



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, October 20, 2016
Regular Meeting at 5:30 P.M.

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 of Minutes from Previous Meetings

September 22, 2016

October 6, 2016

- D. **PUBLIC COMMENT & WRITTEN COMMUNICATION**

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. Comments should be limited to three minutes.

- E. **PUBLIC HEARING - NONE**

- F. **BUSINESS**

F1. New Business –

- a. Draft Financial Management Policy**

F2. Old Business – None

- a. Draft Parks and Recreation Ordinance**
b. Insurance ACWA and SDRMA Quotes

- G. **REPORTS**

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

1. **President's Report:** CAO Meeting Report
2. **Board Director Reports:**
3. **Interim Manager's Report:** County Update and Transition Agreement
4. **Special Counsel's Report:**
5. **Engineer's Report:**
6. **Fire Chief's Status Report:** Quarterly Report
7. **Board Clerk Report:** Gone next month November 14-16, possibly 17th. Move Regular Meeting to November 10th ??

H. ADJOURNMENT

Next Regular Meeting of the SCSD will be November 17, 2016 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.

Minutes of the Regular Board Meeting of the
Scotia Community Services District
Thursday, September 22, 2016
Regular Meeting at 5:30 P.M.

A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE

The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:30 pm with the following directors in attendance:

Diane Bristol	Director - absent
Gayle McKnight	Director – present – 5:38
Paul Newmaker	Director – present
Susan Pryor	Director – present
Rick Walsh	President – present

Staff: S. Tyler, T. Boobar, L. Marhsall

B. SETTING OF AGENDA - NONE

C. CONSENT CALENDAR

c.1. Approval of Minutes from Previous Meetings

August 25, 2016

Motion: Motion to approve the consent calendar

Motion: Pryor **Second:** Newmaker

Motion Vote: Ayes - 3 Opposed - 0 Absent - 2 Abstain - 0

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

Written Communication #1: Board Received the TMF Report, Board clerk will e-mail electronic copies.

Written Communication #2: Board Received the SHN response letter to SWRCB. Board clerk will e-mail electronic copies.

No public Comment

E. PUBLIC HEARING - None

F. BUSINESS

F1. New Business –

a. Draft Parks and Recreation Ordinance

Board and Staff discussed the Draft Parks and Recreation Ordinance.

Community Forest: Asked for more trails language to be drafted, mostly regarding motorized vehicle use in the forest on the trails. Considered seasonal use, day use permits, liability release, mixed use regulations and right of ways. Also discussed briefly the rope swings in the forest.

Museum Locomotive: Options were briefly discussed for how to address the locomotive in the policy. Some Board Members discussed the possibility of obtaining grant funding and refurbishing the equipment to address the lead paint and asbestos, some Board Members suggested selling the equipment to one of the parties interested in purchasing the equipment.

No action was taken on this matter.

b. Insurance Update (Additional Quote projected for October)

Board requested more information in the staff report regarding deductibles.

F2. Old Business – NONE

G. REPORTS

1. President’s Report:

President Walsh and staff will be meeting with the Humboldt County CAO and Public Works on October 5th to further discuss property taxes.

Scheduled a parks and Recreation Walk through during a special meeting on October 6th at noon. Will meet at the SCSD Office.

2. Board Director Reports:

None.

3. Interim Manager’s Report:

TOS is making progress with the County, an HOA will not be required. TOS will manage assets until transfer. New media for Filter #1 at the water treatment plant will arrive on Monday. Regarding the streets and street lighting ordinance (coming soon), staff will recommend that the District request, and have on record, that the County designate a truck route for Scotia, to decrease the wear on the new streets. The transition agreement is under review by Russ Gans, the attorney for TOS.

4. Special Counsel’s Report:

Spoke with County Counsel on Prop 218

5. Engineer’s Report:

None.

6. Fire Chief’s Status Report:

None.

7. Board Clerk Report:

Working on the Financial Management Policy. Gone November 14-16, maybe 17, may affect attendance at regular Board meeting.

H. ADJOURNMENT

Meeting adjourned at 7:21 pm by Board President Rick Walsh.

These minutes were approved by the Board of Directors of the Scotia Community Services District on October 20, 2016 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Rick Walsh, President
Board of Directors
Scotia Community Services District
ATTEST:

Date

Leslie Marshall, Board Clerk
Scotia Community Services District

Date

Minutes of the Special Board Meeting of the
Scotia Community Services District
Thursday, October 6, 2016
Special Meeting at 12:00 P.M.

A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE

The regular meeting of the Board of Directors of the Scotia Community Services District convened at 12:00 pm with the following directors in attendance:

Diane Bristol Director - present
Gayle McKnight Director – present
Paul Newmaker Director – present
Susan Pryor Director – present
Rick Walsh President – present

Staff: S. Tyler, T. Boobar, L. Marhsall

B. SETTING OF AGENDA - NONE

C. PUBLIC COMMENT - NONE

D. PUBLIC HEARING - NONE

E. BUSINESS

E1. New Business –

a. Community Forest Walk through for Parks and Recreation Ordinance

Board and public attended a walk through and observation of the community forest.

E2. Old Business – NONE

F. ADJOURNMENT

Meeting adjourned at 1:15 pm by Board President Rick Walsh.

These minutes were approved by the Board of Directors of the Scotia Community Services District on October 20, 2016 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Rick Walsh, President
Board of Directors
Scotia Community Services District
ATTEST:

Date

Leslie Marshall, Board Clerk
Scotia Community Services District

Date

Scotia Community Services District

Staff Report

DATE: October 20, 2016

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, Interim District Manager

SUBJECT: SCSD Draft Financial Management Policies and Procedures

RECOMMENDATION:

The Administrative staff recommends that the Board review the SCSD Draft Financial Management Policies and Procedures (“FMPP”) and provide staff with any comments or questions.

ACTION:

None

DISCUSSION:

The California, State Water Resources Control Board (SWRCB), Division of Drinking Water, requires a Technical, Managerial and Financial (TMF) assessment be completed by all public water systems that are applicants for SWRCB funding programs, new water systems and *change of water system ownership*.

SHN has completed and submitted the required TMF, for SWRCB review and approval. Included in the TMF are the SCSD Purchasing and Procurement Policy, adopted on 9/17/2015 and the SCSD Bylaws, adopted on 12/17/2015. Additionally, the TMF Element 13; Budget Control, requires a Financial Policy to be developed and adopted. The attached draft FMPP meets that requirement.

The draft FMPP was developed utilizing information obtained from other agencies and includes language from the SCSD adopted Purchasing and Procurement Policy and the SCSD adopted Personnel Policies and Procedures. The draft FMPP establishes the best practices to assure that the District’s assets are safeguarded against loss from unauthorized use or disposition and to control the purchases of goods and services.

The SCSD General Manager has the authority and responsibility for implementing the FMPP. This includes training all SCSD employees and updating the FMPP as required to comply with all State regulations.

FISCAL IMPACT:

None

ATTACHMENT:

SCSD Draft Financial Management Policies and Procedures.

FINANCIAL MANAGEMENT POLICIES AND PROCEDURES

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1. **GENERAL PURPOSE**

The purpose of these policies is to establish guidelines for developing financial goals and objectives, making financial decisions, reporting the financial status of the Scotia Community Services District (“SCSD” or “District”), and managing the District’s funds.

It is also intended to provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with the Board's authorization and recorded properly.

The intent of the District is to control purchases before the District is obligated to pay for goods or services. This PPP is designed to accomplish this goal while providing a clearly documented record of the entire process.

Purpose of Reserve Policy

Adequate reserve funds are critical to the successful and stable, short and long-term operation of the District.

Adequate reserves for District operations, maintenance and capital improvements ensure that customers experience both stable rates for service and the security that the District can respond to emergencies, especially regarding water and wastewater quality issues. Adequate reserves ensure that the District will at all times have sufficient funding available to meet its operating, capital and debt service cost obligations, together with future debt or capital obligations, as well as any unfunded mandates, including costly regulatory requirements.

The District manages its working capital in a manner that allows the District to fund costs consistent with its annually updated five-year capital improvement program and five-year rate study financial plan, and that avoids significant rate fluctuations due to changes in cash flow requirements. The ability of the District to maintain reserve funds is a critical factor in providing reliable service, mitigating rate increases, and ensuring overall financial strength.

Adequate reserves directly affect the District’s bond rating and ultimately the ability to access debt markets at favorable interest rates, thereby ensuring the ability to finance and construct the infrastructure necessary to renew existing systems and expand service levels to meet future needs.

Annually during the budget adoption process, the District Board approves the appropriate levels and uses for reserve funds based upon the needs of the District.

The District’s reserve fund policy shall be periodically reviewed and adjusted to meet the needs of the District.

2. **FINANCIAL RESPONSIBILITIES**

It is the responsibility of the Board of Directors (Board) to formulate financial policies and review operations and activities on a periodic basis.

The Board delegates this oversight responsibility to the Treasurer of the Board and the

Finance Committee of which the Treasurer is the Chair. This responsibility is shared through delegation with the General Manager.

The General Manager acts as the primary fiscal agent, implementing all financial policies and procedures. The General Manager, with recommendations of the Finance Committee is responsible for the coordination of the following: Annual budget presentation, management of the funds and other fund investments, selection of the outside auditors, and approving revenue and expenditure objectives in accordance with the Board approved long-term plans.

The General Manager has the day-to-day operations responsibility for managing District funds, ensuring the accuracy of the accounting records, internal controls, financial objectives and policies, financial statement preparation, and bank reconciliation review and approval.

The Bookkeeper is directly supervised by the General Manager and is responsible for the preparation of the Chart of Accounts, Reporting Formats, Accounts Payable Processing, Payroll input and Payroll processing, Cash Receipts input, Journal Entries for General Ledger, Form 1099 reporting, **Form 5500 reporting, and Form 990** reporting as well as Bank Reconciliations.

3. CONFLICT OF INTEREST

Members of the Board of Directors are prohibited from activities that might present conflicts of interest. The powers of directorship may not be used to personally benefit the Director at the corporation's expense. If a Director has a financial interest in a corporate transaction, the Director must fully disclose the interest and abstain from voting. Loans to Directors are prohibited.

4. BUDGETING PROCESS (The entire Board must approve the budget.)

The District's General Manager and the Treasurer shall be responsible for presenting to the Finance Committee and the Board an annual operating budget draft sixty (60) days prior to the end of the fiscal year.

The Finance Committee shall review and approve the final draft recommended fiscal year budget revenues, expenditures and cash flow, and the general manager will submit it for approval to the Board of Directors.

5. COMPENSATION AND PAYROLL

(Important point: Ensure Board approval of General Manager salary and salary ranges.)

Payroll is executed bi-monthly. Paychecks or direct deposits will be provided to each employee by the Board Clerk, Office Manager, Bookkeeper or General Manager.

Monthly payroll expenses shall be verified by the Bookkeeper against payroll reports and direct deposit reports and reconciled with checking account reports.

The compensation of the General Manager shall be determined by the Board of Directors compensation is based on a board-approved process that considers comparable data and General Manager performance. The salaries of all other employees shall be determined by

the District's General Manager. Compensation ranges for all staff positions shall be approved by the District's General Manager. No employee of the District may be compensated outside of the approved range, without the approval of the General Manager and Board of Directors.

6. BANK ACCOUNTS AND INVESTMENT ACCOUNTS

The General Manager, Treasurer, Board Clerk, Office Manager shall maintain and oversee Bank and Investment accounts, and ensure the District's day-to-day financial operations. Several accounts may be maintained by the District which include but are not limited to:

1. Checking Account
2. Local Agency Investment Fund (LAIF) Account
3. Certificates of Deposit
4. Brokerage Account
5. Loan Accounts

These accounts may be changed as the District's financial conditions and requirements change.

7. INVESTMENTS REPORTS AND INVESTMENTS POLICY

Investments shall be reported with the monthly financial statements at cost or market value. The General Manager and Treasurer shall review and determine the general investment strategy for all funds.

8. CHECKING ACCOUNT

All checks, cash, money orders, and credit card deposits, are reviewed by the Bookkeeper or General Manager and deposited in the appropriate Accounts. Fund raising events, and miscellaneous contributions, shall be deposited into the accounts. Monies shall be transferred from the Checking account into the investment account when necessary, by the General Manager or Treasurer. Checks are written weekly to meet obligations, or ongoing operational expenditures.

Checks shall be issued only after the purchase order has been approved and signed by the designated staff person, and reviewed and initialed by the General Manager.

Checks shall be issued as needed to meet deadlines and take advantage of discounts. Check writing shall be batched and done weekly where possible.

9. RESERVE FUND

A reserve fund of fifteen percent (15%) to twenty percent (20%) of the District's annual operating expenses shall be maintained. When the fund balance falls below this minimum, the General Manager, Finance Committee, and the Board shall develop a plan and budget for rebuilding it, within the next fiscal year.

Capital Reserve Fund

The purpose of this fund is to hold funds that are intended for general use on Capital projects. The funds come from contributions from other agencies or from funds that were budgeted on

capital projects in prior years but unspent. This fund is spent directly on capital expenditures over the current or future year's normal capital budget and is not held in reserve for some other purpose.

Included in this fund is also the connection fee with funds collected from developers to pay for the new facilities necessary to deliver water and wastewater service to newly developed property. These fees include, but are not limited to, offsite improvements such as the development's fair share cost of wells, reservoirs, transmission mains, treatment plant capacity, wastewater facilities and other necessary facilities. The fees are collected at rates established by the Board of Directors based upon specific financial rate studies. The rates charged are based on a project's equivalent dwelling unit (EDU) basis. These funds are restricted to the design and construction of capital facilities for water and wastewater delivery.

This Capital Reserve Fund is drawn down annually as planned capital expenditures amounts are made. At the end of each fiscal year any unspent budgeted capital amount will be reallocated to this fund and will be used in the following year's capital budget.

Debt Service Reserve Fund

This fund is governed by legal bond covenants for the District's revenue bonds. Bond covenants require that this fund be maintained at a level sufficient to fund maximum annual debt service payments. These funds are held by the bond trustee during the term of the bonds and are to be used in the event that the District is unable to meet its required semi-annual debt service obligation. Reserve funds for each revenue bond issue will be used to make the last two semi-annual debt service payments for that issue. Annual interest earnings on bond reserve funds shall be applied to each year's debt service payments. Any reserve funds related to state revolving fund loans shall be treated identically to revenue bond reserve funds as these loans are contractually defined as parity debt to the District's senior lien bonds.

Board Restricted Funds

Rate Stabilization Fund

This fund is governed by legal bond covenants for the District's revenue bonds. The purpose of the fund is to assist in smoothing rates to pay SCSD debt service and to assure that minimum debt service coverage ratios required by the District's bond covenants would be met in the future. Funds deposited into this reserve are treated as operating revenues in the year of deposit and will be treated as such in years of use for the purposes of computing the District's debt service coverage ratio.

This fund is applied in the five-year financial plan and annual rate model along with other reserve funds to smooth future rate increases. This fund will provide a buffer should revenue estimates in any year not meet projections. The Rate Stabilization Fund will be drawn down to smooth rate increases. Specifically, they will be applied in any year where other revenues are not sufficient to meet the required debt service coverage ratio. They will also be applied if meeting only minimum coverage levels could result in the District's bond ratings being downgraded.

O&M Operating Reserve Fund

The O&M Operating Reserve will vary over time with a goal of maintaining three-months average operating expenses excluding depreciation. This reserve is considered a working cash requirement. It bridges the gap between the time expenses are paid and the time revenues from the same service are collected from customers.

Capital Replacement Reserve Fund

This fund pays for the replacement of existing facilities and equipment as it reaches the end of its useful life or for major repairs that extend the useful life of facilities. The purpose of this policy is to "fund depreciation" at 100% in future.

Unrestricted Reserves

Unrestricted reserves also termed "General Reserves" represent a remainder balance of cash that is not yet designated for some use by the Board of Directors.

10. SIGNATURE POLICY

The General Manager and the Treasurer (two signatures) shall, unless otherwise decided by the Board, sign all checks, drafts, or orders for payment of money, contracts, and commitments for services issued in the District's name. In the absence of either individual, the signature of the Board President must be obtained.

The District checking account shall require signatures by any two of the following persons:

- o General Manager (permanent and/or bonded)
- o Board Members
- o Treasurer

11. REVENUE AND INCOME PROCEDURES

The General Manager in conjunction with the Board, develops and proposes revenue goals and objectives and submits them for Board discussion and approval.

12. RECORDING RECEIPTS

Checks and Payments

The following procedures for payment received through the mail or given to a staff person shall be in place: Mail should be opened by Board Clerk or Office Manager. All checks shall be endorsed with the District's official stamp, or signed by the General Manager. All checks and money orders received through the mail shall be recorded by date, name of company or individual, designation, and amount. Cash will not be accepted through the mail.

After recording checks, individual deposit ticket shall be prepared and scanned electronically. That record shall include date of deposit, name of sender, amount, and designation. A copy of the bank deposit slip is retained in chronological order with copies of the deposited checks. All checks and money orders shall be deposited the same business week if possible, and no later than the next business week into the District's Bank Account.

Gifts and Donations

Gifts received, such as donations, should be properly recorded. Transactions should be

periodically rechecked by the Treasurer.

Goods and Shipments

Goods received shall be initialed and dated on the receiving record (packing list). If only a partial shipment is received, the items received shall be clearly indicated and a photocopy given to the District Clerk. Upon receipt of all items, the person receiving the goods shall again initial and date the receiving record (packing list) indicating which goods were received in the final shipment then given to the District Clerk.

13. EXPENDITURES PROCEDURES

All expenditures shall be approved by the General Manager, or Treasurer. All expenditures shall be coded by account number using the District's Chart of Accounts.

The Bookkeeper maintains standard accounting records containing all aspects of the District's financial operations electronically.

Invoices shall be approved by either the General Manager or Board President. Following the review and approval, check payment vouchers shall be prepared and the invoices shall be distributed to the District's County Account for check payment preparation. Upon payment of a bill, a copy of the check or duplicate of stub shall be stapled onto the bill and payment date and check number shall be printed on the invoice. The paid invoices shall be filed alphabetically according to company/individual name and shall be kept on a fiscal year basis on file. Record shall be kept for 3 years, or otherwise in accordance with the Record Retention Schedule.

Expenditure Classification

The control mechanism and method of documentation for purchases are determined by the type of expenditure. The District recognizes the following expenditure classifications:

- a. **Purchase Order**
All purchases of goods which require a purchase order.
- b. **Contract**
All formal contracts for services or goods and informal contracts for services.
- c. **Recurring**
All utilities, payroll taxes & benefits, employee health insurance, monthly rental payments and cash transfers between accounts.
- d. **Debt Payments**
All interest and principal payments on bond issues, lease-purchase payments (including those related to issuance of certificates of participation by other entities), transfers to fiscal or paying agents and any other long-term indebtedness.
- e. **Travel**
All advances and reimbursements for travel, mileage reimbursement for use of personal automobiles and local meal expenses.
- f. **Petty Cash**
All reimbursements of purchases from the petty cash fund and increases in petty cash or change funds.
- g. **Customer Refunds**

All utility billing deposit refunds and overpayment refunds to customers.

h. Other

All other purchases which cannot be classified in one of the above categories.

Control Procedures

Purchasing shall be controlled according to their classification as indicated in **Section II** by the following procedures:

a. Purchase Order

The purchase of all supplies, materials and capital assets in excess of \$50.00 shall require a purchase order. Vendors from whom the District is likely to order several small items shall be issued blanket purchase orders.

b. Contract

Control procedures for non-budgeted contract purchases shall be further classified as: Contract Construction, Professional Services, or Other Services. For all classifications, contract purchases below \$5,000 require a purchase order, and will follow purchase order procedures. Contract purchases between \$5,000 and \$25,000 require a formal contract, approved and signed by the General Manager. Any purchase above \$25,000 requires a formal contract approved by the Board, and signed by the General Manager, and, if the contract purchase is a contract for construction, shall require formal bidding procedures. Sole source contracts shall require board determination and approval.

c. Recurring

These purchases shall be controlled by the budget. The Board shall adopt an annual budget which shall include, but is not limited to, line items for electricity/natural gas, telephone, telemetry, employer payroll taxes, retirement contributions, each type of employee benefit, insurance, each type of on-going rental, equipment and software maintenance and support contracts.

The General Manager shall monitor the relationship of year-to-date Purchases in these line items to the adopted budget. Purchases which exceed the budgeted amount but are not more than ten percent (10%) or \$5,000 greater, shall be approved by the General Manager.

Transfers of cash between accounts for recurring purchases exceeding \$5,000 shall be approved by the Board.

Monthly budget statements shall be presented to the Board detailing monthly and year-to-date purchases. Unusual or large variances will be explained to the Board.

All other recurring payments shall be approved by the General Manager.

d. Debt Payments

These purchases shall be controlled by the amortization schedules created by the debt instruments. All such payments shall be approved by the General Manager. Any demand for payments not contemplated in the debt instruments shall be approved by the Board.

e. Travel

These purchases shall be controlled as delineated in **Section V**.

f. Petty Cash

A petty cash fund provides a systematic method for paying and recording out-of-pocket cash payments too small to be made by check. These purchases shall be approved by the General Manager. The Bookkeeper shall maintain control of, and responsibility for, payments disbursed from the Petty Cash fund.

Total Petty Cash Fund shall be limited to \$250.00 per quarter. The amounts of the petty cash or change funds shall be changed only by Board action. No single expenditure from the petty cash fund shall exceed \$50.00. Reimbursements shall be for the specific amount of payments made, and receipts must be kept as record.

Any overage or shortage in petty cash shall be taken into account in the reimbursement amount to insure that the balance of the fund does not exceed or fall below the amount as authorized by the Board. The General Manager shall monitor any overages/shortages on a continuing basis.

g. Customer Refunds

- (i). Utility Account Deposits - These purchases shall be controlled by the utility billing system. Normally, closing bills will be prepared which may show a balance due to the customer. Such refunds shall be approved by the General Manager.
- (ii). Inspection Deposit Refunds - These purchases shall be approved by a District designee.
- (iii). Other Deposits - Occasionally other deposits will be refunded. These shall be approved by the General Manager.

h. Credit Card Use

Credit card purchases shall be classified in the expenditure category which best suits the type of goods or services procured. The Board shall approve application for any credit cards.

All credit cards shall be physically controlled by the General Manager and Supervisor, who shall have custodial responsibility for them. All purchases on these cards shall be subject to the same controls which would apply if the District had a normal open account at specific stores (i.e. purchase order/blanket purchase order).

The fuel card is intended primarily for retail fuel purchases. It may be used from time to time for out-of-town personal automobile use while on District business. The General Manager shall physically control the card and have custodial responsibility for it. When used for out of town travel, all of the normal travel controls shall be observed.

Credit cards (VISA) may be issued to any District employee as determined by the General Manager. The card will be in the employee's name. The primary purpose of the credit card is as a payment method for staff travel, however, the card can be used to pay for any purchase when it is the most efficient method. Purchases made with a credit card must comply with all approval requirements set forth in this expenditure policy. Before receiving a credit card, employees must sign a "credit cardholder use agreement" setting forth their obligations under this program.

i. **Phone Orders**

Orders for goods or services placed by telephone, fax or other electronic media shall be subject to the normal purchase order or travel controls. Purchase orders or travel authorizations shall be prepared in advance of placing the order.

j. **Transfers Between Accounts**

Transfers between accounts, shall be authorized by the General Manager, are not to exceed \$5,000.00, and shall be approved in advance where possible. Approval shall be by the Board or General Manager in accordance with the limits on approval of purchase orders. If it is not possible to obtain approval in advance, approval shall be upon receipt of goods or services.

14. PURCHASING

Any expenditure in excess of an amount determined by the Board of Directors for the purchase of a single item should have bids from three (3) suppliers if possible. These bids are reviewed by the General Manager and the bid award must be specifically approved in advance by the District's General Manager.

Purchase of less than the approved amount may be made at the discretion of the District's General Manager without competitive bids. However, for fixed assets, reasonable diligence should be exercised to comparatively shop for available sources.

Any purchase made by a Board member on behalf of the District will require prior approval by the General Manager.

Purchase Order Procedures

1. Requisition and Preparation

The General Manager will provide authorized users access to the purchasing software. The software system may require a vendor name, date, account number to be charged, quantity, description, and unit price. The software system may assign a consecutive number to the purchase order and print a working copy. The computer system shall print an original for signature.

2. Approval

Purchase orders for office supplies and equipment expected to be less than \$5,000 may be approved and signed by the General Manager. Purchase orders for field supplies and equipment expected to be less than \$5,000 may be approved and signed by the Supervisor. Purchase Orders for engineering supplies and equipment expected to be less than \$5,000 may be approved and signed by the General Manager or Supervisor. The General Manager may approve and sign purchase orders expected to be \$25,000 or less without Board approval. Purchase orders expected to exceed \$25,000 must be approved in advance by the Board and signed by the General Manager.

In addition, the Supervisor, with approval of the General Manager, may designate additional field employees to approve and sign for purchase orders not expected to exceed \$750. Such designation shall be in writing to the General Manager.

3. Issuance to Vendors

The purchase order number shall be provided to the vendor and a copy sent to the vendor as needed.

The signed copy shall be given to the District Clerk to match with the receiving copy and invoice.

4. Receipt of Goods

See Section 11: Recording Receipts, Goods and Shipments.

5. Blanket Purchase Orders

Blanket purchase orders shall be prepared for vendors from whom several small purchases are expected to be made. The blanket purchase order shall be for a period not to exceed one year. The following additional information shall be included on all blanket purchase orders:

- Total cumulative purchases to be allowed
- Maximum amount of any one purchase
- List of persons authorized to make purchases
- Period covered by purchase order
- Notice of cancellation of previous blanket purchase orders

Cumulative purchases shall be tracked on the computer system as invoices are received. If cumulative purchases reach the maximum allowed prior to expiration of the blanket purchase order, the amount exceeding the maximum will be noted on the blanket purchase orders and approved by the General Manager, General Manager or Supervisor.

Any change in terms or persons authorized to make purchases shall result in the issuance of a new blanket purchase order and the cancellation of the old one.

Vendors shall be notified in writing of any change in the terms of a currently valid blanket purchase order.

6. Approval for Payment

The District Clerk shall match the invoice, the purchase order copy, and the receiving record of the purchase order prior to submitting the purchase order for approval. If the invoice exceeds the amount indicated on the purchase order by more than 10%, the District Clerk shall so indicate on the purchase order and the person approving the purchase order shall initial such notation indicating approval to pay the higher amount.

7. Other Purchases

It is recognized that circumstances may arise which require personnel to purchase supplies immediately while physically distant from the District office. If possible, such supplies shall be purchased from vendors to whom blanket purchase orders have been issued. When necessary, verbal, approval shall be obtained from a person authorized to sign a purchase order for the anticipated amount. The purchase shall then be documented with a vendor invoice and a standard purchase order from the employee making the purchase.

The invoice and purchase order shall be given to the person who made the verbal authorization as soon as possible. That person shall review the invoice and purchase

order and counter-sign the purchase order.

Purchase Order Documentation System

a. General

Documentation of compliance with the PPP shall be summarized on a purchase order form. The classification of the expenditure shall be clearly indicated on the purchase order form. The purchase order shall list all invoices or statements to be paid with one check. No payments shall be made without a properly approved purchase order form.

b. Preparation of Purchase Order

Purchase orders shall be numbered consecutively as prepared. The purchase order number shall be entered in the computer software system when the account payable is entered.

All required supporting documents shall be attached to the purchase order form prior to approval.

c. Supporting Documents Required

Required supporting documents are determined by the classification of expenditure as follows:

(i). Purchase Orders:

- Vendor invoice or statement
- Copy of purchase order
- Receiving document of purchase order initialed and dated by person receiving goods

(ii). Contracts:

- Vendor invoice or statement initialed and dated by person affirming that work was done

(iii). Recurring Purchases:

- Vendor invoice or statement initialed and dated by person affirming that service was received
- No documentation required for cash transfers between accounts - purchase order must be signed by the General Manager

(iv). Debt Payments:

- No documents required - purchase order must be signed by the General Manager

(v). Travel Purchases:

- Travel and Automobile Use Approval Form (Appendix A)
- Travel and Automobile Use Expense Accounting Form (not required for advance payments) (Appendix B)
- Receipts for airfare, lodging, meals, other purchases for which a receipt is normally given. Unless the Board or this policy establishes other permitted reimbursement rates for travel, meals, lodging and other actual and necessary

expenses, the District will reimburse expenses at the U.S. General Services Administration (GSA) rate for travel, meals, lodging, and other actual and necessary expenses.

- (vi). Petty Cash Purchases:
 - o Receipts and paid-out tags

- (vii). Customer Refunds:

Utility Account Deposits

The “Utility Account Deposit” may substitute as the purchase order. The list is to be initialed and dated by the District Clerk. The General Manager shall approve the utility account deposits list on a regular basis.

Inspection Deposits

For customers to receive refunds, they must have the Sewer Inspection Report with the deposit receipt number notated.

d. Other

Vendor invoice or statement initialed and dated by person affirming receipt of goods or services with a memorandum explaining nature of expenditure and why it does not fall within one of the normal classifications.

e. Purchase Order Approval

Purchase orders must be approved and signed by the designated staff person prior to preparation of a check by the District Clerk.

f. Filing of Documentation

Purchase orders and attached documentation shall be filed alphabetically by vendor promptly after issuance of a check.

Contracts, special deposit documents, and debt agreements shall be filed separately as appropriate.

15. CREDIT CARD EXPENDITURES

The Board will approve the issuance of a district-issued credit card for employees who travel frequently. Employees must utilize that card only for business travel. Employees must submit a voucher that explains the business reason for items purchased using the credit card. The direct supervisor must approve the voucher, which is then submitted Bookkeeper for recording and reconciliation.

16. LOCAL TRAVEL AND EXPENSE REIMBURSEMENTS

Employees must abide by the sections contained within this policy. Travel and expense reports for mileage, meals, hotel, supplies, etc., will be maintained by each employee and then submitted to the supervisor for approval and payment on a monthly basis.

Mileage to and from the employee’s residence to the place of work will not be paid by the District. Reimbursements will be based on the mileage rate established by IRS and approved

through the budgeting process.

All expenditure receipts must be attached to the expense voucher as a condition for payment.

Travel Expenditure Procedures

a. Approval

All out of town travel and local meal purchases by Board members and staff shall be approved in advance. Local use of personal automobiles shall also be approved in advance.

Travel, local meals (ie. meals provided by the General Manager's discretion to employees during emergencies) or vehicle use to be incurred by office staff shall be approved by the General Manager. For field staff, approval shall be by the Supervisor.

For the General Manager and Board members, approval shall be by any other Board member.

b. Advance Payments

Advance payments may be made for estimated cost of pre-approved out of town travel or local meal expenses. Local personal automobile use shall be paid as reimbursement only.

Advances may be made no more than three working days before the commencement of the activity.

c. Reimbursement and Accounting

Reimbursement for out of town travel and for local meals shall be made for the actual cost less any advance payment. Reimbursement for all personal automobile use shall be made using the Internal Revenue Service approved business mileage rate.

The staff member must account to the District within ten (10) days of the end of the activity for all advances and expenses. If the documented expenses exceed advances, the difference shall be reimbursed to the staff member. If advances exceed documented expenses, the difference must be refunded to the District with the accounting.

17. FINANCIAL STATEMENTS

The General Manager shall prepare and present quarterly Financial Statements in a format approved by the Board. The statements shall be presented to the Board for review, and shall include: net assets and revenues, expenses, gains and losses, Restricted Funds, Cash Management Fund, Property and Equipment Fund, etc.

18. BANK RECONCILIATIONS

Bank reconciliations shall be completed monthly by the Bookkeeper and cross-referenced with the cash and receipts logs and the monthly Financial Statements. The Financial Statements shall be compiled by the General Manager. The Statements shall be then reviewed by the Treasurer.

All Bank Statements, Credit Card Statements, and Endowment Fund Reports will be reconciled every month by the Bookkeeper, and records will be kept in the Finance office.

19. AUDIT

The District will have an audit of its financial statements annually, within 6 months after the end of each the fiscal year. The audit shall be completed by a firm of Independent Certified Public Accountants. The General Manager and the Treasurer shall have direct responsibility in overseeing the implementation of the Annual Financial Audit.

The General Manager and the Board Treasurer shall recommend to the Board for approval, the selection of a firm to perform the annual audit. In addition, the staff shall assist when necessary in the audit preparation, and report the final results to the Board of Directors. A representative of the audit firm shall be required to make a presentation to the Board.

The General Manager or the Auditor shall prepare the Form 990 and it shall be reviewed by the Board President and Treasurer before submission to the State.

20. NOTES, LOANS, ETC.

All notes, loans and other indebtedness to be contracted in the name of the District, except open accounts and all other routine banking transactions, shall require the signature of the General Manager, unless otherwise specified by the Board or established in the present management policies and procedures. All indebtedness must be approved by the Board of Directors.

21. DEEDS, CONVEYANCES, ETC.

The General Manager and the Board President, with consultation from legal counsel, shall execute all Deeds, Conveyances, Mortgages, Leases, Contracts and other instruments in the name of the District.

22. LEASES AND OTHER CONTRACTUAL AGREEMENTS

Leases and other contractual agreements are negotiated by the designated District negotiators and executed with the approval of the Board. This applies to buildings to be leased from and/or to the District.

The General Manager and the Treasurer are authorized to develop and enter into contractual agreements with vendors, bankers, and third parties for the purpose of ensuring the District's general operations. The Finance Committee may review such agreements and make recommendations if necessary.

23. INSURANCES

Reasonable and adequate coverage will be maintained to protect the District's interests as well as the Board of Directors and the District's employees. The following insurance policies shall be kept on a yearly basis: Commercial Property Contents and Computer Policy, General and Professional Liability Insurance, Directors and Officers Liability Insurance, Employee's Dishonesty Bond Insurance, Employee's Life Insurance, Workers Compensation Insurance, Long-Term Disability Insurance, and Employees Health Insurance.

Insurance Policies shall be carefully reviewed by the General Manager and Treasurer.

24. PROPERTY AND EQUIPMENT

Property and equipment shall be stated at historical cost. Depreciation is computed over the estimated useful lives of the assets. A Depreciation schedule shall be prepared and maintained by the District's General Manager on an annual basis, taking into consideration the annual equipment inventory. A Property Removal Form shall be required for the removal of the District's property, supplies, and/or equipment from the District's premises. The District will follow surplus requirements regarding excess property under Government Code §50568 et. seq. and §54220 et. seq.

25. EQUIPMENT INSTALLATION

Purchase, installation and maintenance of electronic and radio equipment, office equipment, computer equipment, etc. shall be approved by the General Manager after discussion and approval by the Board of Directors. Staff Members and other managers shall be responsible for receiving and supervising the installation of equipment scheduled for their facility or working area, and for maintaining and protecting the equipment installed in their offices.

26. DONATED MATERIALS AND SERVICES

Donated materials and equipment shall be reflected in the Financial Statements at their estimated values measured on the date of receipt.

27. CONFIDENTIALITY AND RECORDS SECURITY

Financial records may be restricted where appropriate. Records will be scrubbed for sensitive information. Only the General Manager and Bookkeeper (or others so authorized) shall have access to financial records (vendor files, checks, journals, payroll, etc.).

28. DOCUMENT RETENTION

Financial documents are retained for a period of time in accordance with the District's Records Retention Schedule, and keeping with State law and the recommendations of the IRS.

Appendix A

**SCOTIA COMMUNITY SERVICES DISTRICT
TRAINING AND TRAVEL APPROVAL FORM**

Employee	Date Submitted
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TYPE OF ACTIVITY

<input type="checkbox"/> Out of Town Travel	<input type="checkbox"/> Local Meal
<input type="checkbox"/> Conference	<input type="checkbox"/> Local Automobile Use
<input type="checkbox"/> Training	<input type="checkbox"/> Local Automobile Use (Emergency)

DESCRIPTION OF ACTIVITY

Location	
Dates	
Sponsor/Instructors	
Specific nature of training:	
How will this training meet the needs of the District?	
Type of transportation to be used:	
Other training functions attended this year:	

ESTIMATED COST AND ADVANCE PAYMENT REQUEST

	Estimated Cost	Advance Approved
Personal Automobile Use – ___miles RT (@\$0.565/mi)*		
Other Transportation – District Vehicle Fuel		
Lodging		
Meals – dinner 1 night		
Registration		
Other (describe)		
Totals		
Approved by:	Date:	

Appendix B

**SCOTIA COMMUNITY SERVICES DISTRICT
TRAINING AND TRAVEL EXPENSE FORM**

Employee	Date Submitted
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TYPE OF ACTIVITY

<input type="checkbox"/> Out of Town Travel	<input type="checkbox"/> Local Automobile Use
<input type="checkbox"/> Local Automobile Use (Emergency)	<input type="checkbox"/> Training
<input type="checkbox"/> Conference	<input type="checkbox"/> Local Meal

DESCRIPTION OF ACTIVITY

Location	
Activity	
Dates	

ACCOUNTING

Automobile Use:		Miles: ___miles RT x \$0.565* =			
Public Transportation:					
Lodging:					
Meals	Date	Breakfast	Lunch	Dinner	
Other (explain):					
Total Expenses – (Charged to VISA <input type="checkbox"/>)					
Less Advance Received (in any)					
Due to (from) Employee					

Approved by:	Date:
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Appendix C

**SCOTIA COMMUNITY SERVICES DISTRICT
CREDIT CARDHOLDER USE AGREEMENT**

Employee: _____

The above named employee (Cardholder) of the Scotia Community Services District has been issued a District credit card. The Cardholder has been provided with a copy of the District's Purchasing and Procurement Policy and hereby agrees to comply with all terms and conditions set forth therein, including but not limited to:

1. **Official Use Only** – District credit cards are for official use only. Charging personal expenses on District cards is not allowed under any circumstances. Doing so, even if the intent is to reimburse the District later, will result in disciplinary action, up to and including termination.
2. **Timely, Accurate, and Supported Payments** – Credit card payments will be processed on a timely basis and adequate supporting documentation (such as vendor order forms, receipts, invoices, and credit card receipts) will be retained for all charges and attached to payment purchase orders.
3. **Disputed Charges** – The vendor and issuing bank will be notified immediately by the General Manager of any disputed charges.
4. **Lost or Stolen Cards** – The issuing bank and the General Manager will be notified immediately of a lost or stolen card. Failure to do so could make the cardholder responsible for any fraudulent use of the card.
5. **Surrender Upon Request or Separation** – The credit card will be surrendered immediately upon retirement, termination, or upon request of the department head. Use of the credit card for any purpose after its surrender is prohibited.
6. **Credit Card Limit** – The credit limit of this card is \$_____
7. **Other Restrictions:** _____

Cardholder Signature

Date

Scotia Community Services District

Staff Report

DATE: October 20, 2016
TO: Scotia Community Services District Board of Directors
FROM: Steve Tyler, Interim District Manager
SUBJECT: SCSD Draft Parks and Recreation Ordinance

RECOMMENDATION:

The Administrative staff recommends that the Board review the SCSD Draft Parks and Recreation Ordinance (“PRO”) and provide staff with any comments or questions.

ACTION:

None

DISCUSSION:

Community Services Districts are required to adopt Ordinances for each service that is provided to the residents of the District. The SCSD Ordinance Title II- Water Service, was adopted on 11/19/2015 and the SCSD Ordinance Title III- Wastewater Service was adopted on 11/19/2015.

The draft PRO was developed utilizing information obtained from other agencies that provide parks and recreation services and includes input provided by the SCSD Board. Staff will revise the draft PRO with any additional Board input and present a final ordinance for consideration of adoption at the November 2016 Board meeting.

Staff will develop additional ordinances in preparation for providing the services of storm water drainage and streets and street lighting, in the next few months.

FISCAL IMPACT:

None

ATTACHMENT:

SCSD Draft Parks and Recreation Ordinance.

ORDINANCE NO. 2016 - 2

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE
SCOTIA COMMUNITY SERVICES DISTRICT
ADOPTING TITLE IV – PARKS AND RECREATION**

The Board of Directors of the Scotia Community Services District does ordain as follows:

Section 1: Title IV (Parks and Recreation) is hereby adopted as follows:

TITLE IV - PARKS AND RECREATION

CHAPTER 1 –PURPOSE

SEC. 1.01. PURPOSE AND POLICY. This article sets forth the standards, processes and fees associated with open space maintenance services. The District desires to encourage the long-term maintenance of undeveloped or recreational land under District ownership where the maintenance is either required by Humboldt County or requested by residents of a specific area. This article is intended to implement the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highway Code Section 22500 et seq.) herein referred to as the "Act."

CHAPTER 2. -RECREATION AND PARK SYSTEM-WIDE REGULATIONS

SEC. 2.01. RECREATIONAL USE DEFINED. Recreational use is considered any area open for safe public use that contains trails, improved footpaths, parks, tot lots, playgrounds, or those areas having access to scenic views or open space.

SEC. 2.02. OVERNIGHT USE PROHIBITED. There is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise unless a Facility Use Permit are first obtained from the District.

SEC. 2.03. FIRES. Open fires are prohibited. Cooking fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of cooking fires.

SEC. 2.04. GLASS. Glass may be used in designated areas only, subject to General Manager approval. An additional deposit may be required for glass to be used at special events.

SEC. 2.05 PETS. Pets may be off leash at outdoor facilities in designated areas and facilities only. Pets must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facilities.

SEC. 2.06. CONDUCT - ALCOHOLIC BEVERAGES.

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold with California Department of Alcoholic Beverage Control ("ABC") permit only at designated recreation and parks system facilities where sales are not prohibited, and provided a Facility Use Permit have been secured (see SEC. 28.08 for further details);

- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at any time if the Sections and Chapters as are contained in this ordinance are not abided by;
- (e) Use of illegal substances other than alcohol is prohibited.
- (f) Use of tobacco shall be in designated smoking areas only.

SEC. 2.07. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY.

NO PERSON SHALL:

- (a) Willfully mark, deface, injure, tamper with, displace, or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Facility Use Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes or drones in Scotia Parks and Open Space without prior written approval from the District's General Manager.

SEC. 2.08. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED.

NO PERSON SHALL:

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the

recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.

- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

SEC. 2.09. OPERATION OF MOTORIZED VEHICLES--PROHIBITED ACTS.

NO PERSON SHALL:

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of motorized vehicles together with such chapters as are contained in this ordinance.
- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these chapters.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (d) Operate a motorized vehicle, other than SCSD-authorized vehicles, within the boundaries of the facility except in those areas designated as driveways.

SEC. 2.10. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS.

NO PERSON SHALL:

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation include but are not limited to bicycles, skateboards, roller blades, roller skates, etc.
- (b) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such chapters as are contained in this ordinance.
- (c) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these chapters.
- (d) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (e) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

CHAPTER 3. - OPERATION OF WINEMA THEATER

SEC. 3.01. HOURS OF OPERATION. All events may begin at 8:00am, and shall conclude at 10:00 p.m. Sunday-Thursday, and at Midnight on Friday and Saturday.

SEC. 3.02. FACILITY CAPACITY. The maximum overall capacity of the Winema Theater is 464 persons. This includes 278 persons in fixed seating, and 186 additional capacity for seating on the lower level main floor. Additional seating must follow the additional seating template, provided by the SCSD and Fire Chief, which follows the California Code, allowing for minimum of four foot (4') rows for exit. Any alternative seating templates must be approved by the Fire Chief.

SEC. 3.03 DECORATIONS. Decorations for events may NOT be secured with pins, nails, tacks, or any other materials that may leave holes or cause any damage to the facility.

SEC. 3.04. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Winema Theater is open to the public, it must comply with all current ADA regulations.

SEC. 3.05. WINEMA THEATER POCKET PARK. The Winema Theater Pocket Park will be operational during daylight hours only.

CHAPTER 4. - OPERATION OF SCOTIA MUSEUM

SEC. 4.01. HOURS OF OPERATION. The Museum hours of operation will be determined, and may be changed, at the Board of Directors discretion. Hours will be posted at the Museum, in a conspicuous location.

SEC. 4.02. MUSEUM FEES. Museum fees will be determined, and may be changed, at the Board of Directors discretion.

SEC. 4.03. FACILITY CAPACITY. TBD.

SEC. 4.04. RESTROOM FACILITIES. Restroom facilities are for Museum Patrons ONLY.

SEC. 4.05. EXHIBITS. Museum exhibits and displays are not to be handled, moved, touched, climbed on, jumped off, or any such manner of touching unless explicated stated via signage, etc. This includes the locomotive equipment in the Museum Pocket Park adjacent to the museum building.

SEC. 4.06. MUSEUM POCKET PARK. The Museum Pocket Park will be operational during daylight hours only.

CHAPTER 5. - OPERATION OF FIREMAN'S PARK

SEC. 5.01. GROUP BARBECUE COMPLEX. Individuals or organizations desiring use of any portion of the group barbecue complex within Fireman's Park for an organized function shall obtain a Facility Use Permit.

SEC. 5.02. PICNIC TABLES/BARBECUES. The public may use the picnic tables and barbecues in the park on a first-come first-served basis, unless otherwise reserved for a private party with a Reservation Permit. Reservation Permit Applications and rental fees are due thirty (30) working days prior to the event. Reservations should be made as early as possible to avoid schedule conflicts. At least 48 hours' notice of cancellation is required. Deposits will be returned within 30 days after the event.

SEC. 5.03. RESTROOM FACILITIES. Restrooms may be reserved for special events, and will require a deposit fee and non-refundable restroom cleaning fee. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

SEC. 5.04. OVERNIGHT USE PROHIBITED. All events shall conclude at 10:00 p.m. Sunday-Thursdays and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Facility Use Permit is first obtained from the District.

SEC. 5.05. FIRES. Open fires are prohibited. Cooking fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of cooking fires.

SEC. 5.06. PETS. The designated off leash area is defined as the fenced area of Fireman's Park. All pet waste must be appropriately removed. Horses and other livestock are not allowed.

SEC. 5.07. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Fireman's Park is open to the public, it must comply with all current ADA regulations.

CHAPTER 6. - OPERATION OF BASEBALL PARK

SEC. 6.01. LIGHTING. Baseball Park Lighting will be available for a charge with a valid Facility Use Permit, and charged at a rate set by the Board of Directors in the Fee Schedule.

SEC. 6.02. GROUP BASEBALL PARK USE. The Baseball Park may be used by groups with a valid Facility Use Permit. See Fee Schedule for permit fees.

SEC. 6.03. RESTROOM FACILITIES. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. Restrooms may be reserved for special events, and will require a deposit fee. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

SEC. 6.04. OVERNIGHT USE PROHIBITED. All events shall conclude at 10:00 p.m. Sunday-Thursdays and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Facility Use Permit is first obtained from the District.

SEC. 6.05. HORSESHOE PITS. The public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function must do so by obtaining a Facility Use Permit.

SEC. 6.06. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Baseball Park is open to the public, it must comply with all current ADA regulations.

CHAPTER 7. - OPERATION OF SOCCER FIELD

SEC. 7.01. RESTROOM FACILITIES. Restrooms may be reserved for special events, and will require a deposit fee and non-refundable restroom cleaning fee. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

SEC. 7.02. OVERNIGHT USE PROHIBITED. All events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Facility Use Permit are first obtained from the District.

SEC. 6.06. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Soccer Field is open to the public, it must comply with all current ADA regulations.

CHAPTER 8. - OPERATION OF COMMUNITY FOREST

SEC. 8.01. RIVER ACCESS. Use of motorized vehicles on the river bar is prohibited. The River bar and access road is designated for pedestrian traffic only. River access will be open Sunrise to Sunset. Camping is not authorized. The District does not provide lifeguards at the river, swim at your own risk.

SEC. 8.02. UNAUTHORIZED TAKE FROM THE COMMUNITY FOREST, INCLUDING THE RIVER BAR. Shall comply with Section 27.01(c) of this ordinance. Any unauthorized take of any natural resource from the community forest is prohibited and will be considered a violation of this ordinance and be dealt with according to Chapter 10.

CHAPTER 9. - PERMITS, FEES AND DEPOSITS

SEC. 9.01. FACILITY USE PERMITS REQUIRED. A valid facility use permit is required for individuals or organizations to use any indoor facility or any outdoor facility which may include, but shall not be limited to, any of the following:

- (a) Nonspontaneous large group activities consisting of fifty (50) or more persons;
- (b) The charging of an admission or entrance fee;
- (c) The use of District facilities not ordinarily available for public use;
- (d) Regularly occurring organized team or league use of District sports fields or courts;
- (e) The sale of merchandise, food or beverages;
- (f) The sale or service of alcoholic beverages;
- (g) The setting up of booths, stages, vending carts or stands, kiosks, bleachers or similar structures;
- (h) The barricading of any District street or other street use that would impede the normal flow of traffic;
- (i) Amplified music or sound;
- (j) The need for access to District utilities;
- (k) The need for garbage collection specific to the activity or event; or
- (l) The staging or shooting of commercial motion or television pictures or still photography, exempting local businesses, filming for educational purposes, and tourism productions, as further defined by the District Board, when such activities do not otherwise require a District permit.
- (m) Any use of the Winema Theater.
- (n) The General Manager or Board of Directors may impose additional permits or permit requirements.

SEC. 9.01.a. EVENT TYPE DEFINITIONS. The District shall issue permits based on the following definition of use:

- (a) Event - defined as use with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
 - i. *Major Event* - Major Events are classified as events drawing more than 50 people total or events that close a District street. A non-refundable application-processing fee must accompany the application. Applications must be submitted at least 30 days in advance of event date.
 - ii. *Minor Event* - Minor Events are classified as events drawing 50 people or less that do not close any streets. A non-refundable application-processing fee must accompany the application. Applications must be submitted at least 30 days in advance of event date.
- (b) Large Scale Community Event - defined as use with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required. A non-refundable application-processing fee must accompany the application. Applications must be submitted at least 30 days (60 days for events over 1000 participants) in advance of event date.
- (c) Vendor Contract - defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months. Anyone wishing to sell food or goods at any park facilities, must have a current business license, insurance, and a valid Vending Permit. Please allow up to 30 days for the application process.
- (d) *Business License for Booth Sales* - Any person or organization, including a non-profit organization, who is selling food or merchandise at a special event must have a 1-day booth permit. Information only booths do not need a booth permit.
- (e) *Film Permits* – A Photography/Motion Picture Permit is required for use of SCSD parks, buildings, or grounds for the staging or shooting of commercial motion or television pictures and photography.

SEC. 9.02. FACILITY USE PERMIT PROCESS. Any individuals or organizations seeking issuance of a Facility Use Permit hereunder shall file a permit application to use District facilities on the appropriate application form provided by the District. All requests must be filed with the District along with the required application processing fee, deposit, use fees, proof of appropriate insurance coverage, and fees for other services at least thirty (30) working days prior to the actual event date. The General Manager, under direction of the Board, may impose additional conditions for approval. All Event Permits shall be reviewed by the Fire Chief.

SEC. 9.03. FACILITY USE FEES. Facility use fees, as established and adopted by the District Board on an annual basis in the Fee Schedule, shall be charged for and must accompany each Facility Use Permit request required hereunder for said facility use permit request to be fully and properly executed by the District.

SEC. 9.03.a FEE STRUCTURE DEFINITIONS. The District shall identify the following fee structure definitions when charging customers for use of facilities:

- A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors, that has a fully executed vendor contract for use of District parks and recreation facilities.
- A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events at District facilities for those events sponsored by a District approved vendor.
- The "All Day Rate" shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for greater than four (4) consecutive hours.
- The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for a maximum of four consecutive hours.

SEC. 9.03.b. FACILITY USE FEES. The District shall charge rates for use of District-owned facilities as outlined in the Fee Schedule.

SEC. 9.03.c. EVENT SERVICES FEES. The District shall charge a fee per hour for an event host for events requiring a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board in the Fee Schedule.

SEC. 9.03.d. RECREATION PROGRAM FEES. The District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Fee Schedule. Program fees shall be adopted by the Board within two months of the inception or change of fees.

SEC. 9.04. DEPOSIT. A deposit, as established and adopted by the District's Board in the Fee Schedule must accompany each Facility Use Permit request. The deposit shall be refunded to the applicant within thirty (30) working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

SEC. 9.04.a. FACILITY USE DEPOSIT FEES. The District shall charge a deposit for events which qualify and are defined as special events or large-scale community events, as outlined in the Fee Schedule.

SEC. 9.05. INSURANCE. All events requiring a Facility Use Permit shall obtain Liability Insurance for the event; a Facility Use Permit request shall not be considered fully executed unless the individual or organization seeking issuance of a Facility Use Permit obtains and furnishes liability coverage for the event which is acceptable to the District.

Insurance is required for all Facility Use Permits except as otherwise prohibited by law or in the event an exemption is obtained from the General Manager. When required insurance must be submitted to the SCSD thirty (30) business days prior to the event, event holder will provide:

- A Certificate of Insurance of \$2,000,000 liability coverage. (General Aggregate and Each Occurrence)
- An endorsement, naming the "Scotia Community Services District, it's elected or appointed officers, officials, employees and volunteers" as additionally insured.
- The endorsement must also provide a statement that the insurance will be primary and that the insurance will not be cancelled without prior 30-day written notice given to the Scotia Community Services District.
- Liability Release Form – add language

SEC. 9.06. PERMITS FOR USE OF FACILITIES. The District shall only grant a Facility Use Permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the Facility Use Permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area, as determined by the International Building Code (IBC) and National Fire Prevention Association (NFPA) standards;
- (c) The use for which the Facility Use Permit is sought complies with the use established for the facility or area requested.

SEC. 9.07. USE OF SOUND AMPLIFICATION SYSTEM. The District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a Facility Use Permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users, nor violate any established Noise Ordinance.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which sound amplification systems are utilized, the following requirements shall also be required:

- (a) A District employee, or other designee, will be assigned to be present throughout the event.

SEC. 9.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES. The District shall only grant permission for sale or service of alcoholic beverages when each of the following conditions are met:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a Facility Use Permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) The individual or organization seeking permission has a valid permit from the ABC to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;

- (d) The use for which permission is sought complies with the use established for the facility or area requested.
- (a) A District employee, or other designee, will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The General Manager has the authority to impose additional conditions, including insurance and liability provisions, as a requirement for issuance of a fully executed Facility Use Permit. Additional Fees and Rates may be required at events that intend to sell or serve alcohol.

SEC. 9.09. USE OF DISTRICT-OWNED EQUIPMENT. The District may make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use, as determined by the General Manager or Board of Directors. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a Facility Use Permit request for the facility in which the equipment will be utilized;
- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of SCSD-owned equipment furnishes the District with appropriate liability coverage.

SEC. 9.10 WAIVER. A waiver of the fees and/or deposit for certain types of protected activities may be available upon the discretion of the General Manager.

SEC. 9.11. APPEALS. An appeal of the action of District staff on any Facility Use Permit pursuant to this chapter must be in writing and filed by or on behalf of the individual or organization seeking the Facility Use Permit, within (10) days after the action of District staff on the Facility Use Permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

CHAPTER 10. – ENFORCEMENT

SEC. 1.0 AUTHORITY. California Government Code Section 61064(a) states the “violation of any rule, regulation, or ordinance adopted by a board of directors is a misdemeanor punishable pursuant to Section 19 of the Penal Code.” California Government Code Section 61064(b) allows any citation issued by the SCSD for the violation of a rule, regulation, or ordinance adopted by the Board “may be processed as an infraction pursuant to subdivision (d) of Section 17 of the Penal Code.” Finally, Cal. Gov’t Code 61064(c) allows the Board to confer on “designated uniformed district employees the power to issue citations for misdemeanor and infraction violations of state law, city or county ordinances, or district rules, regulations, or ordinances when the violation is

committed within a facility and in the presence of the employee issuing the citation. District employees shall issue citations pursuant to Chapter 5C (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code.”

SEC. 2.0 DESIGNATED EMPLOYEES. Each act that violates this Parks and Recreation Ordinance is a violation of the Scotia Community Services District’s rules and shall constitute a separate offense. A violation of this section is punishable as a misdemeanor or infraction, chargeable at the General Manager’s or District’s Counsel’s discretion.

SEC. 3.0 PENALTY. (A) It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this ordinance or the provisions of any ordinance adopted by reference by this ordinance. Any person violating any of such provisions or failing to comply with any of the mandatory requirements of this ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, is committed, continued, or permitted by such person and shall be punishable accordingly. Any violation of this ordinance which is declared to be a misdemeanor shall be considered and treated as an infraction subject to the procedures described in Cal. Penal Code §§ 19.6 and 19.7, when:

- (1) The District Manager or District Counsel files a complaint charging the offense as an infraction unless the defendant, at the time he is arraigned, after being informed of his rights, elects to have the case proceed as a misdemeanor; or
- (2) The court, with the consent of the defendant, determines that the offense is an infraction in which event the case shall proceed as if the defendant had been arraigned on an infraction complaint.

(B) In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of any of the provisions of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, shall be deemed a public nuisance and may be summarily abated by this District, and each day such condition continues shall be regarded as a new and separate offense.

(C) Each violation of this ordinance expressly declared to be an infraction is punishable by:

- (1) A fine not exceeding \$100 for the first violation;
- (2) A fine not exceeding \$200 for the second violation of the same ordinance within one year;
- (3) A fine not exceeding \$500 for each additional violation of the same ordinance within one year.

Section 2: Severability. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Chapter. The Board of Directors hereby declares that it would have passed this Chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid under law.

Section 3: California Environmental Quality Act (CEQA) Determination. Under the EIR that was completed upon the formation of the Scotia Community Services District, a determination was made that the District would not result in a significant environmental impact. This ordinance is also exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 4: Limitation of Actions. Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 5: This ordinance will take effect thirty (30) days after the date of its adoption.

DATE: _____, 2016

ATTEST:

APPROVED:

Clerk, Scotia Community Services District
District

President, Scotia Community Services
District

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 2016-2, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk, Scotia Community Services District

Scotia Community Services District Staff Report

DATE: September 22, 2016
 TO: Scotia CSD Board of Directors
 FROM: Leslie Marshall, Board Clerk
 SUBJECT: SCSD Insurance Update

RECOMMENDATION:

Hear an update on Insurance.

DISCUSSION:

SCSD staff has been looking into an additional quote, to supplement the insurance quote from SDRMA. Staff has spoken with ACWA and is continuing to work on an additional quote through that agency.

SCSD’s Insurance Budget is \$60,000

What we have so far:

	SDRMA, JPA	ACWA, JPIA
Required Memberships	CSDA (already member)	ACWA (fee based on rev/exp)
Risk Assessment	Case by case with insurance	Included in quote (free)
Quote	\$52,953.02	\$2,580.00 (with \$2,500.00 “deposit) (for liability ONLY, no property insurance included)
Liability Coverage	General, Property, Dam Failure, flood, Public officials and employee’s errors and omissions & fidelity, Employee benefits liability, Employment practices liability, Auto liability & physical damage, Boiler and machinery, Cyber coverage	Based on payroll – initial \$2500 General, auto, public officials, employee practices.
Coverage Limits	-General Liability: \$2.5 Million/ Occurrence (Higher limits available upon request)	General Liability: \$60 million limit SUB-LIMIT: Subsidence - \$20,000,000

	-Property: \$1 Billion/ Occurrence -Ancillary coverages are offered on a member-by-member basis	Includes: Errors & Omissions, Employment Practices Liability, Public Officials Liability, Automobile Liability. Cyber/Technology Liability Coverage Incl. w/ Liability Program Limit of Coverage: \$2,000,000
Initial Commitment	3 years	3 years
Termination Notice	3 months	1 year
Additional Coverages Available	Workers comp. (no deposit), health benefits, earthquake (sep. carrier)	Workers Comp. (requires deposit)
Payment	Up front, pro-rated for any months not used.	Up-Front
Bonus	Credit Incentive Program (up to 15%)	Trainings, video library

ACTION:

None at this time.

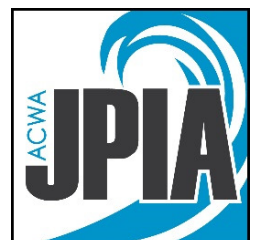
FISCAL IMPACT:

None at this time.



Coverage Proposal
MAIN SAN GABRIEL BASIN WATERMASTER

OCTOBER 4, 2016





Liability Coverage Quotation

LIABILITY PROGRAM

Limit of Coverage.....\$60,000,000

SUB-LIMIT:

Subsidence - \$20,000,000

INCLUDES

- Errors & Omissions
- Employment Practices Liability
- Public Officials Liability
- Automobile Liability

10/1/16 TO 10/1/17 ESTIMATED DEPOSIT PREMIUM:

Retrospective Allocation Point (RAP) \$2,500

Participation in 1 JPIA Program \$2,580

Deposit premium based on estimated annual payroll. For purposes of the retrospective premium calculation, each member may select its own retrospective allocation point (RAP).

Excess Coverage Providers	AM Best Rating
Allied Public Risk/Allied World Assurance Co.	A: XV
Great American Insurance/ Evanston Insurance Co.	A+: XIV A: XV
Great American Insurance Company of NY	A+: XIV
Great American Insurance Company of NY/ Endurance Risk Solutions Assurance	A+: XIV A: XV
General Security Indemnity Co of AZ	A: XV

CYBER AND TECHNOLOGY LIABILITY COVERAGE

Included with Liability Program

Limit of Coverage.....\$2,000,000 *

INCLUDES

- Third Party Liability Coverage
- First Party Coverage

RETENTION SCHEDULE

Revenue:

<\$5,000,000.....	\$10,000
\$5,000,000 to \$25,000,000	\$25,000
>\$25,000,000.....	\$50,000

*Policy Aggregate Limit

The Rate Stabilization Fund Ride

As a father of two young boys I've been experiencing the undertaking of helping them to learn to ride a bike. Their approach to learning has been very typical. They are skeptical whether or not they want to do this. They wonder if it's worth the effort. They are scared of getting hurt. They often are easily discouraged. Like most kids they don't have a lot of patience for the process.

Great encouragement is needed. Having gone through the experience as a kid, I know that wonderful experiences await them when they finally have it down. I have fond memories of creating an obstacle course, racing friends, and pretending to be a CHP officer – all riding my bike.

At the heart of the matter is confidence and assurance. This comes from a clear understanding of how to do it. My sons don't seem to fully comprehend that riding a bike will offer great experiences for them. My

best bet is to get them to learn with experience and then they will realize these things on their own.

JPIA offers its own bike that needs some learning to ride. The rate stabilization fund (RSF) is a vehicle created to assist your insurance funding. Like learning to ride a bike, the RSF often invokes skepticism and is not easily grasped. If you ever felt this way, be assured you are not alone. As a former financial auditor of the JPIA, I know from personal experience some effort is needed. It is my hope to educate the member districts so that the success of the RSF is better comprehended and appreciated.

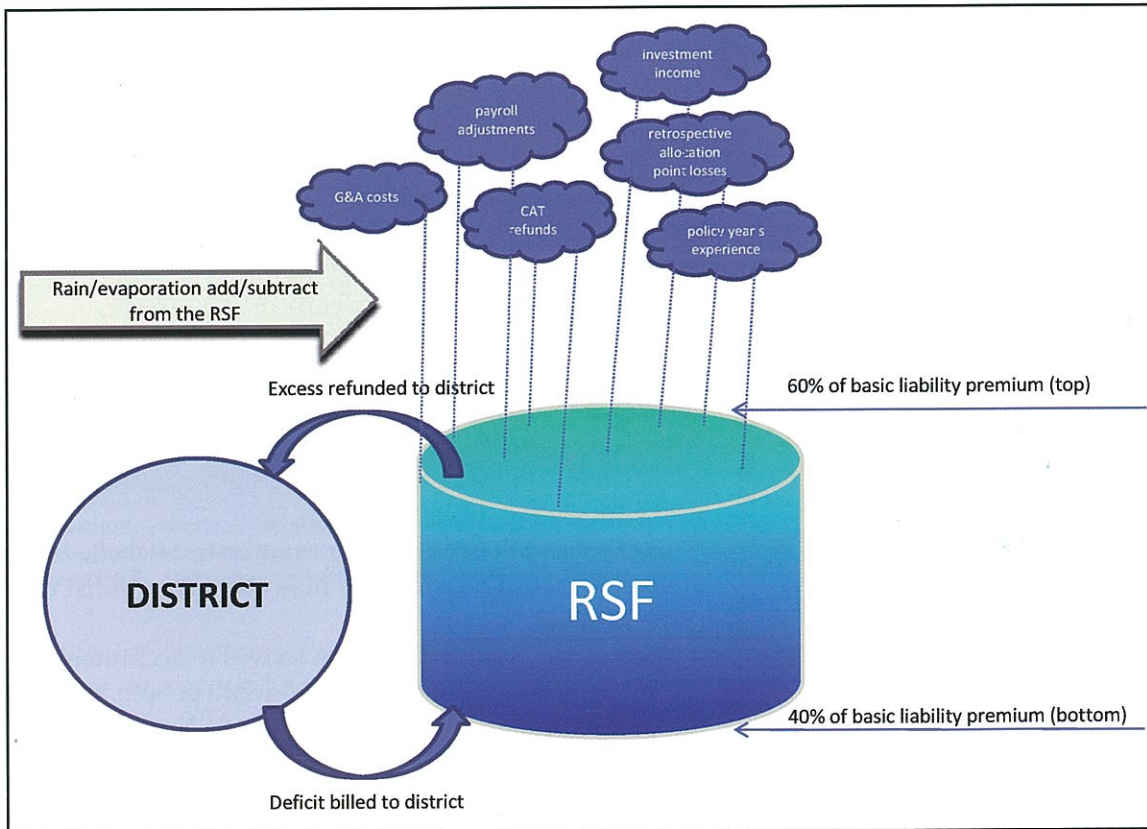
Before discussing the RSF, some background on pooling is needed. Each policy year in every Program stands on its own for funding. This means that at the closing of a policy year when all claims have been paid and settled, the total premiums collected from members is compared to

the total expenses incurred for that policy year. As a result, the JPIA will have either collected more than necessary from the members or not collected enough. This translates to either a refund check or an assessment (invoice) to the members. It can take

However, armed with a better understanding of the RSF, each district will continue to experience the joy of the ride ...

many years for a policy year to close.

The JPIA created the rate stabilization fund as a tool to lessen the frequency of cash to/from member districts. The refunds or assessments explained in the previous paragraph flow through each member's individual RSF. To provide timely refunds/assessments, every Program policy year that is 45 months or older is reviewed to determine if premiums collected exceed or under fund the policy year's expenses. For open policy years, the recent actuary's "ultimate loss" estimate of total cumulative claims to be paid is used. The members' portion of pooled



losses are then refunded or assessed ratably based on the percentage of the district's premium to the total of all premiums in that policy year.

For example, if your district paid \$50,000 in premiums for policy year 2004/05 and the total premiums for policy year 2004/05 was \$1 million, then your refund or assessment would be five percent (50,000/1,000,000) of the determined excess or deficit. Continuing this example, if the JPIA was over funded by \$400,000 in policy year 2004/05, then your district would be credited a refund in its RSF of \$20,000.

Each district's RSF is allowed to accumulate up to 60 percent of the most recent basic Liability premium. For example, if your district paid

\$100,000 in premium for the Liability Program in policy year 2008-09, your district's RSF would be allowed to accumulate up to \$60,000 in its account. When the amount in the RSF exceeds this \$60,000 threshold, the difference is refunded to bring the balance back to \$60,000. (See illustration.)

Conversely, each district is allowed to borrow in its RSF up to 40 percent of its recent basic Liability premium (\$40,000 in the example used above). To the extent any member's RSF balance drops below this 40 percent threshold, they are assessed the difference to bring it back to the 40 percent threshold.

Each year the JPIA sends out RSF statements to the members. On these

statements you can see additions and subtractions to your account related to specific policy years. Also on these statements the JPIA makes other adjustments such as payroll and refunds from catastrophic reserves. A member must participate in the Liability Program to benefit from the RSF.

Like riding a bike each district's RSF will have some bumps along the road with unfavorable experience mixed in with the joy of cutting a corner fast. However, armed with a better understanding of the RSF, each district will continue to experience the joy of the ride as the frequency of cash funds to/from the JPIA/district are lessened by the RSF.

If you should have any questions about the RSF please do not hesitate to contact me. I can be reached at (800) 231-5742 or ddebernardi@acwajpia.com.

Written by: David deBernardi, Director of Finance

Two Landmark Workers' Compensation Appeals Board Decisions

In 2004, legislation was passed that overhauled the State's nearly one-hundred-year-old Workers' Compensation system. At the heart of that legislation was the implementation of a new Permanent Disability Rating Schedule (PDRS). The 2004 law (Senate Bill 899) mandated that the PDRS would be consistent, uniform, and objective. The schedule required that doctors utilize the American Medical Association guidelines to establish an injured worker's level of permanent disability.

On February 3, 2009, the Workers' Compensation Appeals Board (WCAB) Commissioners issued two landmark decisions which more or less nullified the law. All seven commissioners declared in these two decisions (Almaraz/Guzman and Ogilvie) that the PDRS established by SB 899 can be rebutted and invalidated if the injured worker can show that the permanent disability awarded per the schedule would not be a fair and accurate measure of his/her dis-

ability or a true reflection of his/her diminished future earnings capacity.

The Almaraz/Guzman and Ogilvie decisions have the potential to dramatically increase costs. Both defense and applicant attorneys predict more litigation as parties on both sides attempt to convince judges that a rebuttal to the PDRS is or is not valid.

The impact of these two decisions, along with rising medical costs, has prompted actuaries for the Workers' Compensation Insurance Rating Bureau to recommend a nearly 24 percent mid-year rate increase, with seven percent of the proposed increase due to the Almaraz/Guzman decisions alone.

These cases have created such controversy that in April, the WCAB Commissioners agreed to reconsider their rulings. Unfortunately, the Commissioners did not order a stay of the rulings, so these cases are the law of the land at this time.

Written by: Dianne Salvador, Workers' Compensation Claims Manager

How To Reach JPIA

Phone:

916.535.7500 or 800.231.5742

Voice Mail:

916.535.7510 or 800.535.7899

Fax:

916. 965-6847 or 916.535.7517

E-mail:

claims@acwajpia.com
videos@acwajpia.com
training@acwajpia.com

Web Site:

www.acwajpia.com

Address:

5620 Birdcage Street
Suite 200
Citrus Heights,
CA 95610-7632

Joint Powers Agreement

Creating The

Association of California Water Agencies Joint Powers Insurance Authority

Adopted May 9, 1979
Revised on May 7, 2012

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Joint Powers Agreement

Creating The

Association Of California Water Agencies Joint Powers Insurance Authority

THIS AGREEMENT is made and entered into in the County of Placer, State of California, by and among the water districts and agencies (hereinafter "Districts") and other public entities (hereinafter "Friends of ACWA") organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A", which is attached hereto and made a part hereof. Said Districts and Friends of ACWA are sometimes referred to herein as "parties" or "Members".

Recitals

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, 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, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance or reinsurance 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 purpose of establishing pools for self-insured losses and purchasing excess insurance or reinsurance and administrative services in connection with joint protection programs for said parties; and

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

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:

- (a) **"Auditor/Controller"** shall mean that person, designated by the Executive Committee who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority, and to provide for an annual audit.
- (b) **"Authority"** shall mean the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) created by this Agreement.
- (c) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (d) **"Chief Executive Officer"** shall mean that employee of the Authority who is so appointed by the Executive Committee and ratified by the Board of Directors at the next meeting, unless approved unanimously by the Executive Committee.
- (e) **"Claims"** shall mean demands made against Members which are within the Authority's joint protection programs as developed by the Board of Directors.
- (f) **"Deposit Premium"** shall mean the amount determined by the Executive Committee annually, as necessary to fund each joint protection program of the Authority.
- (g) **"Director"** shall mean that individual selected by the Member, from its governing body, to represent the Member on the ACWA/JPIA Board of Directors.
- (h) **"District"** shall mean those entities of local government empowered by law to replenish ground waters, distribute, control, treat, develop, acquire, use, store or supply water, or empowered by laws to protect, drain or reclaim lands within the State of California, including but not limited to irrigation districts, California water districts, municipal water districts, county water districts, municipal utility districts, and drainage, water replenishment, reclamation districts, flood control districts, conservation districts, sanitation districts, sanitary districts, special act districts, cities, and joint powers authorities which are signatories to this Agreement and are members of the Association of California Water Agencies (ACWA), or are affiliated with ACWA based on their meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA".
- (i) **"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.

- (j) **"Excess Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority to protect the funds of the Members.
- (k) **"Executive Committee"** shall mean the Executive Committee of the Board of Directors of the Authority.
- (l) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of districts appointed by the Board President and ratified by their Districts.
- (m) **"Fiscal Year"** shall mean that period of twelve (12) months which is established as the fiscal year of the Authority.
- (n) **"Friends of ACWA"** shall mean those public agencies that do not meet the definition of **"District"** who are members of the ACWA or are affiliated with ACWA based on their meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA," and which are also signatories to this Agreement.
- (o) **"Insurance"** shall mean and include a joint protection program, self-insurance through a funded program, and/or any commercial insurance or reinsurance contract.
- (p) **"Member"** shall mean either a **"Friend of ACWA"** or a **"District"** which is a signatory to this Agreement.
- (q) **"Policy Year"** shall mean a period of time, usually twelve (12) months, determined by the Executive Committee into which each joint protection program is segregated for ease in determining deposit premiums, incurred losses, and retrospective premium calculations.
- (r) **"Retrospective Premium Adjustment"** shall include the terms "Retrospective Premium" and "Retrospective Adjustment" and shall mean the amount determined by the cost allocation plans and formulas adopted from time to time by the Board as a Member's share of losses, expenses, and contribution to the catastrophe fund or other reserve.
- (s) **"Secretary"** shall mean the person appointed by the Executive Committee to record or cause to be recorded, and 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 and Executive Committee.
- (t) **"Treasurer"** shall mean the person appointed by the Executive Committee to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority.

Article 2 — Purposes

This Agreement is entered into by Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical public liability, workers' compensation, unemployment, health, accident and/or dental, and property coverage, or coverage for other risks to which the Board of Directors may agree.

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 Association of California Water Agencies Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Districts and Friends of ACWA will separately pool their losses and claims, and jointly purchase excess insurance and/or reinsurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal, and other related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date 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, subject to approval by the Board of Directors.

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 to this Agreement pursuant to Article 21. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 22 or Article 23, shall not affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining.

Article 4 — Term Of Agreement

This Agreement became effective on the date of execution hereof by the last of sixty (60) Districts with a combined 1978/79 liability policy premium of \$2 million, and it shall continue until and unless terminated as hereinafter provided.

Article 5 — Creation Of Authority

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Association of California Water Agencies Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and

obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any District or Friend of ACWA.

Article 6 — Powers Of Authority

- (a) The Authority shall have 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;
 - (2) To incur debts, liabilities or obligations;
 - (3) To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
 - (4) To sue and be sued in its own name; and
 - (5) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- (b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law, and in accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Walnut Valley Water District as specified in The California Water District Law (California Water Code Sections 34000 *et seq.*).

Article 7 — Board Of Directors

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- (b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.
- (c) Each Director representing a Member, or his or her alternate, shall have one vote.

Article 8 — Powers Of The Board Of Directors

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

- (a) The Board shall elect from its voting members pursuant to Article 10 of this Agreement an Executive Committee.
- (b) The Board may review all acts of the Executive Committee, and shall have the power to modify and/or reverse any decision or action of the Executive Committee upon a majority vote of the voting Directors present at any Duly Constituted Board Meeting.
- (c) The Board shall review, modify if necessary, and approve the annual operating budget of the Authority, prepared by the Executive Committee pursuant to Article 11 (d).
- (d) The Board shall receive and review periodic accountings of all funds under Articles 17 and 18 of this Agreement.
- (e) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, which the Authority may conduct under the provisions hereof and pursuant to law.
- (f) The Board shall have such other powers and functions as are provided for in this Agreement or in the Bylaws.

Article 9 — Meetings Of The Board Of Directors

- (a) **Meetings.** The Board shall provide for at least one annual regular meeting. It may also provide for adjourned regular meetings, special meetings, or meetings upon call of the President of the Board.
- (b) **Minutes.** The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings (but not of any closed-session portion of any such meeting) to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Member.
- (c) **Quorum.** Any fifty (50) voting members of the Board present when the meeting is called to order shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those voting members present and voting in the prescribed manner at any Duly Constituted Board Meeting shall be sufficient to constitute action by the Board except as otherwise specifically set forth in this Agreement or in the Bylaws.

- (d) **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 10 — Executive Committee

- (a) There shall be an Executive Committee of the Board of Directors which shall consist of nine (9) members, as provided in the Bylaws. Eight (8) members of the Executive Committee shall be elected by the Board of Directors from its voting members as provided in the Bylaws. The ninth member of the Executive Committee shall be the Vice President of the Association of California Water Agencies, who shall be an *ex officio* member of the Executive Committee.
- (b) The Executive Committee shall appoint a President and a Vice President of the Board of Directors from among the eight (8) Executive Committee members elected by the Board of Directors, as provided in the Bylaws. The President of the Board, or the Vice President in his or her absence, shall serve as the Chair of the Executive Committee.
- (c) The unexcused absence of a member of the Executive Committee, other than the Vice President of the Association of California Water Agencies, from two consecutive meetings may be cause for the removal of said member by the Executive Committee.
- (d) Vacancies on the Executive Committee shall be filled as provided in the Bylaws.

Article 11 — Powers Of The Executive Committee

The Executive Committee shall have the following powers:

- (a) The Executive Committee shall determine details of and select the joint protection program or programs of the Authority.
- (b) The Executive Committee shall determine and select all insurance, including excess insurance and reinsurance, necessary to carry out the joint protection program or programs of the Authority.
- (c) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control and risk management consulting.
- (d) The Executive Committee shall cause to be prepared the operating budget of the Authority for each fiscal year, subject to review, modification and approval by the Board, as provided for in Article 8 (c).

- (e) The Executive Committee shall receive and act upon reports of all other committees and from the Chief Executive Officer.
- (f) The Executive Committee shall appoint the President, Vice President, Chief Executive Officer, Secretary, Treasurer, and Auditor/Controller of the Authority.
- (g) The Executive Committee shall have the authority to engage, retain, and discharge persons, firms, or other organizations as the Executive Committee deems necessary for the administration of the Authority. The Executive Committee may delegate this authority to the Chief Executive Officer of the Authority.
- (h) The Executive Committee shall exercise general supervisory control of and provide policy to the Chief Executive Officer.
- (i) Additional committees and sub-committees shall be established by the Executive Committee as it deems necessary to best serve the interests of the Authority.
- (j) The Executive Committee shall have such other powers and functions as are provided for pursuant to this Agreement.

Article 12 — Meetings Of The Executive Committee

The meetings of the Executive Committee shall be held and conducted as provided in the Bylaws. The Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities.

Article 13 — Officers Of The Authority

- (a) **President and Vice President.** The President and Vice President of the Board shall be appointed by the Executive Committee from among the Executive Committee's eight (8) elected members. In the event the President or Vice President so appointed ceases to be a member of the Board, the resulting vacancy in the office of President or Vice President may be filled on either an interim or a permanent basis at the next regular meeting of the Executive Committee held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Executive Committee.
- (b) **Chief Executive Officer.** The Chief Executive Officer shall have the general administrative responsibility for the activities of the Authority and shall appoint all necessary employees thereof, subject to prior authorization of

each position by the Executive Committee and shall perform such other duties as may be assigned by the Executive Committee.

- (c) **Auditor/Controller.** The Auditor/Controller shall be appointed by the Executive Committee. The duties of the Auditor/Controller shall be as set forth in Articles 17 and 18 of this Agreement.
- (d) **Secretary.** The Secretary shall be appointed by the Executive Committee and shall be responsible for all minutes, notices, and records of the Authority.
- (e) **Treasurer.** The Treasurer shall be appointed by the Executive Committee. The duties of the Treasurer shall be as set forth in Articles 17 and 18 of this Agreement.
- (f) The Executive Committee shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

Article 14 — Standing Committees

The Board or the Executive Committee may establish standing committees from time to time, as provided in the Bylaws.

Article 15 — Insurance Coverage

- (a) The Authority shall maintain such levels of insurance coverage for Members as may be determined by the Executive Committee. 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 Insurance coverages provided for Members by the Authority may include protection for comprehensive and economical public liability, property, workers' compensation, employee benefits, or coverage for other risks which the Executive Committee may determine to be advisable.
- (c) The Executive Committee may arrange for group policies to be issued for Members interested in obtaining additional coverage, at an additional cost to those participating Members.
- (d) The Executive Committee may arrange for the purchase of Excess Insurance. The Executive Committee may discontinue purchase of this Excess Insurance, if at a future time it is no longer needed to protect the Authority's funds.

Article 16 —Implementation Of The Joint Protection Program

- (a) The Board of Directors shall establish the insurance coverages provided for in Article 15, the amount of deposit premiums, and the precise cost

allocation plans and formulas, and shall provide for the handling of claims, and the pro forma financial statements of each joint protection program, and shall specify the amounts and types of Excess Insurance or reinsurance to be procured.

- (b) The Deposit Premium for each Member for each joint protection program shall be determined by the Executive Committee.
 - (1) Deposit Premiums shall be based on estimated costs for a given program year. Costs shall include estimates for claims, excess insurance/reinsurance, general & administrative expenses, program reserves and include an estimate for interest earnings.
 - (2) Each Member's share of the Deposit Premium for the given program year shall generally be based on its payroll and past loss history for the Liability, Workers' Compensation, and Employee Benefits Programs and scheduled values for the Property Program.

The Executive Committee may make retrospective premium adjustments to prior program years.

- (c) The Retrospective Premium Adjustment, and all other adjustments to the Authority's financial records respecting each Member, shall be made annually. All premiums shall be due and payable within thirty (30) days after the invoice date.
- (d) Inasmuch as some Members may experience an unusually high dollar value of losses during a single Policy Year, which would increase their Retrospective Premium substantially above the Deposit Premium for that joint protection program for that Policy Year and cause budgetary problems, the Executive Committee may allow for payment of a portion of such additional Retrospective Premium to be made over a period of time, not to exceed five years, with reasonable interest.
- (e) The Executive Committee shall have the power to disburse or distribute reserve funds for their intended purposes.

Article 17 — Accounts And Records

- (a) **Annual Budget.** The Authority shall annually adopt an operating budget, pursuant to Article 8 (c) of this Agreement.
- (b) **Funds and Accounts.** The Treasurer of the Authority shall establish and maintain such funds and accounts as required by the Executive Committee and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law.

- (c) **Treasurer's Report.** The Treasurer shall present a complete written report of all investment activities for the most recently completed fiscal year to the Board at its regularly scheduled meeting.
- (d) **Annual Audit.** The Auditor/Controller shall provide for a certified, annual audit of the accounts and records of the authority, which audit shall be made by a certified public accountant and shall conform to generally accepted auditing standards. Such report shall be presented to the Executive Committee and, following its approval by the Executive Committee, shall be presented to the Board of Directors for concurrence.

Article 18 — Responsibility For Monies

- (a) The Treasurer of the Authority shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by resolution of the Executive Committee.
- (b) A bond in the amount determined adequate by the Executive Committee shall be required of all officers and personnel authorized to disburse funds of the Authority, such bond to be paid for by the Authority.
- (c) The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:
 - (1) Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;
 - (3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on outstanding bonds and coupons of the Authority;
 - (4) Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and the Chair of the Finance & Audit Committee.

Article 19 — Responsibilities Of The Authority

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Provide insurance coverage as necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage, reinsurance, and umbrella insurance, by negotiation or bid, and purchase, as necessary.

- (b) Assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority.
- (c) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks covered by the joint protection programs within the Member.
- (d) Provide loss prevention and safety consulting services to Members as required.
- (e) Provide claims adjusting and subrogation services for Claims covered by the Authority's joint protection programs.
- (f) 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) Review Member contracts to determine sufficiency of indemnity and insurance provisions when requested.
- (h) Conduct risk assessments for each Member.
- (i) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee.

Article 20 — Responsibilities Of Members

Members shall have the following responsibilities:

- (a) The governing board of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.
- (b) Each Member shall appoint an employee of the Member 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.
- (c) It is recommended that each Member maintain an active safety officer and/or committee. Each Member shall consider all recommendations of the Authority concerning unsafe practices.
- (d) Each Member shall pay its deposit premium and premium adjustments, including any Retrospective Adjustment, within thirty (30) days after the invoice date. After withdrawal or termination, each Member or former Member or its successor shall pay within 45 days to the Authority its share of any additional premium, when and if required of it by the Executive Committee under Article 24 or Article 25 of this Agreement.

- (e) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.
- (f) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer or reinsurer of the Authority, in all matters relating to this Agreement and covered claims, and shall also comply with all Bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

Article 21 — New Members

The Authority shall allow new Members entry into its joint protection programs only upon approval by the Board, or by the Executive Committee if specifically delegated such authority by resolution of the Board, which resolution may impose such conditions or limitations upon such authority of the Executive Committee as the Board deems appropriate. Members entering under this Article may be required to pay their share of the organizational expenses as determined by the Executive Committee, including expenses necessary to analyze their loss data and determine their Deposit Premiums.

Article 22 — Withdrawal

- (a) A Member may withdraw as a party to this Agreement any time prior to its consenting in writing to enter the joint protection program.
- (b) A Member that does not consent in writing to enter the joint protection program must withdraw as a party to this Agreement prior to the effective date of the program, or it will be considered to have voluntarily withdrawn upon such effective date.
- (c) As respects to coverage Programs of the Authority, other than the Employee Benefits Program:
 - (1) A Member that enters or has entered any pooled joint protection program may not withdraw as a participant of that program, as a party to this Agreement, or as a Member of the Authority, for a three-year period commencing on the Member's date of entry into said pooled joint protection program.
 - (2) After the initial three-year non-cancellable commitment to each pooled joint protection program, a Member may withdraw only at the end of said program's Policy Year, provided it has given the Authority a twelve-month written notice of its intent to withdraw from said pooled joint protection program.

- (i) No later than ninety (90) days prior to the end of said pooled joint protection program's Policy Year, any Member having given an Article 22 (d) conditional notice shall make clear to the Authority its final decision on withdrawal. Final notice of actual withdrawal must be given and received by that date in clear, unambiguous form. The staff is instructed to rely on such final notice received on or before ninety (90) days prior to the end of the program's Policy Year, and no rescission of such final notice can be made after close of business ninety (90) days prior to the end of the program's Policy Year. If no such final notice is received by close of business on the required date, staff shall treat the original notice with all its conditions and ambiguities as final notice of withdrawal.
 - (ii) Any participation by a former Member must be effected as a new Member. No benefits will be held over from the withdrawing Member's former status as a previous program participant.
- (3) Members may withdraw from any group purchase program at the conclusion of its Policy Year, without being required to give the twelve-month written notice required for withdrawal from pooled joint protection programs.
- (d) Members may withdraw as a party of the Employee Benefits Program to be effective on the first day of any month by providing written intention of withdrawing to the Authority at least 60 days prior to the proposed effective date of the withdrawal. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Authority which shall acknowledge receipt of such notice of the withdrawal in writing effective upon the proposed filing date, or such other date as the Executive Committee may designate which is not more than 90 nor less than 60 days from the notice in order to bring such notice of withdrawal in compliance with the terms hereof.
 - (e) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the programs of the Authority.

Article 23 — Cancellation Of Membership Or Participation

- (a) Notwithstanding the provisions of Article 22, the Authority shall have the right to cancel any Member's participation in any joint protection program upon a two-thirds vote of the voting Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage elsewhere.
- (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, shall cease and be canceled automatically at the end of the next complete Policy Year for each program whenever such Member's membership in the Association of California Water Agencies, or its affiliation with said Association based on its meeting the criteria currently specified by ACWA for ACWA Affiliates – “Friends of ACWA,” ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 24 (b).

- (c) 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 canceled at the discretion of the Executive Committee whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Executive Committee, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 24 (b).

Article 24 — Effect Of Withdrawal Or Cancellation

- (a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the same and a Member by withdrawing or being canceled shall not be entitled to payment or return of any premium, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 25 (c).
- (b) The withdrawal or cancellation of any Member after the effective date of any joint protection program shall not terminate its responsibility to contribute its share of deposit premium, premium adjustments or funds to any funds or insurance program(s) created by the Authority until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in Article 25 (b) of this Agreement.

Article 25 — Termination And Distribution

- (a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) 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 assets and all other functions necessary to wind up the affairs of the Authority.
- (b) The Executive Committee 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 and former

Members, including those which were signatory hereto at the time the Claim arose or was incurred, to pay their share of any additional amount of premium in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement. A Member's or former Member's share of such additional premium shall be determined on the same basis as that provided for Retrospective Premiums in Article 16 of this Agreement.

- (c) Upon termination of this Agreement all assets of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 22 (d) or were canceled pursuant to Article 23 of this Agreement, in accordance with and proportionate to their cash contributions (including premium payments and property at market value when received) made during the term of this Agreement. The Executive Committee shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement.
- (d) In the absence of an Executive Committee, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Executive Committee or Chief Executive Officer under this Article shall be final.

Article 26 — Provision For Bylaws And Manuals

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

Article 27 — Notices

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

Article 28 — Amendment

This Agreement may be amended at any time by a two-thirds (2/3) vote of the voting Directors present at any Duly Constituted Board Meeting.

Article 29 — Prohibition Against Assignment

No 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 shall have any right, claim or title or any part, share, interest, fund, premium or asset of the Authority.

Article 30 — 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.

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

DATE: _____

Member

BY:

Signature of Authorized Representative

October 7, 2016

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 2016-17 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, 2016 through June 30, 2017

\$52,953.02

SCHEDULED PROPERTY

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$19,419,000	7 scheduled structures or contents
Vehicle Inventory	\$0	0 scheduled vehicles
Mobile Floater Equipment	\$0	0 mobile equipment items
Trailer Inventory	\$0	0 scheduled trailers
Dam Failure Liability Limit	\$2,500,000	Included in quotation above

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.

Scotia Community Services District
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



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. 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.

PUBLIC 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 Public 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.

EMPLOYEE AND PUBLIC OFFICIALS ERRORS AND OMISSIONS

Public officials and employee's 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/Liability Coverage Program

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, 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: 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.

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