State-of-the-Art On-line Safety Training - TargetSolutions™
- Loss Prevention Allowance Fund for Reimbursement of Approved Safety Equipment/Training up to \$1,000 per year
- Employment Law Legal Hotline
- On-Site Loss Control Visits and Risk Analysis
- Training Workshops/Webinars (safety, loss prevention)
- Safety, Claims Handling and Risk Reduction Training
- Comprehensive Safety & Risk Management Multimedia Library
- Premium-Reduction Credit Incentive Program (CIP)
- Occupational Safety & Health Program
- Safety & Claims Policy Manual
- Monthly Review of Claims Loss Reports
- Ergonomic Evaluations of Work Areas
- Contract Review and Transfer of Risk Analysis
- DMV Record Review
- Special Events Liability Assistance

RISK MANAGEMENT SERVICES

Property and liability coverage protection is just one component of SDRMA's overall risk management program. Our risk management program includes risk assessment, risk analysis, risk protection (insurance coverage) and loss control. Asset protection for Agency exposures, assisting in preventing future losses, educating Agency staff, monitoring the Agency's regulatory environment and providing the Agency with access to a risk manager are all elements of the overall risk management program.

ELIGIBILITY REQUIREMENTS

SDRMA's eligibility requirements provide that member agencies:

- Must be a public agency formed under the California Government Code
- Execute the SDRMA Joint Powers Agreement
- Commit to an initial three program year member enrollment (thereafter coverage may be renewed annually)
- Maintain annual membership in California Special Districts Association (CSDA)

Please do not hesitate to call Special District Risk Management Authority at 800.537.7790, should you have any questions.

Property/Liability Package Coverage Description

GENERAL LIABILITY

General liability coverage provides protection for claims and losses arising from third-party personal injury, bodily injury and property damages. Coverage includes: subsidence (associated with main leaks and breaks), sudden and accidental release of chlorine, water and wastewater as a completed product (not pollution), failure to supply, sewer overflow/backups, hazardous material loading/unloading, volunteers/employees and inverse condemnation and dam failure liability (by endorsement). There are no general liability policy sub-limits. Defense costs are outside policy limits. Limit: minimum \$2,500,000 per occurrence; no annual aggregate. Deductible: None; \$500 (property damage only) per occurrence.

AUTO LIABILITY

Auto liability coverage protects members from lawsuits for bodily injury and property damages to the public arising out of ownership, maintenance or use of a covered vehicle. Coverage includes: owned vehicles, non-owned and hired vehicles and uninsured motorists. Limit: minimum \$2,500,000 per occurrence; no annual aggregate. Deductible: None (bodily injury); \$1,000 (property damage) per occurrence.

AUTO PHYSICAL DAMAGE

Auto physical damage (comprehensive and collision) provides protection for damage or loss to a member's owned vehicle. Comprehensive coverage includes: fire, theft, vandalism, windstorm, hail, flood, glass breakage, damage caused by riot or civil commotion and damage from hitting or being hit by birds and animals. Collision coverage provides coverage for repair or replacement for like kind, type and condition based on actual cash value. Valuation: Actual Cash Value (ACV) or agreed upon value. Deductible: Member selectable \$250 comprehensive/\$500 collision or \$500 comprehensive/\$1,000 collision per occurrence.

ELECTED OFFICIALS PERSONAL LIABILITY (OUTSIDE COURSE AND SCOPE)

This highly specialized, unique coverage protects elected/appointed officials from claims and settlements arising outside the course and scope of their duties. Coverage includes: invasion of privacy, libel, slander, defamation of character, discrimination, false arrest and malicious prosecution. Limit: \$500,000 per official per year; annual aggregate. Deductible: \$500 per claim.

EMPLOYMENT PRACTICES LIABILITY

Employment practices liability provides coverage for claims and losses arising from "wrongful" employment practices. Coverage includes: wrongful termination, sexual harassment and discrimination. Limit: minimum \$2,500,000 per occurrence; annual aggregate. Deductible: None.

EMPLOYEE BENEFITS LIABILITY

Employee benefits liability coverage for claims and settlements resulting from the negligent administration of employee benefit plans. Limit: minimum \$2,500,000 per occurrence; annual aggregate. Deductible: None.

EMPLOYEE AND PUBLIC OFFICIALS DISHONESTY

Employee and officials fidelity blanket bond provides coverage protection for member losses resulting from fraudulent or dishonest acts committed by employees, volunteers or board members. Coverage includes: larceny, theft, embezzlement, forgery and wrongful misappropriation. Limit: \$1,000,000. Deductible: None.

PUBLIC OFFICIALS AND EMPLOYEES ERRORS AND OMISSIONS

Public officials and employees errors and omissions coverage for any and all wrongful acts by a covered party arising from misfeasance, malfeasance or nonfeasance including any actual or alleged negligent action or inaction, mistake, misstatement, error, neglect, inadvertence or omission. Limit: minimum \$2,500,000 per occurrence; annual aggregate. Deductible: None.

PROPERTY COVERAGE (INCLUDING FLOOD AND MOBILE EQUIPMENT)

Property coverage provided for the replacement cost value of building and contents. Additional extensions provided for accounts receivable, builders risk, business interruption, commandeered property, cost of construction, debris removal, electronic data processing (items not scheduled) extra expense, fine arts (appraised value), flood coverage (annual aggregate), pollution clean-up (related to property loss), personal property of others and valuable papers. Valuation: replacement cost (without depreciation). Limit: \$1,000,000,000, no annual aggregate. Deductible: \$1,000 per occurrence.

CYBER COVERAGE (AVAILABLE ONLY IF PROPERTY OR MOBILE EQUIPMENT IS SCHEDULED)

Cyber coverage includes information security & privacy liability, privacy notification costs, regulatory defense and penalties, website media content liability and system damage and restoration (business interruption from hacking or virus). Members have a \$25,000 deductible per occurrence, a limit of \$250,000 per member per occurrence, an annual aggregate of \$250,000 per member and a sublimit of \$100,000 per member per occurrence for Credit Monitoring (subject to 20% coinsurance).

BOILER AND MACHINERY

Boiler and machinery coverage provides coverage for the "sudden and accidental" breakdown of mechanical and electrical machinery. Coverage includes: expediting expenses, business income, extra expense, spoilage, water damage, ammonia contamination, hazardous substances, error in description and newly acquired property. Limit: \$100,000,000 repair/replacement. Deductible: Varies based on KW/KVA/AMPS, per occurrence.

ANCILLARY COVERAGES

Ancillary coverages are available on a member-by-member basis (such as: pollution liability and earthquake).

CREDIT INCENTIVE PROGRAM

Members are able to reduce their auto and general liability net premiums through Special District Risk Management Authority Property/Liability Credit Incentive Program. Credit incentives up to 15% of the auto and general liability net premium contribution can be earned for completion of approved program criteria guidelines.

This information is provided as a general description only, and is not intended to supercede specific policy documents.
In the event of a conflict in language, the policy(ies) will be the controlling document.

CONTACT INFORMATION:

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RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF (AGENCY NAME HERE) APPROVING THE
FORM OF AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED JOINT POWERS
AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT
AUTHORITY'S PROPERTY/LIABILITY PROGRAM**

WHEREAS, (Agency Name Here), a special district duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), has determined that it is in the best interest and to the advantage of the Agency to participate for at least three full years in the Property/Liability Program offered by the Special District Risk Management Authority (the "Authority"); and

WHEREAS, California Government Code Section 6500 *et seq.*, provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing its members with risk financing and risk management programs; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, participation in Special District Risk Management Authority programs requires the Agency to execute and enter into a Sixth Amended Joint Powers Agreement (the "Amended JPA Agreement"); which states the purpose and powers of the Authority; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Agency is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AGENCY AS FOLLOWS:

Section 1. Findings. The Agency Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the Agency.

Section 2. Sixth Amended JPA Agreement. The Amended JPA Agreement proposed to be executed and entered into by and between the Agency and members of the Special District Risk Management Authority, in the form presented at this meeting and on file with the Agency Secretary, is hereby approved. The Agency Board and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver to the Authority the Amended JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Program Participation. The Agency Board of Directors approves participating for three full program years in Special District Risk Management Authority Property and Liability Program.

Section 4. Other Actions. The Authorized Officers of the Agency are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

Title

Agency Secretary

**SIXTH AMENDED
JOINT POWERS AGREEMENT**

RELATING TO THE

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Adopted August 1, 1986
1st Amended February 5, 1988
2nd Amended March 31, 1990
3rd Amended July 1, 1993
4th Amended February 9, 1998
5th Amended and Restated
- Approved March 24, 2003
- Effective July 1, 2003
6th Amended October 2, 2007

JOINT POWERS AGREEMENT - TABLE OF CONTENTS

Article 1. Definitions	2
Article 2. Purposes	3
Article 3. Parties to Agreement.....	4
Article 4. Term of Agreement.....	4
Article 5. Creation of Authority.....	4
Article 6. Powers of Authority.....	4
Article 7. Board of Directors	6
Article 8. Compliance with the Brown Act	6
Article 9. Powers of the Board of Directors	6
Article 10. Officers of the Authority.....	8
Article 11. Provision for Bylaws	8
Article 12. [Reserved].....	8
Article 13. Coverage Programs.....	9
Article 14. Implementation of the Programs.....	9
Article 15. Accounts And Records	9
Article 16. Services Provided by the Authority	10
Article 17. Responsibilities of Members	10
Article 18. New Members.....	11
Article 19. Withdrawal.....	11
Article 20. Involuntary Termination.....	12
Article 21. Effect of Withdrawal or Involuntary Termination.....	13
Article 22. Termination and Distribution; Assignment	13
Article 23. Enforcement.....	14
Article 24. Nonliability of Directors, Officers and Employees	14
Article 25. Provisions Relating to CSDA	14
Article 26. Notices	15
Article 27. Amendment.....	15
Article 28. Prohibition Against Assignment.....	15
Article 29. Agreement Complete	15
Article 30. Counterparts.....	15
Article 31. California Law	15
Article 32. Severability	15
Article 33. Effective Date	15

**SIXTH AMENDED JOINT POWERS AGREEMENT
RELATING TO THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THIS SIXTH AMENDED JOINT POWERS AGREEMENT (the “Agreement”) is made and entered into by and among the public agencies (the “Members”) organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the “Act”) provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers’ Compensation liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the “Programs”) for members of the California Special Districts Association (“CSDA”); and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so; and

WHEREAS, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the “Original JPA”), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

WHEREAS, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority (“Authority”) and Special District Workers Compensation Authority (“SDWCA”), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1. Definitions. The following definitions shall apply to the provisions of this agreement:

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

“Alliance Executive Council” means the council organized pursuant to the MOU.

“Assessment” means an additional amount, in addition to the Member’s or Former Member’s original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

“Authority” shall mean the Special District Risk Management Authority created by the original version of this Agreement.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Bylaws” means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

“Chief Executive Officer” shall mean that employee of the Authority who is so appointed by the Board of Directors.

“Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

“Contribution” means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

“Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

“CSDA” means the California Special Districts Association.

“District” shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

“Duly Constituted Board Meeting” shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

“Estimated Contribution” means the amount which the Board of Directors estimates will be the appropriate contribution for a Member’s participation in a Program for a Program Year.

“Excess or Re-Insurance” shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

“Fiscal Year” shall mean that period of twelve months which is established as the fiscal year of the Authority.

“Former Member” shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

“Joint Protection Program” means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

“Member” shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

“MOU” means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

“Program” or “Programs” means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

“Program Year” shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

“Retained Earnings,” as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

“SDWCA” means the Special Districts Workers Compensation Authority, and its successors or assigns.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers’ compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be

accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the “Authority”), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party’s intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority. (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) 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;

- (2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.
- (3) 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;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- (5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (6) 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
- (7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- (8) to employ agents and employees, and/or to contract for such services;
- (9) 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;
- (10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- (11) to sue and be sued in its own name;
- (12) 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; and
- (13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;

- (b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;
- (c) to contract for, develop or provide through its own employees various services for the Authority;
- (d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (e) to receive and act upon reports of committees and from the Chief Executive Officer;
- (f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (h) to fix and collect Contributions and Assessments for participation in the Programs;
- (i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;
- (j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;
- (k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;
- (l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;
- (m) to establish policies and procedures for the operation of the Authority and the Programs;
- (n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;
- (o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

- (p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;
- (q) to transact any other business which is within the powers of the Board of Directors;
- (r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;
- (s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;
- (t) to exercise general supervisory and policy control over the Chief Executive Officer;
- (u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and
- (v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 11. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 12. [Reserved].

Article 13. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

Article 14. Implementation of the Programs. The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

Article 15. Accounts And Records.

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

Article 17. Responsibilities of Members. Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

Article 19. Withdrawal.

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

- (ii) The Member submits a written withdrawal notification in accordance with the Bylaws;
 - (iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.
- (B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and
- (i) It has participated in such Joint Protection Program for at least three (3) full Program Years;
 - (ii) it is a participant in another Joint Protection Program; and
 - (iii) the Member submits a written withdrawal notification in accordance with the Bylaws.

(C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.

(D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

(E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.

(F) Withdrawal of one or more Members shall not serve to terminate this Agreement.

(G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

Article 20. Involuntary Termination.

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the

discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

Article 21. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and 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 any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 22. Termination and Distribution; Assignment.

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 23. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24. Nonliability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 25. Provisions Relating to CSDA. It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority

may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

Article 26. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 27. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 28. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

Article 30. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

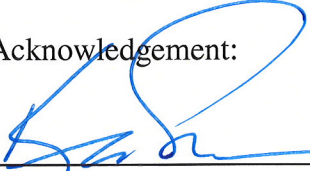
Article 31. California Law. This Agreement shall be governed by the laws of the State of California.

Article 32. Severability. Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 33. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Acknowledgement:



Ken Sonksen, President
Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Oct 2, 2007
Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.



James W. Towns, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Oct. 2, 2007
Date

EXECUTION BY MEMBER

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name:_____

By:_____ President

By:_____ Clerk

Date:_____

EXECUTION BY AUTHORITY

The Special District Risk Management Authority (the “Authority”), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

_____.

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

By:_____
David Aranda, President
Board of Directors

Date:_____

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
COMMERCIAL CRIME
INSURANCE APPLICATION**

For Agency Use Only

Producer Name: _____

Producer Number: _____

Office: Newport Beach

Note: Please complete one questionnaire for each legal entity to be insured.

Applicant: _____

Complete Named Insured:	_____ _____ _____ _____ _____
-------------------------	---

Insured Address: _____
For overnight mail _____
(No P.O. Box) _____

Mailing Address: _____
☐ Same as above _____

Contact: _____ Title: _____
Phone: () - Ext. _____ Fax: () - _____
email: _____

• CURRENT COVERAGE •

Total Limit: \$ _____ Deductible: \$ _____ Policy Expiration Date: ____ / ____ / ____

• OPTIONAL QUOTATIONS •

Limits Requested:	\$ 1,000,000 <input type="checkbox"/>	Deductible:	\$ _____
	\$ _____		\$ _____
	\$ _____		
	\$ _____		

• RENEWAL INFORMATION REQUIRED •

Description of Operations:	_____ _____		
Type of Entity to be Insured:	<input type="checkbox"/> Municipality <input type="checkbox"/> District Hospital <input type="checkbox"/> Special District	<input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Other (please specify) _____	
Total Number of Employees (Break down as follows): Full Time: _____ Part Time: _____ Elected/Appointed Officials: _____ Volunteers: _____			
Number of Employees who actually handle, have access to or maintain records of money, securities or other property: _____			
Number of Locations where all employees are located: _____			
Total Revenues: \$ _____		Total Assets: \$ _____	Net Income or Revenue: \$ _____
Total Fund Equity (Total Assets – Total Liabilities): \$ _____			
Have any control recommendations been made by your CPA in the past 2 years? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, provide a list and explain): _____ _____			

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY COMMERCIAL CRIME INSURANCE APPLICATION

Note: Please complete one questionnaire for each legal entity to be insured.

Have any control recommendations made by your CPA within the last 2 years NOT been implemented?
Yes ☐ No ☐ If yes, explain _____

Do you have separation of duties over wire fund transfer procedures (i.e. the same person does not authorize and execute the transfer?) ☐ Yes ☐ No If no, explain _____

Are any bank deposits or accounts reconciled on a monthly basis by someone NOT authorized to deposit or withdraw? ☐ Yes ☐ No If no, explain _____

Do you have counter signature on all checks? ☐ Yes ☐ No If no, describe alternate procedures: _____

Is an authorized vendor list utilized? ☐ Yes ☐ No
Are your procedures designed so that no single employee can control a transaction from beginning to end (i.e. approve a voucher, request and sign a check?) ☐ Yes ☐ No If no, explain _____

Do you have any employees on staff who act as internal claims adjuster? ☐ Yes ☐ No
If yes, please attach an explanation of the internal controls over the establishment of claims files and issuance of claims settlement checks.

Please list any changes or revisions to your audit or internal control procedures during the last 12 months.

Has the Insured had any Commercial Crime losses in the last six (6) years? ☐ Yes ☐ No
(If yes, please provide details): _____

Please provide the latest annual financial statement and CPA Memorandum on Internal Controls if excess limits are being purchased.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

The undersigned authorized officer/manager of the applicant declares that the statements set forth herein are true. The undersigned authorized officer/manager agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will, in order for the information to be accurate on the effective date of the insurance, immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorizations or agreements to bind the insurance

Signing of this application does not bind the applicant or the insurer to complete the insurance, but it is agreed that this application shall be the basis of the contract should a policy be issued.

All written statements and materials furnished to the insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

Signed _____
(Applicant)

Title _____

Date _____

**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 Fifth 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 or other Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in at least one 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 be mailed, no less than thirty (30) calendar days prior to such meeting, written notice of the time, place and tentative agenda of the meeting, in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) (the "Brown Act"). The notice 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 accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.

- c. 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;
- d. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- e. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- f. 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
- g. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- h. to employ agents and employees, and/or to contract for such services;
- i. 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;
- j. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- k. to sue and be sued in its own name; and
- l. 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.

With respect to the election to be held in 2005, the terms of all nine members of the initial Board of Directors (following adoption of the Agreement) shall terminate upon the certification of the election results. In such election, the seven candidates receiving the most votes will be elected to the board, with the four (4) directors receiving the most votes elected to 4-year terms, and the remaining three (3) directors elected to a 2-year term that will terminate December 31, 2007. Prior to December 31, 2007, an election will be held to fill the positions terminating on that date, which positions shall thereafter automatically and permanently become four-year positions. In the event of a tie, the election to the Board, and/or the designation of a 4-year or 2-year position, shall be determined by a coin flip to be conducted by the Chief Executive Officer.

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 either at the Annual Meeting or by mail-in (absentee) ballot, 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 shall have the option to conduct the election of directors to serve on the Board of Directors by all-mail ballot. In the event the Board of Directors decides to conduct the election of directors to serve on the Board of Directors by all-mail ballot, written notice of the use of an all-mail ballot for election to the Board of Directors shall be sent by certified 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 by certified mail, return receipt requested, to each Member no later than forty (40) days prior to the date scheduled for such election. Said mailed ballot shall indicate that each Member may return the ballot by certified mail 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 web site.

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. A minimum of one (1) standing committee for the Workers Compensation Program and one (1) standing committee for the Property/Liability Program shall be appointed. 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/Risk Manager

The Board shall appoint a Chief Executive Officer/Risk Manager who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer/Risk Manager shall be paid by the Authority.

The Chief Executive Officer/Risk Manager 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/Risk Manager 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/Risk Manager 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/Risk Manager 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 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 the amount of excess insurance 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**

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. 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. 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.

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**

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 modifications.

5. Distribution of Retained Earnings

Any Retained Earnings 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 Retained Earnings 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 co-mingled 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. Subrogation

In the event of any payment by the Authority, the Authority shall be subrogated to all rights of recovery therefor of the participating Member against any person or organization, and the participating Member shall execute and deliver such instruments and papers, shall do whatever else is necessary, to secure such subrogation rights in the Authority, and shall do nothing to impair such rights.

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

A Member may be involuntarily terminated from a Program or the Agreement for any one of the following reasons:

- 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. Failure to maintain membership in CSDA.
- d. Based on a Member's loss experience where the Authority Board of Directors has determined it to be detrimental to the stability of the pool, and as set forth in the policies and procedures.
- e. Dissolution of a Member.

3. 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.

4. 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 Retained Earnings 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.

5. Continued Liability

Upon withdrawal or involuntary termination of a Member, 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 these Bylaws.

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 assets of the General Liability and Property Damage 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 of 1986 and continuing throughout said Members period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessor 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 to 1982 and continuing throughout that Members participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessor 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 operated by the Authority at the time of termination its pro rata share of the 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 remaining assets of that Program. A Member's pro rata share of the 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; Officers

In the event the 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 four members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two 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. The Bylaws dated as of July 1, 2003 shall not be effective until the Board of Directors of SDWCA have voted to dissolve SDWCA.

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.

* * * * *

Approved:

A handwritten signature in purple ink, appearing to read "David Aranda", is written over a horizontal line.

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

July 1, 2003

Date

Attested:

AYES: 9

NOES: 0

ABSTAINED: 0

ABSENT: 0

A handwritten signature in blue ink, appearing to read "James W. Towns", is written over a horizontal line.

James W. Towns, ARM, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Actions Required to Secure Membership in the Special District Risk Management Authority Property/Liability Program

- ☐ **Attachment One:** Adoption of A Resolution of the Board of Directors Approving the Form of and Authorizing Execution of a Sixth Amended and Restated Joint Powers Agreement and Authorizing Participation in the Special District Risk Management Authority Property/Liability Program. Please note, the Board President/Chairperson or an Agency staff member with signature authorization must sign this document.
- ☐ **Attachment Two:** Execution of the Sixth Amended and Restated Joint Powers Agreement Relating to the Special District Risk Management Authority. Please note, the Board President/Chairperson or an Agency staff member with signature authorization must sign this document.
- ☐ **Attachment Three:** Completion of the Crime Policy Application for SDRMA for employee and public officials' fidelity blanket bond. The General Manager or another financial administrative staff member should complete and sign this application.
- ☐ **Attachment Four:** Please submit six years of detailed loss history including years 2009-2015. If six years are not available, please provide on Agency letterhead an explanation as to why the loss runs are not available and/or an indication of all known losses. If the Agency has no losses, please provide on Agency letterhead a no known losses letter indicating such for this six-year period.
- ☒ **Attachment Five:** By-Laws of Special District Risk Management Authority. No action required as this item is for the Agency's review and file.

Please complete and return all items to:

Ellen Doughty or Wendy Tucker
Special District Risk Management Authority
1112 "I" Street, Suite 300
Sacramento, California 95814

Premium and Payment Terms

Special District Risk Management Authority's property and liability program policy period for all accounts is July 1 through June 30. Upon receipt of the Agency's membership documents, SDRMA will forward a pro-rated invoice. Payments are due upon receipt of the invoice.

New Member Packet

Each member will receive a new member packet containing SDRMA membership contact information and a certificate of coverage. Additionally, once the Agency's membership documents have been processed, a copy of the fully executed Sixth Amended and Restated Joint Powers Agreement will be forwarded for your files.

Loss Prevention Program

Upon securing membership in SDRMA, the Agency will be contacted by SDRMA's Safety and Loss Prevention staff to schedule a comprehensive on-site safety analysis by a certified safety professional, at no additional cost to the member. This value-added service is intended to take a proactive approach to loss prevention, claims education and management. Should you have any questions regarding our safety and loss prevention program, please contact our Chief Risk Officer Dennis Timoney at 800.537.7790

Please do not hesitate to call Ellen Doughty or Wendy Tucker at 800.537.7790, should you have any additional questions. For more information regarding SDRMA services, please visit our website at www.sdrma.org.

Scotia Community Services District Staff Report

DATE: August 20, 2015
TO: Scotia Community Services District (SCSD) Board of Directors
FROM: Tracy M. Boobar, Special Counsel and Steve Tyler, IDM
SUBJECT: Letter to Accept Town of Scotia LLC (TOS) Funds, and Humboldt County Auditor Account for Scotia Community Services District

RECOMMENDATION:

The Administrative staff recommends that the Board review and consider approval of the Letter to Accept TOS Funds and Deposit Slip.

ACTION:

Consider approval of Letter to Accept TOS Funds, and request check from TOS for SCSD office setup and contingency funds using the provided Letter and Deposit Slip.

DISCUSSION:

Please review and accept the Letter to Accept TOS Funds, which delineates terms of acceptance of funds, to be submitted along with the request for funds from TOS.

The Humboldt County Auditor's Office has set up a general fund account for the SCSD (Account #2660). Funds may be deposited to this account using a Humboldt County Auditor's Office Deposit Slip. For initial funding staff recommends that the Board of Directors request a check(s) from TOS for SCSD office setup funds in the amount of \$20,000 and contingency funds in the amount of \$135,000, for a total of \$155,000. This check(s) would be attached to the attached deposit slip and submitted to the County Auditor's Office.

With the adoption of the Final Budget, a list of accounts will be finalized and conveyed to the County Auditor's Office, and the TOS check(s) will be deposited into the appropriate accounts. District expenses will be paid using a claim form that must be approved by an authorized SCSD Representative, per the SCSD Purchasing and Procurement Policy, which is currently being developed and finalized for Board approval in September.

FISCAL IMPACT:

The funding of Scotia Community Services District Account #2660 in the total amount of \$155,000.

Attachments: Letter to Accept TOS Funds

Humboldt County Auditor's Office Deposit Slip

LAW OFFICES OF
NANCY DIAMOND

Nancy Diamond
ndiamond@ndiamondlaw.com

Tracy M. Boobar
tboobar@ndiamondlaw.com

822 G Street, Suite 3
Arcata, California 95521
Telephone: 707-826-8540
Facsimile: 707-826-8541

August 20, 2015

Town of Scotia, LLC
P.O. Box 245
Scotia, CA 95565

Re: Acceptance of Initial Funds

Dear Mr. Frank Bacik,

On behalf of the Scotia Community Services District, this letter is to request the transfer of the initial contingency and start-up funds described in LAFCo's Resolution 10-09 Formation of the SCSD and Conditions of Approval, Attachment C: "[t]he following will be transferred from TOS to the SCSD: a start-up fund of \$20,000 for initial office set-up and initial costs [and] an initial CSD contingency fund of \$135,000."

Both parties understand that a period of 3-6 months shall occur between the time at which services are first provided by the SCSD and the availability of adequate funds from the payments of those customers. It should be noted that both parties are aware of the additional requirement of "ramp-up" funds or funds to be provided by TOS in concert with a transitional agreement. Acceptance of these initial funds does not limit the expectation of future funds nor does it imply acceptance of any terms, conditions or agreements.

The requested funds include the \$135,000 initial contingency fund and the \$20,000 initial office start-up fund. The funds may be provided via cashier's check made payable to Scotia Community Services District and may be delivered to the SCSD at your earliest convenience.

Yours very truly,

Tracy M. Boobar

TMB/

DEPOSIT SLIP

Date: August 20, 2015
 Department: Scotia Community Services District
 Accounts Payable
 P.O. Box 104 Scotia CA 95565



<i>ORG. KEY</i>	<i>ACCT. NO.</i>	<i>AMOUNT</i>	<i>CHECK NO.</i>	<i>EXPLANATION</i>
2660000	804000	\$20,000.00	_____	contribution of capital CSD Office
2660000	804000	\$135,000.00	_____	contribution of capital Contingency Fund
TOTAL DEPOSIT:		\$155,000.00		

Prepared by: Leslie Marshall
 (707) 506-3030 / (707) 825-8260
infoscotiacsd@gmail.com / lesliem@planwestpartners.com

Scotia Community Services District Staff Report

DATE: August 20, 2015
TO: President Rick Walsh and Respected Board Members
FROM: Scotia CSD Contract Staff - Planwest
SUBJECT: Services Billing

RECOMMENDATION:

Receive and file

DISCUSSION:

The District will need the capacity to record service use (water consumption, wastewater treatment etc.) prepare and distribute service bills, collect and deposit payments and track all these activities in a format suitable for audits. Staff has contacted two companies for service information: WaterWorks and MuniBilling. Service overviews are provided below with company brochures attached to this staff report. MuniBilling is scheduled to provide a web based demonstration at the meeting.

WaterWorks

The WaterWorks marketing representative staff contacted felt that the District would only need their entry level product which is charged at \$99 a month. It is online and all customers can receive both email or print bills. Their marketing staff describes their billing process as very simple and feel District customers and District staff will as well. WaterWorks add the customers, the meter numbers and the rates into the system maintained for the District.

WaterWorks services include formatting District bills with logo and contact information. They confirm the water price plans are setup correctly, then have the District meter reader to enter the meter readings at the end of each month. Customers have the ability to pay via credit card on line in the WaterWorks customer portal or the District can accept cash or check if they prefer. WaterWorks also offers reporting for audit purposes. WaterWorks Features noted in attached brochure include: customer relationship management (CRM); Customer Service; Customer Portal; Cloud Based software; and email bill distribution.

MuniBilling

MuniBilling Features include: An online customer portal as a standard feature allowing customers to set up an online account to: View their current balance; billing and payment history; Sign up for E-billing; set-up recurring payments (if applicable); find contact and additional information. They offer unlimited free software updates automatically applied, and, a free meter reading mobile application for a mobile device with an Internet connection allowing meter reader to type readings into the device, then data is automatically synced to MuniBilling, allowing for immediate MuniBilling review.

BUDGET/FISCAL IMPACT:

There is a monthly fee for each service.

ATTACHMENTS: WaterWorks and MuniBilling Brochures

MUNIBILLING

UTILITY BILLING SOLUTIONS

the Complete Utility Billing Toolkit
Software Overview

(800) 259-7020
SALES@MUNIBILLING.COM

WWW.MUNIBILLING.COM

MuniBilling was founded with one main premise: to make utility billing easy and affordable. Years later, we now help service providers across the U.S. and Canada bill and manage their customers using one comprehensive toolkit.

BILLING SOLUTIONS

Our software can be used for a wide variety of purposes, no matter the size of your entity. Some of our most common use cases are outlined below.

Water Billing By integrating your meters with our system, you can easily bill for actual water consumption.

Sewer Billing Use water meter information to bill for sewer, or bill flat rate.

Trash Billing Bill for trash on a monthly, quarterly, or annual basis.

Gas and Electricity Billing Any metered utility can be billed with MuniBilling.

HOA Fees and Other Charges Easily add HOA fees, maintenance fees or other standard charges to your bills to provide your customers with a comprehensive bill for all services. Choose during each billing cycle the items to include if not all items are billed on the same frequency.

Property Management Property management companies use MuniBilling to provide billing services to multiple communities or areas. MuniBilling keeps your communities completely separate while making it easy to switch between them with just a few clicks. On-site managers too have access to the system which allows them to have access to real time data.

Rental Community Billing Manage an entire rental community or even groups of communities easily. Bill for rent, fees, utilities or other services, any time in recurring intervals. Prepare work orders for repair and maintenance items giving you a complete history of all work performed at the individual locations.

Other Items If you don't see it on the list above, call and ask. We will discuss the requirements and specifics of any billing to analyze if MuniBilling will meet your needs.

CUSTOMER SUPPORT

Our support team is ready to answer your questions Monday through Friday, 8am to 8pm Eastern Time. We want to ensure your success with MuniBilling, so there are never additional costs for customer support.

ROADMAP TO MUNIBILLING

Here's the breakdown of how we get our new customers up and running, from you learning about us to your first billing cycle.

1. DEMONSTRATION AND Q&A

Contact us to schedule a free demo of our software. Demonstrations are done simultaneously online and over phone using screen-sharing technology. Any questions that come up can be answered during the demo.

2. PRICING

Once we have a full understanding of your billing needs, you will receive a price quote.

3. DATA EXTRACTION AND PREPARATION

We will help you to extract all of your customer and billing data from your old system if needed. We will then prepare the data for conversion to MuniBilling and upload it to our system.

4. LAUNCH

After your data is loaded into MuniBilling, a member of our support team will take you through a review of the program. This allows you to view your account information and become comfortable navigating around the program. Our staff will then schedule times when they will work with you as you use different functions in the program. We find it works best to split the training into multiple sessions to allow you to focus on each task (Billing, Receiving Payments, Late Fees, etc.)

5. ONGOING SUPPORT

Our support team is available 12 hours a day, Monday through Friday. Whenever questions come up, we will be ready for your email or call.

BENEFITS OF THE CLOUD

cloud computing (*n*): the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

- ✓ Your data is accessible from any computer with an internet connection.
- ✓ Never worry about computer crashes losing your data.
- ✓ We update the software very frequently, at no extra cost to our customers.
- ✓ Your data is backed up automatically.
- ✓ No hardware purchases or software installations.
- ✓ You always have the most current version of the software.

KEY FEATURES

Some of the features that make MuniBilling the comprehensive utility billing toolkit.

CUSTOMER PORTAL

The online customer portal is a standard feature that will divert many phone calls and office visits from your customers online. By creating an online account, your customers will be able to:

- View their current balance.
- View their billing and payment history.
- Sign up for E-billing.
- Set-up recurring payments (if applicable)
- Find contact and additional information.

FREE METER READING MOBILE APPLICATION

Don't have a meter reading device? We offer a free meter reading mobile 'app' to make meter reading easy and affordable. All you need is a mobile device with an Internet connection. As your meter reader travels the route and types readings into the device, data is automatically synced to MuniBilling, allowing for immediate review in the office.

UNLIMITED FREE UPDATES

Our engineering team is constantly improving our product and releasing new updates, free of charge to our customers. These updates are automatically applied, meaning you never have to download software or buy new hardware.

METER INTEGRATION

MuniBilling integrates with all meter manufacturers and meter reading devices to make billing simple and historical records easy to find. Import readings from your sub-meters with just a few clicks to quickly bill each period. Compound, negative, and irrigation meters are all handled. Even if your consumption data comes from another entity, we will help you import and integrate the data to bill for whichever utility you provide. We also integrate with custom systems without any extra programming.

VALUE ADDED SERVICES

Along with our host of standard features, MuniBilling offers value added services to take additional work out of your office, and provide additional savings. Pricing varies significantly and is based on the size of your entity and your exact needs. These services are provided by our partners, who we work closely with to ensure efficiency, accuracy, and complete customer satisfaction.

Discounted Bill Printing

Instead of printing, stuffing and mailing your bills, send an electronic file to our bill printer. You will receive an electronic proof of the bills before they are sent out.

Lockbox Services

Have your customers send payments directly to the bank for automatic processing. Payments will be directly deposited into your bank account, and the customer's MuniBilling account will be automatically updated.

Online Payments

Take credit card and e-check payments online or over the phone. Set up automatic, recurring payments, or take one-time payments. Your customers can make payments 24/7 at your unique Customer Portal.

PROFESSIONAL SERVICES

We work closely with you to analyze all of your requirements and make your transition to MuniBilling seamless. We will review all of your data to prepare it for loading into to our system. We currently offer a variety of custom programming and third party software

- Accounting software, including QuickBooks, Pontem, and more.
- Geographic Information System (GIS) software.
- Meter reading software, including Master, Hersey, Badger, and more.
- Property management software.
- Other custom programming work as needed.

OTHER TOP FEATURES

More standard features that our customers use everyday.

E-Billing

Eliminate postage costs by sending your bills via email. Send individual bills, or in batches. Immediately see if the bill was successfully delivered.

Data Reporting

Generate data reports with just a few clicks.

Service Orders

Create, track, and print service orders for individual accounts.

Data Integration

Import bills, payments, balances and other data from another entity.

Landlord & Tenant accounts

Manage customers that own multiple properties, and the tenants that live in them.

Customer Management

Every feature you need to manage your customers.

CONTACT US TODAY AND SCHEDULE A FREE DEMO!

(800) 259-7020 SALES@MUNIBILLING.COM



WaterWorks

Water Billing Software

Free or Paid version in the cloud

waterworksllms.com

Meter Reading

We enable Automated billing feeds utilising standard meter formats , we also provide for manual meter entry for those preferring to add their usage reads one at a time. We cater for initial, actual, estimate and final reads rounding out everything you need to ensure your meter data is available for billing.

Rating

From Simple flat rate billing of water through to stepped rate and then time of use rating of electricity and other metered services we can take the complex and really simplify it for you. We also rate data from internet and telephone calls and electricity giving you scope for offering wider services creating more revenue and growth opportunities.

Billing

Our rating process is now fine tuned to a 4 step process. It is presented as a Wizard taking you through step by step, making it as simple as possible to get it right first time. Once complete you can view your bills and make sure the values look right before committing them and hitting the "EMAIL NOW" button. If you are not happy with them and want to make changes just hit the rollback button and start the 4 step wizard again.

Invoicing

HTML invoices are beautiful and don't cost anything to send out, unlike post which starts at over 30cents a customer. over 85% of americans have email so before you say oh our customers want post mail, sample the customers that call in you may be surprised how many prefer email. now you can give it to them. Collect your customers email addresses when ever you are in contact with them so you are prepared. You can even have charts and advertising spaces on your bill.

Reminders

Some customers are conditioned to pay on time , others need to be reminded. We provide template automated reminder treatments customised to suit your style and message. Presented by email and SMS it can give your slow payers a bit of a hurry on so you can collect your money and pay your own water bills and staff wages etc.

Customer Portal

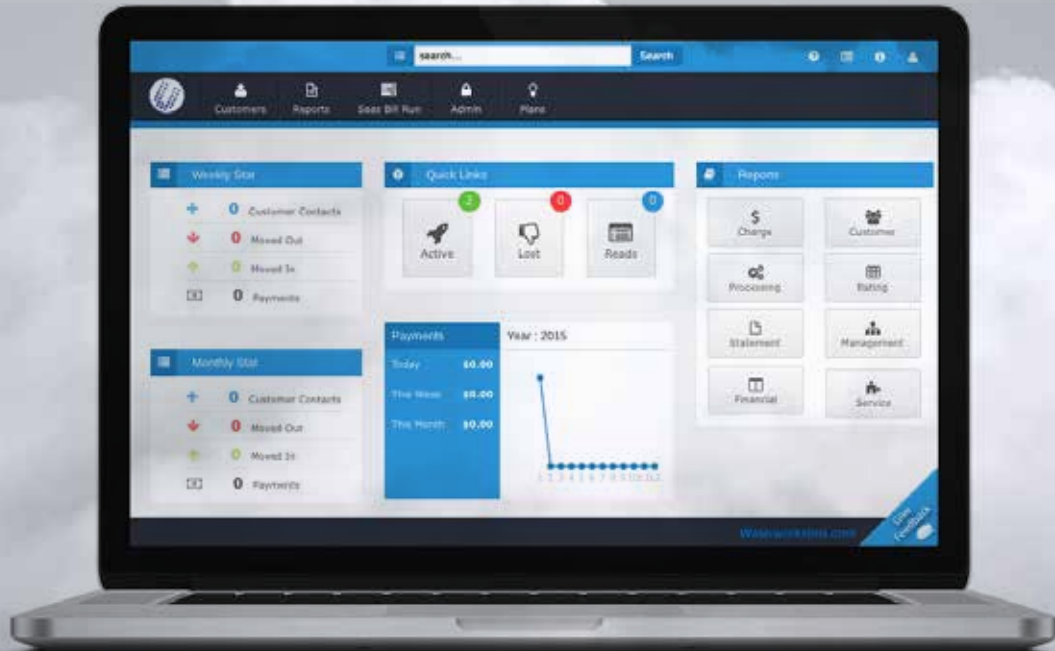
Customers want self service, why pick up a phone if you can do the same task over the internet, you like make this choice yourself every month. We provide a customer portal with a range of functionality which takes tasks from being manual and requiring someone on the phone to enabling the customer to take advantage of "Self Help" so they can help themselves. Making everyone happy and more efficient

Management

Management often want dashboard and monthly or quarterly reporting so they can understand at a top level how the business is performing. We provide aged receivables, reports on revenue, collections, meter readings, customer reports and more. Impress your board with our reporting capabilities.

Ongoing Improvement Program

With a growing team of both staff and customers we are constantly improving our service. Waterworks provides innovation in a stagnant industry of water billing. We get our customers involved in the innovation program to ensure we are moving in the same direction you are. Choosing us is choosing a platform that will grow and evolve with you.



Use Waterworks to build a better water business

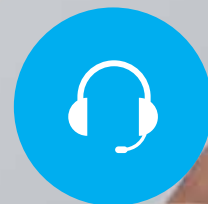
Many manual processes make the water business a very challenging game. The move to Waterworks in the cloud will see you automate so many of your tasks that today are manual. Invoices, reminders and even payments can run while you sleep



Complete
Billing



Bulk Invoice
Generation



Excellent
Support

Sign up online and start billing

waterworksims.com

No more IT Support

- No Servers to support – its in the cloud
- No security to worry about – we secure it in our data centers
- No antivirus to manage
- No Local PC install
- No Network Headaches
- No compatibility issues with windows versions
- Runs on any browser works on MAC



iPhone Meter Apps

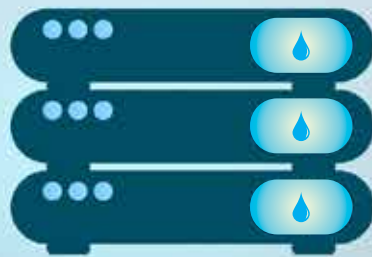
**WATERWORKS
CUSTOMERS &**



**Meter Reading
tools for tablets**



Impress your customers



- Available anywhere you can get internet
- Bills are available on line – no need to print them anymore
- Customer portal
- Pay bill online
- View usage profiles
- Submit meter readings
- Move in and out online
- Pay by phone using touchtone phone
- Email Reminders
- SMS Reminders
- Good looking invoices

BENEFITS ALL YOUR TEAM TOO

Waterworks Features



Powerful CRM

Find and keep track of your customers , your meters and your payments in one convenient location accessible over the internet and on your browser. Get to know your customers better.



Excellent Customer Service

Improve your customer Service with all your information right at hand. When a customer calls in and is validated turn them over quickly with great customer service.



Customer Portal

Let new customers sign up on line , view and pay bills and much more. Ultimately reducing calls in to your call centre or helpdesk making your business more efficient. Great way to reduce call queues and impress your board of directors at month end.



Collect your Money fast !

Water Utilities have history of poor collections. Our best utility reports between 95-95% collection rate thanks to good practices and using the Waterworks system.



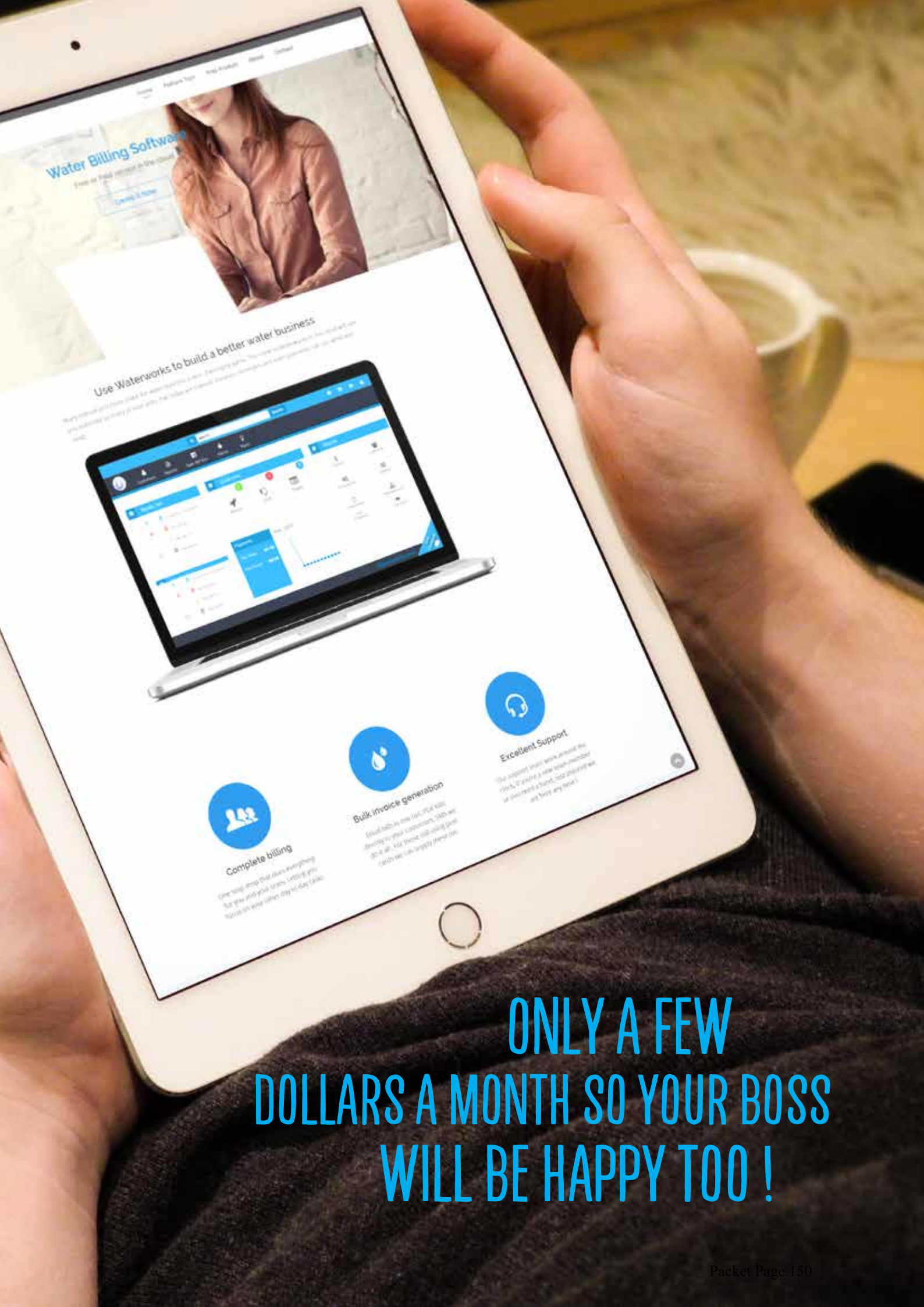
PC , Mac, iPad or any browser

Cloud Based you can run this on any browser, anywhere – take back your life after hours. Our PC based version of Waterworks remains supported if you're Cloudphobic or not internet connected.



Email your bills to customers

Email your customised bills, reminders and collections notices automatically.. we do the thinking for you. For those using the local installation product we provide a wide array of paper for your printing needs including postcard formats.



Water Billing Software

Free or trial version in the cloud

Learn More

Use Waterworks to build a better water business

Waterworks gives you the tools for water utilities to grow their business. You can manage your water business online and use the software to help you grow your business. You can manage your water business online and use the software to help you grow your business.



Complete billing

One bill that does everything for you and your utility. Sending you bills on your terms day-to-day (like).



Bulk invoice generation

Email bills to new customers. We'll do the work for you. We'll do the work for you. We'll do the work for you.



Excellent Support

Our support team will be there for you. If you need a new user, we'll be there for you. If you need a new user, we'll be there for you.

ONLY A FEW
DOLLARS A MONTH SO YOUR BOSS
WILL BE HAPPY TOO !



User Experience

More than ever we focus our development on providing a system that is pleasing on the eye and functionality that applies the principles of common sense. This means new starters get up and running very quickly thanks to intuitive design – an element we are very passionate about.



Web and Mobile Development

Your customers now demand access to their data online. Waterworks provides a number of ways to enable customers access to view their usage, pay their bills and complete all the highly repetitive tasks that many still do manually or over the phone. A key strategy in 2015 is focusing on the customer engagement and further simplifying the customer Self help portal and mobile Apps.



Implementation Strategy

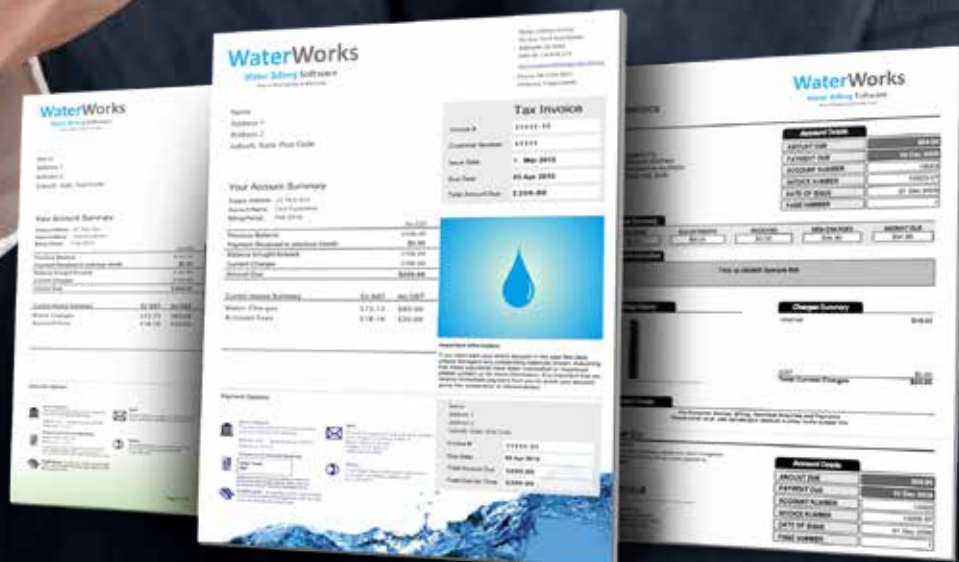
Joining Waterworks and importing your existing customer data is very straight forward. We have a number of great import tools which simplify the process of transitioning. Furthermore should you decide you'd like our help we can project manage this import and transition process for you. We have a support team of over 50 staff on the ready for you.



Invoice Design

With the introduction of HTML bills we now offer a wide range of creative invoices for you to distribute to your customers. Given the fact invoices are the most common way you will interact with your customer, this is becoming increasingly valuable. html and PDF bills don't cost anything to send to your customers, so you don't have to worry about the size and presentation that has surrounded the Postcard style bills traditionally. This allows for high featured bills with beautiful analytics and great way to impress your customer.

WE ARE A DEDICATED COMPANY FOCUSED ON
DELIVERING ONLY THE BEST RESULTS FOR OUR CLIENTS.



MEET THE TEAM THAT TURNS IDEAS INTO REALITY

FREE SIGNUP at **waterworksims.com**
and be live and billing in
just a few minutes.

WaterWorks

United States: 1800 227 5128

Email: sales@waterworksims.com

Follow us



[waterworksims.com](https://www.waterworksims.com)

**Scotia Community Services District
Staff Report**

DATE: August 20, 2015
TO: President Rick Walsh and Respected Board Members
FROM: Steve Davidson, District Engineer
SUBJECT: User Fee and Benefit Assessment Analysis Workshop Scenarios Update

RECOMMENDATION:

Board to receive a verbal update, with possible handout, from Steve Davidson on the User Fee and Benefit Assessment Analysis Workshop Scenarios Update.

DISCUSSION:

Steve Davidson to update Board

BUDGET/FISCAL IMPACT: None