

ITEM #1

*Discussion and/or Action regarding
General Manager Draft Employment Agreement*

**EMPLOYMENT AGREEMENT
DEL PASO MANOR WATER DISTRICT
DISTRICT GENERAL MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this []th day of October, 2021 ("Effective Date"), by and between the Del Paso Manor Water District, a California county water district (the "District") and Alan J. Gardner ("Employee"), an individual. The District and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

A. The District has created the position of District manager ("General Manager"), pursuant to Water Code section 30540, subdivision (a), to be the administrative head of the District government under the direction and control of the District's Board of Directors ("Board"); and

B. The District has been actively recruiting for the position of General Manager and has interviewed numerous qualified applicants; and

C. The Board will evaluate Employee's knowledge, experience, administrative skills and abilities, as evidenced in his professional background and determine if Employee is the best candidate within the District's General Manager salary range and is qualified to fill the position of General Manager. Employee shall only be appointed to the position of General Manager upon Board approval; and

D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq. to appoint Employee as the General Manager for the District.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of this Agreement, Sections 1 through 9 shall prevail.

Section 2. Appointment of General Manager, Duties and Term

Section 2.1 Appointment of General Manager. Subject to the Board's approval, Employee is hereby appointed to the position of General Manager, in and for the District, to perform the function and duties of the General Manager as specified in this Agreement, and Employee accepts such appointment and employment pursuant to the terms of this Agreement.

Section 2.2 Term. This Agreement shall become effective once executed by both the District and the Employee (“Effective Date”). The term of this Agreement shall be for five (5) years (“Term”), subject to the provisions of Section 5 of this Agreement.

Section 2.3. General Manager Duties. For the Term, Employee shall perform the functions of the General Manager position in accordance with Water Code sections 30580 and 30581, the terms of this Agreement, and the District's General Manager job description, last ratified May of 2020, which is attached hereto as **Exhibit A**, and as may be amended by the Board. Employee's duties, responsibilities, and limitations as General Manager include, but are not limited to:

A. Under direction of the Board, Employee shall be in charge of the administration, personnel and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests, and to make those recommendations reasonably necessary to run the District.

B. Employee does not have authority to enter into any contract in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the express consent of the Board. Employee has authority to enter into any contract up to Two Thousand Five Hundred Dollars (\$2,500.00), which expenditure is set forth in the approved annual budget, consistent with District Ordinance, Resolution or Policy Manual or any modifications thereto, which sets forth the General Manager's contracting authority.

C. Employee shall conduct the business of the District and report to the District at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions and supervision of the District's finances. The Board approves new positions, their terms and compensation range for each position. Once the budget is approved, including the funds for personnel, it is the Employee's job to determine how much within the approved budget each employee receives.

D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Del Paso Manor Water District, last ratified as of May, 2020, attached as **Exhibit A** and as amended herein. Employee represents to have the time, skill and background in order to properly effectuate those job duties.

Section 2.4 No Secondary Employment. Employee agrees to devote all of his productive time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board. Provided, however, that Employee has the

right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties as General Manager.

Section 2.5 Exempt Position. The position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the General Manager position.

Section 2.6 At-Will Employment. Employee is an "at will" employee serving at the pleasure of the Board, as provided in Water Code section 30544. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Board, subject to the qualification in Section 5.2.

Section 2.7 Probationary Period. This Section intentionally left blank.

Section 2.8 No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the District.

Section 2.9 No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 3. Compensation.

3.1 Base Salary. Employee shall be paid at a rate of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only monetary compensation the District pays and the Employee receives for Employee's services under this Agreement.

Section 3.2 Employee Benefits. During the Term of this Agreement, the District agrees to provide such benefits as shown in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

Section 3.3 District-Related Business Travel Reimbursement. Employee's duties require that he have continuously available transportation for District business or other related purposes. Employee agrees to provide and utilize his own vehicle for District-related business. The

District shall reimburse Employee for any District-related business travel at the Internal Revenue Service (“IRS”) mileage rate, which may change from time to time.

Section 3.4 Relocation Expenses. The District will provide Employee with a maximum of Ten Thousand Dollars (\$10,000.00) for actual expenses incurred in moving in order to accept employment from the District. Employee shall submit receipts or other documentation to District as evidence of actual expenses incurred.

If Employee leaves District employment of his own volition prior to serving one year as the General Manager, he agrees to return fifty percent (50%) of the relocation expenses paid to him by the District. If Employee leaves District employment of his own volition after serving one year as General Manager but prior to serving two years in the position, he agrees to return twenty-five percent (25%) of the relocation expenses paid to him by the District. If Employee fails to remit the expenses at the time he leaves District employment, or fails to make separate written arrangements to repay the funds prior to his separation from District service, he agrees that he will be subject to suit by the District against him for breach of this Agreement, and he will pay all reasonable expenses related to collection efforts as well as any attorneys’ fees paid by the District to collect said reimbursement.

Section 4. Performance Evaluation. For the first year of this Agreement, performance evaluations shall be conducted by the Board of Directors following the end of the sixth (6th) and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance evaluations, shall be conducted annually by the Board of Directors in November of each year. The process, at a minimum, shall include the opportunity for both Parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, (C) present a written summary of the evaluation results, and (D) determine any merit and/or cost of living increases.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least sixty (60) days advance written notice of the effective date of Employee’s resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide at least three (3) months advance written notice. Employee’s actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 5.3 of this Agreement.

Section 5.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as the General Manager at any time with or without cause by a three-fifths (3/5) vote of the entire Board. Employee shall not be removed from office during or within a period of ninety (90) days following any general or special municipal election held at which a member of the Board is elected or is appointed to fill a vacancy between such elections. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation

leave. This compensation shall be based upon Employee's salary as of the date of employment termination.

Section 5.3. Termination Without Good Cause. In the event the District terminates this Agreement without cause within five (5) years after the Effective Date of this Agreement, the District shall pay Employee a sum equal to two (2) month's Base Salary including medical benefits ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

Section 5.4. Termination For Good Cause. The District may at any time immediately terminate this Agreement for Good Cause as defined in this Section 5.4. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the District is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District except in response to a lawful court or administrative subpoena or request of a regulatory agency;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Nonperformance of duties;
7. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
8. Repeated and protracted unexcused absences from the General Manager's necessary duties, including but not limited to office work, field work, remote work, weekend work, external meetings and continuing education.
9. Willful destruction or misuse of District property;
10. Conduct, except in response to 5.4.2, that in any way has a direct, substantial, and adverse effect on the District's reputation;
11. Willful violation of federal, state or District discrimination laws;

12. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
13. Refusal to take or subscribe any oath or affirmation which is required by law;
14. Permanent disability that renders Employee unable to perform the essential functions of his job with or without reasonable accommodation which places an undue burden on the District or Employee becoming otherwise unable to perform the duties of General Manager, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves;
15. Dishonesty;
16. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with the District's legitimate business interests; or
17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the District.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 6. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Gov. Code, § 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 7. Notices. Any notice or communication required hereunder between the District and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by

Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the District
Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento CA 95864
Tel: (916) 487-0419
Fax: (916) 487-8534

With a courtesy copy to:
White Brenner LLP
1414 K Street, Suite 300
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

If to Employee:
Alan J. Gardner
c/o the District
With CC to Employee's mailing address on file with
District

Section 8. Exhibits. All "Exhibits" referred to below or attached to herein are, by this reference, incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A	Job Description
Exhibit B	Employee Benefits

Section 9. General Provisions

Section 9.1 Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

Section 9.2 Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 9.3 Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

Section 9.4 Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 9.5 Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against, the drafting party does not apply in interpreting this Agreement.

Section 9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 9.7 Venue. Venue for all legal proceedings shall be in the Superior Court of California for Sacramento County.

Section 9.8 Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 9.9 Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 9.10 Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

Section 9.11 Supersedes Prior Agreements. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

Section 9.12 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

Section 9.13 Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.

Section 9.14 Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 9.15 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 9.16 Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 9.17 Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and the DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

Del Paso Manor Water District, a County
Water District of the State of California

EMPLOYEE:

By: _____
Ryan Saunders, President

By: _____
Alan J. Gardner, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Barbara A. Brenner, General Counsel

EXHIBIT A

Job Description

POLICY NUMBER 1050: Overview of the General Manager's Role

1050.1 The General Manager is an employee of the District and has an employment agreement which specifies his/her terms of employment. The General Manager is the administrative head of the District under the direction of the Board of Directors. He or she shall be responsible for the efficient administration of all the District's affairs which are under the General Manager's control. The General Manager plans, organizes, directs, coordinates and evaluates all District operations, programs, and resources in accordance with short and long range goals, policy statements, and directives from the Board.

1050.2 The General Manager's Duties are as described in the General Manager's Employment Agreement.

The District's General Manager shall be responsible and accountable for:

- a) The implementation of policies established by the Board of Directors for the operation of the District;
- b) The planning, direction, and coordination of the day-to-day operations of the District through the appropriate department heads or managers including administration, financing, maintenance, engineering, human resources, and others to effect operational efficiency;
- c) The appointment, supervision, discipline, compensation and dismissal of the District's employees, consistent with the employment policies established by the Board of Directors;
- d) Attend and participate in District Board meetings, prepare and present reports as necessary, represent the Board before external organizations including other agencies, governmental and regulatory entities, business and community groups;
- e) The supervision of the District's facilities and services; and
- f) The supervision of the District's finances.

1050.3 The District's General Manager serves at the pleasure of the Board. The Board will provide policy direction and instruction to the General Manager on matters within the authority of the Board during duly-convened board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager and not through other District employees. Members of the Board will refrain from making requests directly to District employees (other than the General Manager) to undertake analyses, perform other work assignments, or change the priority of work assignments

Job Description

Under broad policy and general administrative direction from the Board of Directors ("the Board"), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District's interests at local, regional, state, and federal levels. The position is employed under

contract as the General Manager for the District, which is the highest-level position in the organization. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

Broad Duties

The broad duties of the General Manager are set forth in the California Water Code as follows:

Pursuant to California Water Code section 30580, the General Manager shall:

- (a) Have full charge and control of the maintenance, operation, and construction of the water works system of the District.
- (b) Have full power and authority to employ and discharge all employees at pleasure.
- (c) Prescribe the duties of employees.
- (d) The Board approves new positions and their terms and salary bands. Once the budget is approved, including the funds for personnel, it is the GM's job to determine how much within the approved budget the employee receives.

Pursuant to California Water Code section 30581 the General Manager shall also:

- (a) Perform other duties imposed by the Board.
- (b) Report to the Board in accordance with the rules and regulations as it adopts.

Essential Duties and Responsibilities

The following duties are typical for this position. Depending upon the assignment, the position may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. The Board retains the right to add, remove, or change duties at any time.. The general business hours for District employees are Monday through Friday, 10:00 a.m. to 3:00 p.m. This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the General Manager position.

Attendance at all District board and committee meetings is required, unless excused or the GM is out of town on District business or vacation.

- Serve as the Chief Administrative Officer for the District.
- Perform as the District Incident Manager when Emergency Response Plan is implemented.
- Serve as the District's spokesperson to the media, general public, and ratepayers after consultation with the Board of Directors and General Counsel.

- Effectively represent the District and its interests with federal, state and local agencies and elected officials, other special districts, professional groups, and the public.
- Responsible for the District's Conservation Program, including performing audits as necessary.
- Direct projects, programs, grants, and contracts.
- Prepare leases and agreements with other agencies
- Responsible for the safety and security of all District owned and leased properties including all equipment.
- Comply with District, local, state and federal regulations, work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board.

Personnel

- Budget and approve the appointment of personnel.
- Assume responsibility for District personnel matters, including employment procedures, grievances, classification, compensation, and employer-employee relations.
- Provide leadership and guidance to all District employees.
- Provide coverage for the job duties of employees when they are on vacation or sick leave, or if a certified person, arrange for a certificated person to be on call if needed.
- Mentor, supervise, train, discipline, and evaluate the performance of direct reports.
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of District operations.
- Confer with outside legal counsel on legal and regulatory issues affecting the District.
- Establish and maintain cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Manage in-house and outsourced functions: Payroll, Information Technology, Engineering, and others, as needed.
- Prepare payroll data, reports, and review timecards.

Board of Directors

- Attend District Board and committee meetings; present reports and agenda items regarding District programs
- Represent the District and serve on committees as appointed.

- Direct the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems, and administrative/personnel policies and procedures.
- Coordinate District activities with outside agencies and organizations.
- Provide consultation, advice, and recommendations for the Board's consideration and adoption; provide staff assistance to the Board.
- Direct and oversee the development of Board agendas.
- Research, prepare, and present technical and administrative reports and studies to the Board and a variety of committees and the public; prepare written correspondence.

Financial Management

- Maintain a documented system of accounting and operations policies and Standard Operating Procedures.
- Design and implement an organizational structure adequate for achieving the District's goals and objectives
- Direct and oversee the development, presentation, and administration of the District budget; make recommendations to the Board on final expenditure levels.
- Prepare and review District contracts, leases, and agreements with vendors and other agencies, along with other legal and financial documents.
- Countersign all contracts, leases, and agreements as GM after review of District counsel, Board approval, and signature of the Board President.
- Prepare monthly/quarterly reports to government agencies as required.
- Issue timely and complete financial statements, reports, and budgets.
- Responsible for annual audit and compliance duties.

Qualifications

Knowledge of:

- Public water system operations.
- Principles, methods, techniques, and objectives of public administration.
- Planning, organizing, directing, and supervising the operations of a Special District.
- Policies, procedures, rules, regulations, and methods of enforcement.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Federal, state, county, and local regulatory compliance.

- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of safety and risk management.
- Project management, budget principles, and fiscal controls.
- Cost estimating, contract administration, research, and evaluation methods.
- Public personnel administration, labor relations, and employer-employee relations.

Ability to:

- Plan, organize, coordinate, and direct District's operations to achieve efficiency and meet program goals.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Exercise good judgment.
- Administer a District budget and fiscal control process.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
- Collect, organize, and analyze data on variety of topics.
- Analyze situations and make sound recommendations in support of District goals.
- Communicate effectively both orally and in writing with the Board of Directors, coworkers, and the public in one-to-one and group settings.
- Understand, interpret, and apply laws, rules, regulations, and ordinances relating to District activities.
- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.
- Effectively represent the District with the public, community groups, contractors, and other organizations.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, personal computer, and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

Education, Experience and Certification

Required:

- A Bachelor's Degree from an accredited college or university with major course work in Business, Public Administration, Engineering or a closely related field.

- Five years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Three years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three years of managerial experience in a public agency.

NOTE: *This position requires passing a background check and drug test prior to start date.*

Desirable:

Any equivalent combination of education and experience which provides the knowledge and abilities necessary to perform the work – for example:

- Master’s Degree (MBA/MPA) from an accredited college or university in Business, Public Administration, Engineering or a closely-related field.
- Four or more years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Four or more years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three or more years of managerial experience in a water agency highly desirable.

Licenses:

- Possess a valid State of California Class C driver’s license.
- Proof of good driving record as evidenced by absence of multiple or serious traffic violations or accidents for at least two years prior to application.
- Water Treatment and/or Distribution Operator License (State of California) Level II and/or Certified Utility Manager Water & Wastewater must be obtained or maintained within 2 years after date of hire.

License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment. The District will pay for the education or training requirements.

NOTE: *The specific statements shown in each section of this job description are not intended to be all inclusive.*

They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.

Physical Requirements

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- Travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District-related duties and activities.
- Regularly work in an office environment: Work at a desk/table for an extended period of time; sit and stand for an extended period of time.
- Ability to bend (neck and waist), squat, climb, crouch, stoop, kneel, twist, grasp, fine manipulation, push, pull, reach (above and below shoulder level), balance, stand, walk.
- Ability to reach, lift, carry and move objects up to 25 pounds (e.g., storage boxes, large binders, books, outreach materials and supplies, tables, chairs, popup shade structures, etc.).
- Repetitive use of hands.

Environmental and Working Conditions

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Regularly work in ambient room temperatures, lighting and traditional office equipment as found in a typical office environment.
- Work outside of business hours (i.e., nights, weekends, holidays, etc.) as required to meet the needs of the District.
- The performance of this position may occasionally require exposure to job site, distribution and production areas where:
- Certain areas may require the use of personal protective equipment such as hard hats, safety glasses, and hearing protection.
- May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water, and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
- May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases.

EXHIBIT B

Employee Benefits

EMPLOYEE BENEFITS

CalPERS Retirement (Classic 2% @55; PEPRA 2% @62).

Deferred Compensation 457 Plan.

Fully paid Health Insurance for employee and dependents.

Fully paid Dental, Vision & EAP for employee and dependents.

Vacation – Accrue between 10 to 21 days per year based on years of service.

Accrued from the 1st day of employment as follows:

- 10 days per year – For the first 3 years
- 15 days per year – For the 4th through 10th year
- 18 days per year – For the 11th through 15th year
- 21 days per year – Thereafter

Employees hired after June 1, 2019 may not accrue more than 150% of the annual vacation accrual rate applicable to them. Upon reaching the maximum annual accrual, vacation shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. By way of example, an employee during his/her first three years of employment may not accrue more than 15 days of vacation leave.

Sick Leave - 12 days per year

Holidays - 12 days per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day after, Christmas Eve, Christmas Day, and one (1) personal floating day subject to approval.

ITEM #2

Discussion of Maryal Lease/Purchase



Del Paso Manor Water District

Report to the Board of Directors Regular Board Meeting of February 2nd, 2021

Agenda Item: 5

Agenda Section: Discussion and/ or Action

Subject: Office Options

Prepared By: Adam Coyan

Our lease expires in the current office building at 1817 Maryal Dr. Suite #300 on 12/1/2021. Currently our rent is \$2,105/ month. Below are different options and then my recommendation.

- A. Bring Lusk office up to ADA compliance and move in there.** Refer to “Inspection Report” written by Access and Design Solutions. The next step would be to hire an Engineer, then an architect and then put it out to bid.
- a. Positives:**
1. We currently own Lusk.
 2. We would be consolidated to one property.
- b. Negatives:**
1. Very expensive for what we would get for finished product. We would have to pay prevailing wage to the contractors, and we would have to pay all of that up front.
 2. If we ever did get grant funding for a pipeline to Carmichael, we would need Lusk for a pump booster station. If moved in that would cancel that option.
 3. Parking would be an issue no matter what we did there.
 4. The location of Lusk would not fit our needs very well. It is a small space for four people.
 5. We would need to rent space for board meeting.
 6. We would need to move everything back over.
 7. There is no space for break room or kitchen.

8. There currently is not enough space for just the current files, not including the furniture.
- B. Buy the current office building at 1817 Maryal Dr. suite #300.** I have spoken with owner and believe that we could purchase it for \$300,000-\$350,000.
- a. Positives:**
1. We would own it going forward. The money paid would be going towards a piece of property.
 2. We would not have to move.
 3. There is plenty of parking.
 4. The building is already ADA compliant.
 5. We could conduct board meeting if needed in the conference room.
 6. We would still have the option of a Carmichael pipeline.
 7. It fits our needs very well.
 8. With the current interest rates, we would be paying less than we currently pay for rent.
- b. Negatives:**
1. The additional cost.
 2. It is in a shared building.
 3. We would not own the land.
 4. The lot is small, we could not drill a well or have peripheral equipment.
- C. Continue to rent at 1817 Maryal Dr. Suite #300.**
- a. Positives:**
1. We would not have to move.
 2. There is plenty of parking.
 3. The building is already ADA compliant.
 4. We could conduct board meeting if needed in the conference room.
 5. We would still have the option of a Carmichael pipeline.
 6. It fits our needs very well.
- b. Negatives:**
1. We would continue to have the liability but never own the asset.
 2. The additional cost.
 3. The building is shared.
- D. Buy a large lot and build an office and equipment yard. Currently there is a lot for sale 2222 Watt Avenue that is 1.4 Acres for sale at \$ 1,195,000**
- a. Positives:**
1. We would own it going forward. The money paid would be going towards a piece of property.
 2. There is plenty of parking.
 3. We would still have the option of a Carmichael pipeline.
 4. It fits our needs very well. We would build what we wanted.
 5. We would have an equipment yard and the ability to install pipeline and repair leaks in house.

6. We could drill another well on site.

b. Negatives:

1. The cost would be a heavy burden on a small district for the lot and buildings, further it would push out necessary repairs for the master plan.
2. It could take years to find the right property.
3. It would be more than what we needed.

Recommendations:

My recommendation is to try to purchase the office at 1817 Maryal Street with the minimum down and make monthly payments. This would keep as much capital as possible for future repairs and the down payment would be less than what the repairs would cost to bring Lusk up to ADA standards. Also, the monthly payment would be less than what we currently pay in rent every month. This is the cheapest option for cash up front.

Let us look at extreme long-term planning, what is the Maximum Contaminate Level going to be for Hexavalent Chromium in 50 years or 100 years. Keeping the option of a Carmichael pipeline is paramount to ensure long term viability as a district. It gives us the only option available of accessing surface water that is free of fluoride.

Further looking 50-100 years out, will we still be independent of SSWD? If not, then we should look at the viability of merging now before taking on any more debt. If a merge is even possible in the next 50 years, then my recommendation is to continue to rent 1817 Maryal Dr. until the district has a clear vision of its future.

ITEM #3

*Discussion and/or Action on application for
Special District COVID-19 Relief Fund*

Victoria Hoppe

From: Neil McCormick <neilm@cdda.net>
Sent: Tuesday, September 28, 2021 12:37 PM
To: Victoria Hoppe
Subject: CSDA eNews 9/28/21: Apply October 1-15 for Special District COVID-19 Relief Fund—Details Here



**California Special
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Districts Stronger Together



Webinar: Sexual Harassment Avoidance Training for Non-Supervisory Employees

**NEW! With Spanish Interpretation Available*

Tuesday, October 19, 2021
10:00 – 11:00 a.m.

Free CSDA Member | \$95 Non-member

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September 28, 2021



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\$100 SDRMA Member
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[Register Here](#)



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Once a month | \$100 for whole year

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Applications due November 19, 2021

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[Download Application](#)

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Apply October 1-15 for Special District COVID-19 Relief Fund— Details Here

By Vanessa Gonzales posted 2 days ago

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The application for the \$100 million in COVID-19 fiscal relief for independent special districts will go live on October 1 and must be submitted by October 15. CSDA has worked closely with the California Department of Finance (DOF) to provide special districts with the information needed to successfully apply. Don't miss out, prepare now!

Application Period: October 1, 2021 through October 15, 2021

Chat-How Can We Help?



Application Link: <https://dof.ca.gov/budget/COVID-19/>

*link not live until October 1

Funding Released: Funding is anticipated to be released by the State Controller's Office to county-auditor controllers by December 9th, 2021 and released to eligible special districts within 30 days of that date.

Recorded Webinar: View webinar [here](#). During the CSDA webinar with DOF, presenters discussed the allocation process, provided a preview of the web portal, and answered questions.

DOF Presentation: A PDF of the DOF presentation is available on the CSDA COVID-19 Take Action Page [here](#).

FAQ Document: You may find answers to Frequently Asked Questions on the CSDA COVID-19 Take Action Page [here](#).

Application Questions: You may view a sample of the 11 application questions prior to logging into begin the application on the CSDA COVID-19 Take Action Page [here](#).

Contacts for Questions: General questions related to the COVID-19 relief fund: COVIDfund@csda.net. Questions related to the web portal or disbursement: SDrelief@dof.ca.gov

#AdvocacyNews

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#COVID-19Relief

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<https://www.csda.net/blogs/vanessa-gonzales/2021/09/28/apply-october-1-15-for-special-district-covid-19-r>



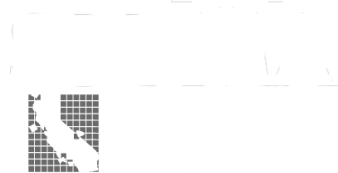
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ITEM #4

Discussion and/or Action voting on CSDA Bylaws update

Victoria Hoppe

From: Neil McCormick <neilm@csgda.net>
Sent: Tuesday, September 28, 2021 12:37 PM
To: Victoria Hoppe
Subject: CSGDA eNews 9/28/21: Apply October 1-15 for Special District COVID-19 Relief Fund—Details Here



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2021 CSDA Bylaws Update

By Vanessa Gonzales posted 2 days ago

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Following receipt of feedback and suggestions over the last few years from members, CSDA has conducted a review of the CSDA Bylaws making the necessary updates as well as additions or improvements. There are numerous verbiage and grammar updates as well as more significant proposed updates that include:

- Revised Rights of Regular Membership;
- A new category for Retired Non-Voting Individual Membership;
- A new section on the use of “member” in reference to Associate Members and Business Affiliate Members;

Chat-How Can We Help?



- Updates to the Termination of Membership section and adds a section regarding Procedure for Termination of Membership;
- Clarification on the process for handling a vacancy on the Board of Directors outside of nomination period;
- New Annual Report section added; and
- A new section prohibiting dual directorships with CSDA's Alliance partner, Special District Risk Management Authority (SDRMA)

An email including voting information and a full copy of the CSDA Bylaws, was sent to all voting members Monday, September 27, 2021.

The deadline to complete your voting through the system is November 12, 2021 at 5:00 pm.

If you have any questions, please contact Amber Phelen at 916.442.7887 or amberp@cda.net

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BYLAWS

California Special Districts Association

Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

Revised July 1, 2014

Revised July 1, 2016

[Revised November XX, 2021](#)

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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association ([hereinafter referred to as "CSDA"](#)), CSDA will provide outreach, [advocacy, professional development, information, and other various services to member districts](#). CSDA will interact [and collaborate, where appropriate](#), with the associations and groups that support or oppose its membership's interests. [The control and governance of CSDA shall be the responsibility of CSDA's Board of Directors \(the "Board of Directors"\)](#).

Section 2. CSDA Networks:

The state of California shall be divided along county boundaries into six voting networks. The areas of the networks [are](#) determined by the Board of Directors of CSDA.

Section 3. Principal Office:

The principal business office of CSDA [is](#) located [at 1112 I Street, Suite 200, Sacramento, California 95814](#). [The Board of Directors shall have authority to change the principal office from one location to another](#).

ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. Regular Voting Members:

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of "independent special district" set forth in Government Code Section 56044 by having a legislative body comprised entirely of elected members, or which members are appointed to fixed terms; or
2. The following public agencies: (a) air quality management districts; (b) air
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The following public agencies: (a) air quality
 management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control or water conservation districts; (g) sanitation agencies.

Commented [MH1]: This was removed because it conflicts with the remaining portion of the provision and does not provide clarity on whom is included or excluded.

Regular voting members shall not include any state, cities, counties, school districts, community college districts, local agency formation commissions (LAFCOs), dependent districts, or joint powers authorities (JPAs) except as may be specifically referenced above.

Rights of Regular Membership: Regular voting members have voting privileges and may hold seats on the Board of Directors, All Regular Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation's assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, Regular Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

Commented [NM2]: New provision based on CA Nonprofit Law

B. Associate Non-Voting Members:

Associate members shall be public agencies such as dependent districts composed of appointees from a single public agency, cities, counties, joint powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

C. Business Affiliate Non-Voting Members:

Business Affiliate members shall be those businesses or organizations that provide services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

D. Retired Non-Voting Member (Individual Membership):

Retired Individual members shall be those persons that are retired from service as a staff or board member at a special district and have at least 1 year of previous service.

Retired members shall not be affiliated with or serve as a consultant to any agency eligible for regular, associate, or business affiliate membership in CSDA. Retired members cannot be employed by a company that provides services or products to special districts.

Retired members have no voting privileges and may not hold a seat on the CSDA Board of Directors. Retired members may hold a seat and may have voting privileges on any CSDA committee, with the exception of the Legislative Committee.

CSDA benefits available to retired members shall be determined by the CSDA Board of Directors.

Commented [NM3]: New provision adding individual membership category for those that wish to stay involved/informed after retirement

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws. The Board shall retain the authority to deny membership in CSDA at its discretion.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the authorized voting membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which notice has been given to voting members by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the regular voting member.

B. Voting Authorization:

Regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or by ballot.

C. Non-Voting Members:

CSDA may refer to Associate Members and Business Affiliate Members or other persons or entities associated with it, as "members", even though those persons or entities are not voting Regular Members as set forth in Article II Section I A hereof. No such reference as "members" shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.

Commented [NM4]: New provision clarifying the term 'members' and related references to the term

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, present at any annual or special meeting of the CSDA shall constitute a quorum. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.

B. Mailed or Electronic Ballot Quorum:

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members.

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or at least a quorum of the members (25 members). Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

C. Notice of Meetings:

Whenever members are permitted to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be given to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of communication to be utilized by and between CSDA and its members, if any, [through](#) which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. Electronic Notice. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or network that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to a member which has provided to CSDA an unrevoked consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in non-electronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

D. Electronic Meetings:

Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by electronic video screen communication by and between such members and CSDA. Any eligible member participating in a meeting electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by electronic video screen communication by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

E. Majority Vote:

Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 registered voters; and (2) the number of votes approving the action or proposal equals or exceeds a majority (50% plus one) of the regular voting members present and casting votes on the issue.

F. Solicitation of Written Ballots from Members:

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall

be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

G. Return of Ballots:

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication from regular voting members after the specified date shall be invalid and shall not be counted.

H. Number of Votes Required for Approval of Action on Written Ballot:

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting of members, i.e. 50% plus one of those participating members casting written ballots either electronically or by first class mail.

Section 7. Termination of Membership:

A member shall not be in good standing, and membership may be terminated, on occurrence of any of the following events:

A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).

A.B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies or has engaged in conduct materially and seriously prejudicial to this CSDA's purposes and interests.

Commented [NM5]: New provision based on CA Nonprofit Law and Federal anti-trust laws

Section 8. Procedure for Termination of Membership:

If grounds exist for terminating the membership of a member under Section 7 hereof, the following procedures shall be followed:

A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.

B. The member shall be given an opportunity to be heard, either orally or in writing, at least 5 days before the effective date of the proposed termination of membership. The hearing shall be held, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur.

C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

Commented [NM6]: New provision based on CA Nonprofit Law and to outline process

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member shall be limited to one seat on the Board.

There shall be three directors elected from each of the six CSDA networks. Directors elected from each of the six networks shall hold staggered [three-year](#) terms.

Section 2 Term of Office:

Directors elected from each of the six networks shall hold staggered [three-year](#) terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall [automatically](#) terminate three years [thereafter](#).

Section 3. Nomination of Directors:

Nomination [of Directors seeking to serve on the Board](#) shall be by network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The [CSDA](#) director nominee shall be a [member of the board of directors](#) of the district or a managerial employee as defined by that district's [board of directors](#). Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election.

CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each network's qualified nominees will be [transmitted](#) by mail or electronic ballot to that network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections [for the Board of Directors](#). The Committee may enforce any regulation [to facilitate the conduct of said elections](#). [Directors shall be voted upon and elected](#) by the regular voting members from the network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with staff, the networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least 120 days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid. [In the event an incumbent does not re-run for their seat, the nomination period for that network shall be extended by ten days.](#)

B. Balloting and Election:

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via [authorized](#) third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a written ballot specifying the certified nominees in each network shall be distributed by first class mail or electronically to each regular voting member in that network. Each such regular member in good standing in each network shall be entitled to cast one vote for each of that network's open seats on the Board. [In the event there is more than one seat available for election, regular members shall be entitled to a number of votes equal to the seats available for election in their network.](#)

The ballot for each network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each network were sent a ballot, either by first class mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6(F-H) of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or first class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action ; and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each Board position subject to election as would be required for an election of a nominee at a meeting of the members.

Written ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date, which shall be at least 45 days prior to the Annual Conference. Written ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or [their](#) designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential. [Election documents will be retained as outlined in CSDA's Board approved records retention policy.](#)

Section 5. Event of Tie:

In the event of a tie vote, a supplemental written ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically to each regular voting member in the network where the tie vote occurred.

Those written ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental written ballots received after the designated date whether by first class mail or electronically shall be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws.

In the event the supplemental written ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating [their](#) seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director's unexpired term.

A. Two or Three Vacant Seats in the Same Network:

In the event more than one seat on the CSDA Board of Directors in any one network is vacant at the same time, such vacancies shall be filled by election. A written ballot shall

be prepared; listing all nominees for that network accepted and approved by CSDA and distributed to each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4.A and B of these Bylaws

Regular members of each network shall be entitled to cast one vote for each open seat in that network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy Outside of Nomination Period

In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network's existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

C. Vacancy During Nomination Period:

In the event of a vacancy occurring during the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

D.

Section 7. Director Disqualification:

A. A director shall become disqualified from further service on the Board of Directors or any committee upon the occurrence of any of the following:

Commented [NM7]: Based on edits to item "B" above, this provision is no longer necessary

1. A director's district is no longer a member of CSDA;
2. A director is no longer a board member or an employee of a member district;
3. A director is elected or appointed to the Board of Directors of the Special District Risk Management Authority (SDRMA) or
- 1.4. A director's resignation.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director is unexcused and fails to attend three consecutive meetings of the Board or has not completed the Board Member requirements and expectations as outlined in policy.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

Directors shall serve without compensation. However, they shall be allowed reasonable reimbursement for pre-approved expenses incurred in the performance of their duties as Directors.

Commented [MH8]: This has been added to reflect current policy.

Annual Report: The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities of CSDA as of the end of the fiscal year;
- The principal changes in assets and liabilities;
- CSDA's revenue or receipts, both unrestricted and restricted to particular purposes;
- CSDA's expenses or disbursements for both general and restricted purposes.

The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

Commented [NM9]: New provision based on CA Nonprofit Law

Section 9. No Dual Directorships:

During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

Commented [NM10]: New provision to reflect provision in SDRMA's JPA and current practice

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine. [Directors may participate and have voting privileges remotely from other states and countries.](#)

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review, evaluate, [and update](#) the plans, policies and activities related to the business interests of CSDA. [Timing and intervals of the Strategic Planning Meeting shall be determined by the Board of Directors.](#)

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors may be called [for any purpose](#) at any time by the President or by any group of 10 directors or as described in Article II, Section 6.B.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. [Board of Directors Meeting Quorum:](#)

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Board Meetings by Telephone and Electronic Communications:

Any Board meeting may be held by conference telephone, video screen communication or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

Section 9. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA [or on official CSDA electronic file server\(s\)](#).

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the members of the Board of Directors without reference to networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each [officer](#) shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair who shall be directors of the Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and

have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may fill vacancies on the Board of Directors or on any committee that has authority of the Board, establish any other committees of the Board, or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee, expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, [web conference](#) or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA:

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:

The Professional Development Committee shall provide advice, feedback and general guidance for CSDA professional development programs and events.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as [ex officio members of](#) the Board of Directors of the CSDA Finance Corporation, a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but [rather](#) has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda [and advocacy priorities](#). The [Legislative](#) Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. Member Services Committee:

The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. Audit Committee:

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any "proceeding", as that term is used in the Section 5238(a) of the California Corporations Code.

"Expenses", as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct

set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

ARTICLE VIII – AFFILIATED CHAPTERS

Section 1. Purpose:

The purpose of affiliated chapters is to provide local forums of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, [including but not limited to the following chapters](#): Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members: local organizations [and businesses](#), districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members [as](#) current members of CSDA in order to be a chapter affiliate of CSDA. Such chapters may include [as](#) members: local organizations/[businesses](#) and professionals who are not members of CSDA.

Affiliated chapters shall be determined upon approval and execution of the Chapter Affiliation Agreement by the chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually [or upon request by the President or CEO](#).

[No partnership or joint venture shall be established between](#) CSDA and its affiliated chapters by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such affiliated chapter may decide by majority vote. Rules and regulations of the affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of Affiliated Chapters:

No part of CSDA's funds shall be used for the operation of the affiliate chapters. CSDA is not responsible for the debts, obligations, acts or omissions of the affiliate chapters.

Section 5. Legislative Program Participation:

Affiliate chapters may function as a forum [regarding](#) federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon approval by the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by mail or electronic ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members

in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendments shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

Section 3. Written Bylaw Amendment Ballot:

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a written ballot is used to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments the Board of Directors intends to present for vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be distributed to regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot.

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid.

Section 4. Bylaw Amendment Ratification:

A. Membership Meeting:

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by regular voting members present at such membership meeting meets or exceeds the required quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting.

B. Mail or Electronic Ballot:

The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied.

EXHIBIT A

Updated November 1, 2019



California Special Districts Association
DISTRICT NETWORKS



ITEM #5

*Discussion and/or Action elect candidate for
Sacramento County LAFCO Special District Seat*

From the desk of:

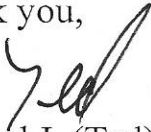
Ted Costa

Attached you will find five copies of my resume. I am a candidate for The Special District seat on Local Agency Formation Commission (LAFCO).

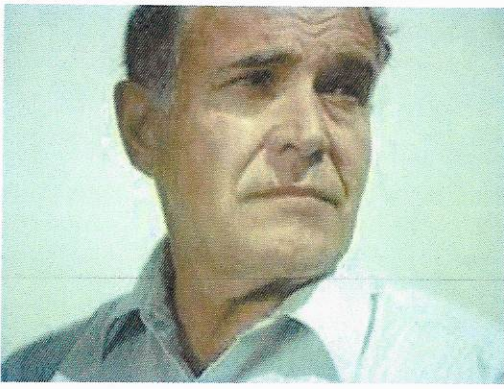
If you haven't received your ballot yet, you will shortly.

I am asking you to include my resume in your agenda packet for your next board meeting.

Thank you,



Edward J. (Ted) Costa
Director, San Juan Water District
6929 Larkspur Avenue
Citrus Heights, CA 95610
tedcosta@tedcosta.com
(916) 599-2986



Resume of Edward J. (Ted) Costa
(candidate for LAFCO special district seat)

TESTED AND TRUSTED

TED COSTA IS:

I was born and raised on a family farm in South Natomas and educated in local schools---American River College and UC Davis;

Mentored in politics by the late Paul Gann and Senator S.I. Hayakawa;

Intricately involved in thirteen state-wide initiatives----from Prop. 13 to Re-Redistricting Reform---- 9 were passed into law by the voters. I drafted three sections of the California State Constitution, and managed 16 lawsuits before the Court of Appeals and Supreme Court. We won 15;

I am currently a board member of the San Juan Water District, a Community Service District that takes American River water, treats it and sends it to water districts in the northeast part of Sacramento County AND at the lowest cost in the entire state. I am also a board member of the Central Valley Project Water Users Association (CVPWA) that protects the contract water rights of all CVP water users from Bakersfield to Shasta;

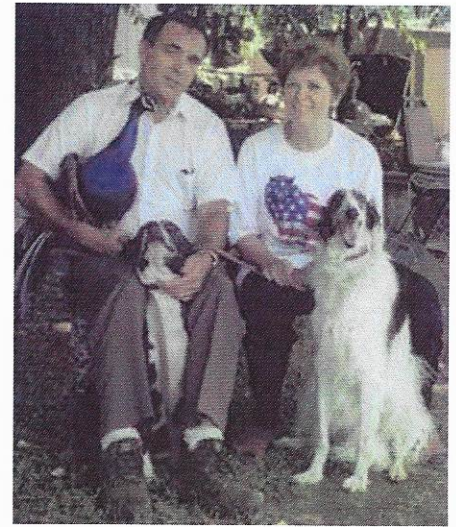
I am a U.S. Coast Guard Veteran, active in my Community Association, prompt meetings of local Special Districts, and a farmer on the side.

TED COSTA BELIEVES:

Special Districts are the backbone of government. When our water main breaks, we don't call a Legislator. When our power goes out, we don't call a Congressman. We call our Special Districts for all these services. It is so important our special districts are run as efficiently as possible and held accountable to the people. LAFCO is the agency that makes that happen.

LAFCO powers come straight from the Legislature and are rightfully divided up by Counties, Cities and Special Districts with the intent of making local governmental subdivisions work more efficiently for the people.

If you vote for me, I will work hard to be a good steward of your trust. Please feel free to contact me: (916) 599-2986, tedcosta@tecosta.com



"I live in Citrus Heights with my wife Dr. Jayna and our many animals".

ITEM #6

Discussion of policy of Approval of Warrants

ITEM #7

Review and Approve Warrants

**Del Paso Manor Water District
Vendors - October 2021**

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
A.I. Electric	Well 9 - 2701 Avalon Drive Cooling Fan Troubleshoot		\$414.88	10126
A.I. Electric	Well 9 - 2701 Avalon Drive Cooling Fan Replacement		\$692.00	10137
ACWA JPIA	Health		\$428.86	10139
ACWA JPIA	Worker's Comp, Q1 (07.2021 - 09.2021)		\$2,738.65	10138
ADP	Payroll			EFT
ADP Taxes	Payroll Taxes			EFT
Appletree Answers	Answering service			CC
AT&T	Internet; Phone/Fax			CC
AT&T	Phone		\$210.97	CC
AT&T	Phone			CC
AT&T Mobility	Cell Phones; iPads			CC
BSK	Labs		\$126.00	
CalPers	Employee Contribution - Pepra		\$1,612.39	EFT
CalPers	Health		\$8,914.31	EFT
CalPers	Unfunded Liability - Classic		\$5,386.00	EFT
CalPers	Unfunded Liability - Pepra		\$0.17	EFT
C. E. Cox Engineering, Inc.	Refund for Hydrant Use Permit/Fees		\$857.70	10133
Churchwell White, LLP	Services Rendered Through _____			
DEX.YP	Yellow Pages		\$15.50	CC
Emigh Hardware	Material/Supplies			
GM Construction & Developers, Inc.	2416 Roslyn Way		\$1,207.06	10128
GM Construction & Developers, Inc.	3508 Cody Way		\$4,049.20	10134
HydroScience Engineers, Inc.	Services Through 05/30/2021	\$7,923.75	\$7,923.75	10124
Inland Business Systems	Photocopy Machine			CC
Legacy Cleaning Services	Maryal office		\$160.00	CC
McClatchy Company LLC	O&M Tech Job Posting in Sac. Bee			
Mike Jenner	COVID Expense Reimbursement		\$129.00	10132
Munibilling	Billing System			
Munibilling	Heartland Return Fee			
Office Depot	Office Supplies		\$239.85	10122
PG&E	Gas		\$8.04	CC
Regional Government Services (RGS)	Executive Recruitment (General Manager)		\$2,513.40	10123
Robert Merritt	CPA			
Robert Smith	COE Refund		\$357.01	10120
Sacramento County Utilities	Utilities		\$185.22	CC
Sierra Chemical Company	Chemicals		\$174.60	10135
Sierra Chemical Company	Chemicals		\$396.00	10135
Sierra Chemical Company	Chemicals		\$203.70	10135
Smud	Account# 6190159		\$2,812.41	CC
Smud	Account# 7000000179		\$7,682.76	10125
Streamline	Website		\$200.00	CC
Terrapin Technology Group	Software / Computers		\$98.50	10121
Uinta Holdings, LLC	November 2021 Rent		\$2,105.00	10130
Umpqua Bank	District Credit Card		\$5,455.00	10140
USA BlueBook	Well Parts		\$376.86	10136
USA BlueBook	Well Parts		\$484.82	10136
USA BlueBook	Well Parts		\$242.11	10136
USA BlueBook	Well Parts		\$227.66	10136
Veterans Home Artisans	Clear/Remove plants for leak at 1817 Maryal		\$80.00	10141
VOYA	September Emp. Contribution		\$400.00	10131
West Coast Pipeline Solutions, Inc.	2521 Andrade Way Repair		\$3,813.21	10127
Wex Bank	Gas		\$401.85	10129

Del Paso Manor Water District
 BOD Compensation Expense Summary
 SEPTEMBER 2021

SEPTEMBER 2021 MEETINGS		MACIAS	MATTEOLI	SAUNDERS
	Board Meetings			
9/7/2021	DPMWD - Regular Board Meeting	1	1	1
8/26/2021	DPMWD - Special Board Meeting			1
9/1/2021	DPMWD - Special Board Meeting	1	1	1
9/2/2021	DPMWD - Special Board Meeting	1	1	1
9/13/2021	DPMWD - Special Board Meeting	1	1	1
9/21/2021	DPMWD - Special Board Meeting	1	1	1
9/28/2021	DPMWD - Special Board Meeting	1	1	1
9/29/2021	DPMWD - Special Board Meeting	1	1	1
	DPMWD - Emergency Board Meeting			
	ADHOC Committee Meetings			
	Finance Standing Committee Meeting			
	Succession Planning Committee (Macias)			
	Other Meetings			
	American Water Works Association (AWWA)			
	Association of California Water Agencies (ACWA)			
	Attorney Meeting			
	California Rural Water Authority (CRWA)			
	California Special District's Association (CSDA)			
	DPMWD - AB1234 Ethics Training			
	Regional Water Authority (RWA)			
	Sacramento Groundwater Authority (SGA)			
	Sacramento Suburban Water District (SSWD)			
	Sexual Harassment Prevention Training (AB1825)			
	Water Forum			
	September Monthly Meeting Totals			
	TOTAL MEETINGS	7	7	8
	TOTAL COMPENSATED MEETINGS	7	7	8
	TOTAL COMPENSATION	\$700	\$700	\$800

ITEM #8

Adopt Findings That the COVID-19 State of Emergency Continues to Directly Impact the Ability of the Legislative Bodies of the District to Meet Safely in Person and Extend the Time that the Legislative Bodies of the District May Continue to Teleconference Without Compliance with Government Code section 54953, subdivision (b)(3)

ITEM #9

Director's Meetings and Committees (Per AB 1234)

ITEM #10

Manager's Report