

Fire Chief

From: Pete Kampa <pkampa@gcsd.org>
Sent: Tuesday, April 19, 2022 5:53 PM
To: Brenda Bonillo (brendatsd@frontier.com); Columbia Cemetery District; Columbia Fire; Dane Wadlé (danew@csda.net); Dave Andres; David Boatright; Dee Martin; Don Perkins; James Klyn; Jamestown Sanitary District (jsdistrict@mlode.com); John Feriani (jferiani@goldrush.com); Lindsay Mattos (lindsay@tcrd.org); Mark Ferreira; Fire Chief; Mi Wuk/Sugar Pine Fire; ngamez@twainhartecsd.com; Nick Ohler; Pete Kampa; Quincy Yaley (qyaley@co.tuolumne.ca.us); Ron Ringen; Sheila Shanahan; Tom Trott - Twain Harte Community Services District (ttrott@twainhartecsd.com)
Cc: Rachel Pearlman; Jennifer Flores; ronigcsd18@gmail.com
Subject: Documents for CSDA Chapter Formation
Attachments: CSDA-Chapter Affiliation_FAQ.pdf; Chapter Affiliation Agreement (Clean Copy).pdf; Draft Approval Resolution.docx; Sample Chapter Bylaws_FINAL.doc; The Power of Local CSDA Chapters.pdf; TuCo CSDA Chapter Intro.pdf; 4-13-22 Meeting Submittal LAFCO.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Wonderful Tuolumne County Special Districts,

As promised, attached are documents for your use in discussing with your Board the formation of a Tuolumne County CSDA Chapter. Below I have listed each attached document and its purpose:

1. CSDA Chapter Intro – these are basically my meeting notes and what I believed to be our general agreements from our April 13 meeting.
2. Draft approval resolution – I promised to take on the responsibility of preparing a draft resolution that is pretty much the only action needed by your Board. This is only a Pete draft and feel free to modify as you desire.
3. The Power of Local CSDA Chapters documents simply describes the importance and function of chapters
4. The Chapter affiliation FAQ describes why the affiliation is needed and what it does and does not do
5. The draft Chapter Affiliation Agreement and sample bylaws – these are policy documents that will be finalized in our initial formation meeting and the agreement will be executed by the Chapter officers. Your Board does not need to finalize or debate the language of the bylaws or agreement, but can certainly give direction to an authorized representative of your district to provide feedback or changes to the chapter membership as we finalize the bylaws. The agreement does not get modified.
6. The 4-13-22 submittal document I previously distributed to the group – this is not really related to the chapter formation, but can help show how helpful and functional this Chapter group can be!

Good things ahead! We will schedule a meeting within the next two months to keep this moving, see you .

Peter J. Kampa

General Manager

(209) 591-7100 cell

(209) 962-7161, ext 1024

18966 Ferretti Rd.

Groveland, CA 95321

W: gcsd.org

pkampa@gcsd.org



April 18, 2022

TuCo CSDA Chapter Formation (Meeting of 4-13-2022)

Initial agreed upon meeting structure and process:

- Meet quarterly unless special meeting needed
- Hosted by the larger Districts who will provide the venue and food
 - No membership dues initially
- Chair/Vice Chair to be appointed (draft bylaws attached)
- Pete to provide draft resolution for districts to adopt supporting chapter formation and approval of the CSDA affiliation agreement (Resolution, Agreement and Agreement FAQ Attached)
- Districts to provide certificate verifying liability insurance will cover chapter attendees (Sample attached)
- Standing invitation to County and its CDD to attend

Standing Business Items to be addressed at each meeting:

1. Pertinent state legislative update
2. LAFCO activities reports and District applications
3. Discuss District happenings, issues and needs
4. Identify desired training and speakers
 - a. Hold training sessions
5. Special District Commissioner Identification and Selection (in advance of elections)

General Information about CSDA Chapters (attachment):

- The Power of Local CSDA Chapters

RESOLUTION _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE _____ DISTRICT DECLARING SUPPORT FOR THE FORMATION OF THE TUOLUMNE COUNTY CHAPTER OF THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION AND AUTHORIZING RELATED ACTIONS

WHEREAS, the _____ District is a member of the California Special Districts Association (CSDA) and recognizes the value and strength of joining together with other special districts who share common interests and needs; and

WHEREAS, CSDA bylaws permit and encourage the establishment of local special district organizations that are eligible to be local chapters of the state association; and

WHEREAS, the purpose of these groups is to provide a local forum for the discussion, exchange of ideas concerning matters of importance to, and to make recommendations to the CSDA Board of Directors; and

WHEREAS, the special districts in Tuolumne County desire to form a local Chapter of CSDA to serve a variety of purposes including learning, information sharing, participating in LAFCO discussions and LAFCO Commissioner selection and orientation, receive legislative and funding updates among many other public benefits.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF _____ DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Support for Formation of a Tuolumne County Chapter. The Board of Directors does hereby express its support for the formation of the Tuolumne County Chapter of the California Special Districts Association.

Section 3. Approval of Chapter Affiliation Agreement. The Board of Directors desires for the Tuolumne County CSDA Chapter to have a formal affiliation relationship with the state association, CSDA and hereby accepts the Chapter Affiliation Agreement and its execution by the Chapter officers.

Section 4. Authorization to Serve as Chapter Officer. Members of the District Board of Directors and management staff are authorized and encouraged to attend Chapter meetings and to serve as officers of the Chapter.

Section 5. Authorization to Approve Chapter Bylaws and Vote in Chapter Matters. Members of the District Board of Directors and management staff in attendance at Chapter meetings are authorized by this Board to vote on Chapter matters through appointment of the District spokesperson.

PASSED AND ADOPTED by the Board of Directors of _____ District, this ___ day of _____ 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____, President - Board of Directors

ATTEST:

_____, Board Secretary

CERTIFICATE OF SECRETARY

I, _____, the duly appointed and acting Secretary of the Board of Directors of the _____ District, do hereby declare that the foregoing Resolution was duly passed and adopted at a [Regular/Special] Meeting of the Board of Directors of the _____ District, duly called and held on _____, 2022.

DATED: _____

The Power of Local CSDA Chapters – CSDA bylaws permit and encourage the establishment of local special district organizations that are eligible to be local chapters of the state association. The purpose of these groups is to provide a local forum for the discussion, exchange of ideas concerning matters of importance to, and to make recommendations to the CSDA Board of Directors.

Another important role for Local Chapters is in the area of legislative advocacy. One of CSDA's primary functions is to be an advocate for all of California's districts and to act on behalf of special districts on key pieces of legislation. Local Chapters help to reduce the time needed to contact member and nonmember special districts within the county in which the chapter is organized.

Participation in your local chapter will give your district the unique opportunity to engage with other districts in your area. This creates a perfect forum to discuss LOCAL issues and the opportunity to collaborate with other districts on similar objectives and goals. Chapter events are also a great venue to give recognition to special districts who have gone above and beyond.

The objectives of Local Chapters are as follows:

1. Further the interests of member special districts in providing special district local government services for the people within the chapter area.
2. Inform the public of the purposes and benefits of local special district government. CSDA has launched a new public awareness campaign titled *Districts Make The Difference* – please visit www.districtsmakethedifference.org for more information. CSDA encourages local chapters to become engaged in this campaign, as it will give the opportunity for members to highlight their districts' accomplishments to the community.
3. Serve as a forum of member districts for discussion and consideration of special district issues and establish positions on such issues with other governmental agencies within the country or counties.
4. Establish a communication network among member districts, linked to other governmental agencies.
5. Carry out programs and projects of joint interest and mutual benefit to member districts.
6. Make recommendations to the CSDA Board of Directors.

CSDA will assist in local chapter development. In addition, CSDA will work with the Local Chapter to develop a communication program plan and can also help provide program speakers (if requested) and host a local chapter roundtable at each annual conference.



**California Special
Districts Association**

Districts Stronger Together

CSDA/CHAPTER AFFILIATION AGREEMENT: FAQ

What is the purpose of signing an affiliation agreement?

The purpose of an affiliation agreement between chapters and the state association is to clearly define the relationship between CSDA and local chapters. From a risk management perspective, the agreement clearly outlines the level of liability for both parties. Other components include logo usage and reporting guidelines.

Why is this important now?

With the development of a new chapter (the Gold Country Regional Chapter), it became apparent to the CSDA Board of Directors and legal counsel that such an agreement would be prudent and beneficial to all parties. The designation "chapter" is misleading in that it implies a formal relationship between CSDA and the local groups that doesn't currently exist.

Why should my chapter sign this affiliation agreement?

Affiliated chapters and their activities will be endorsed by CSDA. In addition, affiliated chapters will:

- Be protected from liability in the event of action against the state association;
- Have access to CSDA/Chapter logo, member database and other intellectual property;
- Will receive technical assistance from CSDA, including recruitment assistance, chapter website development and communications support;
- Will have priority when scheduling visits from CSDA legislative staff and other CSDA representatives and speakers;
- May receive additional training opportunities.

Does this give CSDA control over our chapter process?

As long as the chapter conducts activities that are consistent with the mission and purposes of CSDA, your group will continue to function as before. An affiliated chapter will need to meet the agreement's guidelines regarding bylaws, membership requirements, liability insurance and information sharing.

Why does our chapter have to have insurance?

CSDA recommends each chapter have liability insurance to protect itself and its members, as well as the state association, from potential liability. In lieu of an insurance policy, chapters may choose to provide a written certificate from each member district that would certify the district's representatives are covered by the district's insurance when participating in chapter activities.

Will our chapter have to give any money to CSDA?

No. The chapter will not be required to pass any of their revenue to CSDA to be considered an affiliated chapter.

Does the affiliation agreement mean there will be mandatory membership in the state association?

Per the CSDA bylaws, 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, 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 be current members of CSDA in order to be a chapter affiliate of CSDA. Such local chapters may include members of local organizations and professionals who are not members of CSDA.

What if our chapter does not sign the agreement?

If a local special district association is not interested in being formally affiliated with CSDA, they will continue functioning much as before. However, the group will no longer be able to use the CSDA name or logo or be referred to as a "chapter" of the state association. Affiliated chapters will be given priority in terms of CSDA staff time and other resources.

CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2014, by and between **California Special Districts Association**, a 501(c)(6) California nonprofit corporation, with its principal place of business at 1112 I Street, Suite 200, Sacramento, CA 95814 ("CSDA"), and _____, an unincorporated business association, with its principal place of business at _____, CA (hereinafter "Chapter").

RECITALS

A. CSDA is a California nonprofit public benefit corporation representing different types of special districts which provide a wide variety of public services to California communities. The purposes and objectives of the CSDA are to advance the vital public interest in effective, efficient and responsive local government, specifically by providing educational, legislative advocacy, financing, and insurance services to California special districts;

B. Chapter desires to obtain the right to use CSDA's name, logo, membership mailing list, endorsement, technical assistance and staff support and other CSDA Intellectual Property in connection with Chapter's activities including conducting programs for the continuing education of special district officials and employees, research projects on local special district issues of concern to Chapter's member special districts, legislative outreach on legislative issues of importance to individual chapters and their members, and supporting chapter outreach programs to educate the public about the operations of special districts within the jurisdictional boundaries of the Chapter (hereinafter the "Chapter Program");

C. CSDA is willing to provide its endorsement and technical support services to Chapter and permit Chapter to use its name, logo, membership list and other Intellectual Property in connection with the operation of the Chapter Program, on the terms and conditions specified in this Agreement.

D. The Boards of Directors of CSDA and Chapter hereby reaffirm that the relationship of CSDA and Chapter to each other is that of Licensee and Licensor. This agreement is not intended by the parties to create any association, joint venture, partnership, or agency relationship of any kind between CSDA and Chapter. Neither CSDA nor Chapter is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that CSDA is in the business of providing services comprising the Chapter Program, other than CSDA's endorsement and technical support of the Chapter Program. It is the intent of both CSDA and Chapter that the terms and conditions of this Agreement be interpreted to advance the stated intent of the parties to remain autonomous organizations, each seeking to fulfill its respective stated mission and offer programs that accomplish each party's business goals and objectives.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. License of Intellectual Property.

A. Definition of Intellectual Property.

1. "Intellectual Property" of CSDA includes, but is not limited to use of its name (to include both "California Special Districts Association" and the "CSDA" acronym), logo, and membership mailing and electronic mail list with respect to past, current or prospective members of CSDA located within Chapter's

geographic area; copyrighted, trademarked or proprietary information and materials prepared by CSDA and provided by CSDA to Chapter pursuant to the provisions of this Agreement; and all other Intellectual Property rights including the know-how, licenses, trade secrets, proprietary programs and processes of CSDA.

B. Limited License of Name, Logo, Membership Mailing List and Intellectual Property.

1. CSDA hereby grants a conditional, revocable, nonexclusive license to Chapter to use its name, acronym, logo, membership mailing list, and other Intellectual Property in connection with Chapter's operation of the Chapter Program. In addition, CSDA hereby agrees to provide its public endorsement of the Chapter Program. Chapter hereby accepts the grant of such license and the endorsement of its Chapter Program.

2. Chapter agrees that the license granted hereunder, the promotion and endorsement of the Chapter Program, and the usage of CSDA's name, logo, membership mailing list, and other Intellectual Property shall be restricted to the operation and promotion of the Chapter Program to existing and potential members of the Chapter. Chapter further agrees to protect the name and goodwill of CSDA throughout the term of this agreement.

3. Chapter agrees that it shall not use, or permit any person or entity other than Chapter members to use, CSDA's name, logo, membership mailing list, and other Intellectual Property, for any purpose without the prior written consent of CSDA. Chapter further agrees to keep CSDA's membership mailing list in strict confidence and to not sell or disclose such mailing list or its contents to any third party in any manner, except with the prior written consent of CSDA.

4. Upon termination or expiration of this Agreement, Chapter shall: (i) immediately cease utilization of CSDA's name, logo, membership mailing list, and other Intellectual Property in connection with the Chapter Program or for any other purpose; (ii) immediately return to CSDA all originals and copies of CSDA's name, logo, membership mailing list, and other Intellectual Property (whether in printed, electronic, recorded, or other tangible form); and (iii) discard or destroy all copies thereof.

C. Review and Approval. In order to protect the reputation and goodwill of CSDA, Chapter shall provide CSDA with the right to review and pre-approve all uses of CSDA's name, logo, membership mailing list, and other Intellectual Property or any portion thereof, by chapter and its member districts and agents. Chapter shall submit to CSDA a copy of the intended use of CSDA's name, logo, membership mailing list, and other Intellectual Property or proposed endorsement materials to CSDA. CSDA shall have ten (10) days to approve or disapprove such use by the Chapter of the proposed materials. If CSDA fails to respond within ten (10) days of receipt of such materials, their silence shall be deemed approval of the Chapter's proposed use.

D. Conditions to Limited License of Intellectual Property.

This Limited License of Intellectual Property is granted by CSDA to Chapter subject to satisfaction of each and all of the following conditions.

1. Chapter must provide copies of its bylaws to CSDA for review and approval for consistency with the Articles of Incorporation and bylaws of CSDA. Receipt and approval of the Chapter's bylaws CSDA is confirmed by execution of this Agreement. Chapter agrees to provide copies of all amendments to the bylaws of the Chapter to CSDA during the term of this Agreement.

2. Chapter agrees to comply with those requirements specified in CSDA bylaws regarding Chapters.

3. Chapter shall comply with all federal, state and local laws, regulations and ordinances.

4. Chapter will establish membership requirements that are based on guidelines established by the CSDA bylaws. (Exhibit A)

5. Chapter agrees to appoint a Communications Liaison to facilitate communication between Chapter and CSDA. The Communications Liaison shall be a member district of both the Chapter and CSDA.

II. Description of Services.

CSDA shall provide the following services to Chapter pursuant to the terms and conditions of this Agreement: (1) provide training and assistance in issues regarding governance and operations of the Chapter and its member districts including but not limited to leadership training, district training certification, and legislative updates. In addition, CSDA shall provide the Chapter access to services of its endorsed business affiliates for supplemental services which may be of value to individual special district Chapter members; (2) CSDA agrees to promote Chapter activities in its regular communications to all CSDA members.

Chapter agrees to provide the following services pursuant to the terms and conditions of this Agreement: (1) conduct educational, outreach and other programs and activities the purposes of which do not conflict with the stated purposes of CSDA; (2) agrees to periodically inform its members of CSDA programs, activities, services and legislative alerts; (3) Chapter agrees to maintain regular communication with CSDA and share general information of interest to both parties; and (4) Chapter agrees that it will not, during the term of this Agreement, represent itself as a Chapter of CSDA and publish a legislative position or a position on a valid initiative that is in opposition to one taken by CSDA. This representation does not preclude individual special district members of the Chapter from taking their own respective positions on pending legislation and/or ballot initiatives affecting special districts.

III. Confidential Information.

A. Both CSDA and Chapter may disclose certain confidential information and trade secrets ("Confidential Information") concerning the operations of their respective businesses in connection with entering into this Agreement and performing their obligations herein. Such Confidential Information includes, but is not limited to the manner and terms under which services are provided or will be provided to their respective members. Each party agrees, on behalf of itself and its members, and other persons to whom disclosure of the Confidential Information is permitted hereunder, to keep confidential, and not use, disclose or publish the Confidential Information other than as permitted under the terms of this Agreement.

B. Each party acknowledges and agrees that the Confidential Information of the other parties is confidential and proprietary, and that any and all Confidential Information shall remain strictly confidential among the parties, and shall not be disclosed, used or published except as specifically permitted under the terms of this Agreement

C. The parties' obligations under this Article shall survive the termination of this Agreement. In addition, upon termination or revocation of the license contemplated hereunder, or upon expiration or earlier termination of this Agreement, all Confidential Information transmitted to the receiving party by the disclosing party and any copies thereof made by the receiving party will be destroyed or, at the disclosing party's written request, promptly returned to the disclosing party.

IV Term and Termination. This Agreement shall be effective as of the date and year first above written and shall remain in full force and effect until terminated at any time by either party, without cause, upon giving to the other party not less than sixty (60) working days' prior written notice of an election to terminate this Agreement. Failure by Chapter to comply with the conditions for issuance of the limited license specified in

Sections 1B, 1C and 1D hereof may lead to suspension or revocation of this license by CSDA. Upon termination of this Agreement, the license granted hereby shall be deemed to have been revoked by CSDA.

V. Indemnification and Insurance.

A. Indemnification.

1. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its governing board, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever, asserted against, incurred or suffered by the other party, or its governing board, officers, employees, agents or representatives, by reason of personal injury or property damage resulting in any way from: (a) any negligent or intentional act by it or any of its officers, employees, agents or representatives in the performance of services or obligations hereunder; or (b) any negligent omission or failure to act when under a duty to act on its part or the part of any of its officers, employees, agents or representatives in the performance of services or obligations hereunder.

B. Insurance. In order to assure the indemnity described in this Section both CSDA and Chapter shall, at its sole expense, carry and keep in full force and effect at all times during the Term of this Agreement a liability insurance policy with a single limit of at least 1 million dollars (\$1,000,000) to cover potential liability to third parties arising from the operation of the Chapter Program. Each party shall name the other party as an additional insured on such insurance policy, and such insurance policy shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to Association. Each party shall provide to the other, within thirty (30) days of the commencement of the initial Term of this Agreement, a copy of the certificate evidencing such insurance policy. The indemnification under this Agreement shall in no way be limited by the extent of insurance coverage. The provisions of this Section shall survive any termination or expiration of this Agreement.

1. As an alternative to providing an insurance policy pursuant to Section V.B., Chapter may assure the indemnity obligations specified in Section V.A. by providing a written certificate from each member district of Chapter certifying that all employees of such Chapter member district participating in Chapter activities as part of the Chapter Program, are acting within the course and scope of their duties for the individual Chapter member, and that the individual Chapter member's insurance policies provide general liability coverage for all such member district employees participating in Chapter activities. (Exhibit B)

VI. MEDIATION.

(a). The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to the party in any such action.

VII. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

VIII. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

IX. Governing Law. All questions with respect to the construction, performance and enforcement of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of California. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of California. Each party hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of California.

X. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

XI. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

XII. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

XIII. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

XIV. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

XV. Independent Agreement. This Agreement is an independent agreement which is not in any way contingent upon or related to any other contractual obligations of the parties. The royalties and price discounts provided by Company herein are solely in consideration for the license of Association's name, logo and membership mailing list.

XVI. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

XVII. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred 3 calendar days after the mailing or sending of such notice, to the following addresses:

If to CSDA: California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA 95814
Attn.: Neil McCormick, Executive Director

If to Chapter:

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

California Special Districts Association
Contact: Neil McCormick, Executive Director
1112 I Street, Suite 200
Sacramento, CA 95814
T – 916.442.7887

By: _____
Neil McCormick
Executive Director
Date: _____

By: _____
Date: _____

Exhibit A

ARTICLE VIII – LOCAL CHAPTERS

Section 1. Purpose:

The purpose of local chapters is to provide a local forum 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 local 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 the CSDA are encouraged to create and establish local chapters. Each of the following existing chapters must have at least one (1) CSDA member in their membership at all times: 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. These existing chapters are strongly encouraged to have all district members as CSDA members, however the existing local chapter may include members of local organizations, districts and professionals who are not members of the CSDA.

New chapters formed after August 1, 2011 are required to have 100 percent of their district members as CSDA members in order to be a chapter affiliate of CSDA. The existing local chapter may include members of local organizations and professionals who are not members of CSDA.

Local chapters shall be determined to be affiliates of the CSDA upon approval and ratification by the Board of Directors of the CSDA. The chapters shall be required to provide updated membership lists to the CSDA at least annually.

CSDA and its local chapters shall not become or deem to be partners or joint ventures with each other by reason of the provisions of these Bylaws.

Section 3. Rules, Regulations and Meetings:

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

Section 4. Financing of Local Chapters:

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

Section 5. Legislative Program Participation:

Local chapters may function as a forum in regard to federal, state and local legislative issues. The chapters may assist the CSDA in the distribution of information to their members.

Exhibit B

Sample Certificate for Liability Coverage

The undersigned, being duly authorized to execute this Certificate on behalf of the Board of Directors of _____ (name of special district) (hereinafter the "District") hereby affirm the following:

1. That the participation by employees and members of the Board of Directors of District in the meetings and activities conducted by the _____ Chapter of the California Special Districts Association have been authorized by the District's Board of Directors; and that the Board of Directors has found such activities constitute activities in the course and scope of such individual's employment with or position of director with the District.

TO: Special District Representatives

FROM: Peter Kampa, GCSD General Manager

DATE: April 13, 2022

SUBJECT: LAFCO Involvement Agenda Item

Overview

In 2019, the independent special districts of Tuolumne County voted to have two special district representatives seated on the Tuolumne County LAFCO. Since 2019, it has been rare to have attendance at LAFCO meetings by both selected special district Commissioners, with Mr. Ferriani attending all meetings. The purpose of this discussion is to revisit the reason why we are on LAFCO, important decisions on the horizon and secure commitment from the candidates to actively participate and provide updates to our group.

- LAFCO is one of the very few regional forums where special districts can sit as equals in decision making with their peers from the city of Sonora and the county.
- Districts have a direct voice in policy development and decisions governing boundary changes, consolidations, annexations, formations, dissolutions, service extensions, power activation, and other actions of the LAFCO.
- Districts participate in the preparation and approval and Spheres of Influence and Municipal Service Reviews, which are typically conducted on all special districts every five years.
- Districts' perspective and expertise are included in a commission that has oversight over the very existence and growth of special districts.
- Demonstrating that special districts can take responsibility at the local-level and collaborate effectively with their local government peers through LAFCO fortifies the reputation of districts and protects against, forced consolidations and other mandates from the State.

Upcoming LAFCO Matters Requiring Attention

1. The need to select/elect the special district Commissioner for seat #2. Tuolumne Utilities District holds Seat 1 through January 31, 2024. Seat 2 should have been elected prior to January 31, 2022 (2-year rotation).
 - a. Can be any candidate from any district
 - b. Potentially arrange for "meet and greet" or interview type discussion with candidates? Some special district selection committees choose the candidate(s)
2. There are large issues planned on near future agendas that deserve our attention
 - a. Formation of a Tuolumne CSD
 - b. Possible large annexations or other changes to fire districts
 - c. Municipal service review updates

Agreement

- Special District Commissioners will prepare for LAFCO meetings and attend
- If a special district Commissioner cannot attend, they will contact the alternate to attend on their behalf
- Special district commissioners will provide an overview of LAFCO proceedings to the group

DRAFT

DRAFT

DRAFT

These bylaws were written as a basic document to assist in the expansion and development of chapters of the California Special Districts Association (CSDA). The portions that have been bolded are to be considered mandatory by any new chapter wishing to be affiliated with CSDA.

Chapter Bylaws*

For The

(Name) _____ [County/Counties/Regional] Special Districts Association

A Chapter of the

California Special Districts Association

Approved: _____

Amended: _____

Amended: _____

These bylaws were written as a basic document to assist in the expansion and development of chapters of the California Special Districts Association (CSDA). The portions that have been bolded are to be considered mandatory by any new chapter wishing to be affiliated with CSDA.

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Attached: Certificate of Chapter Secretary acknowledging approval of attached Bylaws.

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ARTICLE 1: NAME, PURPOSE and OBJECTIVES

Section 1.1 Name

**The name of this Chapter shall be the (name) _____
[County/Counties/Regional] Special Districts Association.**

This Chapter is an affiliate of the State office of the California Special Districts Association (CSDA) and hereinafter is referred to as the “Chapter.”

These Chapter bylaws are intended to supplement and be consistent with the California Special Districts Association bylaws, and shall serve to guide the local activities of this Chapter.

Section 1.2 Purpose

It is the purpose of this Chapter to propose and advocate constructive means for the improvement and functioning of independent special districts within the [County/Counties/Region] of (name) _____ and to assist such independent special districts and their governing bodies to provide an effective and efficient government that will result in benefits to the public and to cooperate with and support CSDA in fulfilling its mission.

Section 1.3 Objectives

The objectives of the Chapter shall be:

- A. To provide a local forum for member districts to discuss and consider issues of importance to special districts.
- B. To establish a communication network among member districts, other chapters, and other local governmental agencies.
- C. To carry out workshops, educational seminars and programs of mutual interest and benefits to member districts.
- D. To make recommendations regarding policy, programs, services and legislation to the Board of Directors of the California Special Districts Association.
- E. To inform the public about the purpose and benefits of local special district government.
- F. To carry out joint studies which benefit the special districts in the Chapter.
- G. To serve as the forum for LAFCO Independent Special District Selection Committee.

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Section 1.4 Administrative Office

The administrative office for the transaction of the business of the Chapter is to be the office of the President of the Chapter. The Chapter Executive Committee is granted full power and authority to change the administrative office from one location to another within (name) _____ [County/Counties/Region] and such change shall not require an amendment of these bylaws.

ARTICLE 2: MEMBERSHIP

Section 2.1 Types of Membership

The two types of memberships available in the Chapter are Regular Memberships and Partner Memberships. Business Affiliates shall be eligible for Partner Membership.

Section 2.2 Qualifications for Membership

A. Regular Members:

Any independent special district whose boundaries, in whole or in part, are within the [County/Counties/Region] of (name) _____ may become a regular member of the Chapter upon a majority vote of the regular membership and upon payment of annual Chapter dues.

Independent special districts are defined by Government Code Section 56044 to include any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms. A special district does not include state, county, city, or school district governmental entities.

Regular members shall maintain membership in good standing with both the California Special Districts Association and the Chapter. A regular member may attend and participate in all meetings and activities of the Chapter. Regular members shall have voting rights and shall be eligible to hold office in the Chapter.

B. Partner Members:

Any dependent special district whose boundaries, in whole or in part, are within the [County/Counties/Region] of (name) _____ may become a partner member upon majority vote of the regular membership and payment of Chapter dues.

In addition, any person, government agency or organization that has evidenced interest in the purposes and goals of the Chapter, but is not an

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independent special district as defined above, may also become a partner member upon approval of membership and payment of Chapter dues.

Partner members shall not have the right to vote and shall not serve as officers or members of the Chapter Executive Committee. Partner members may attend and participate in meetings and activities of the Chapter.

Section 2.25 Maintenance of Membership Roll

The Chapter shall maintain a list of all members and shall provide an updated list to the California Special Districts Association at least annually.

Section 2.3 Application for Membership

Application for membership in the Chapter shall be by letter and payment of annual dues. The letter shall include:

- A. Type of membership requested.
- B. Name, address, telephone number, email, or fax of the applicant.
- C. Name of individual who will serve as representative and alternate from the applicant.
- D. Special districts must provide its primary functions and its enabling legislation under state law.
- E. Special districts must provide names of the current governing board members and manager.
- F. Special districts must provide a resolution by the governing board requesting membership.
- G. If applicant is from a non-special district, they must submit a statement of interests and purposes in common with the Chapter.

The application for membership and dues should be sent to the Administrative Office as stated in Article I, Section 4 of these bylaws. The Executive Committee of the Chapter may appoint a Membership Committee to review requests for membership. The Membership Committee may request additional information from the applicant. Upon completion of review, the Membership Committee shall make a recommendation to the general membership. A quorum of the regular membership will approve or disapprove the application upon a majority vote.

Section 2.4 Termination of Membership

Any member owing payment of dues for a period of (number of months) _____ months after due date shall be notified in writing by the Treasurer of delinquent dues. If such dues continue to be unpaid for an additional (number of

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months) _____ months, the member shall automatically cease to be a member of the Chapter. The member shall not be restored to Chapter membership without making written application for reinstatement and payment of delinquent dues to the Board of Directors.

A member district may withdraw membership in the Chapter at any time. A written notice should be sent to the Administrative Office. No refund of dues will be made.

Section 2.5 Meetings of Membership

The membership shall meet on an established basis at a time and place to be determined by the membership or the Chapter President, unless specified otherwise by the Executive Committee.

A. Regular Meetings

Regular meetings of Chapter members shall be held (monthly) (bi- monthly) (quarterly) _____ on the first day (ex. Monday) _____ of (list months) _____ at a place which has been designated by the members. Written notice of regular meetings providing the time, place and agenda shall be mailed, faxed, or emailed to each member of the Chapter no less than thirty (30) days prior to the meeting.

B. Annual Meeting

The annual meeting of Chapter membership shall be held in (month) _____ of each year at such place determined by the members for the purpose of electing Officers. Written notice of the annual meeting, providing the time, place and agenda, shall be mailed, faxed or emailed to Chapter members no less than thirty (30) days prior to the date of the meeting.

C. Special Meetings

Special meetings of the Chapter membership may be called at any time by the President upon request of (number) _____ Chapter members. Written notice of a special meeting, providing the time, place and agenda, shall be mailed, faxed, or emailed to each member of the Chapter at least (number of days) _____ before the time set for the meeting.

Section 2.6 Rules Governing Membership Meetings

A. Rules of Order

The Chapter may adopt Rules of Order to govern the meetings of the members insofar as such rules are not inconsistent or in conflict with these Bylaws or the

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Articles of Incorporation for the State office of the California Special Districts Association.

B. Agenda Items

Any active member of the Chapter may place an item on the agenda for future meetings. The item must be submitted in writing to the President at least two weeks prior to the meeting. Emergency items may be added to the agenda with less notice when approved by the President prior to the meeting.

C. Insurance Liability

Each member district shall provide insurance that covers the member district's employees while engaged in Chapter business. There shall be no liability assumed by the agency hosting any meetings.

ARTICLE 3: VOTING RIGHTS

Section 3.1 Quorum of Membership

A quorum for all meetings of the membership shall consist of (50) percent plus one (1) of the Chapter's regular membership who are in good standing present at any meeting where a notice and agenda have been mailed, faxed, or emailed not less than (number of days) _____ days in advance of the meeting date to all member districts.

Section 3.2 Regular Membership Voting Rights

A. One Vote Per Member District

Each regular member district shall be entitled to one (1) vote on all matters brought before the Chapter membership.

B. Official Voting Representative

The governing body of each regular member district shall designate, in writing, to the Chapter Secretary, one representative who shall exercise the district's right to vote, and one alternate who shall have the right to vote in the absence of the assigned voting representative. The vote of the district shall be cast by the designated representative of the district or the alternate member of the district.

If several members of a special district are in attendance, and no designated voting representative has been selected, they shall select one representative for voting purposes which may include a member of a Board of Directors or an administrator from a member district.

C. Proxy Votes

Proxy votes shall not be permitted.

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D. Partner Members Votes

Partner members shall not have the right to vote on any matter before the Chapter.

Section 3.3 Member in Good Standing

Any independent special district member that has paid their annual dues to both the State office of the California Special Districts Association and the Chapter shall be entitled to vote as a regular member in good standing. Likewise, any member district that has not paid their annual dues shall not be in good standing and shall not be entitled to vote on matters before the Chapter.

Partner members that have paid their annual dues to the Chapter are in good standing and, while not allowed to vote on any issues, are able to participate in the operations and activities of the Chapter.

Section 3.4 Written Ballots

The Chapter Executive Committee may, in its discretion, authorize the voting upon any item by written ballot. The ballot must be mailed, faxed, or emailed to each regular member district (number of days) _____ days in advance of the voting deadline. The ballot must specify the item, the time and the date when such written ballot must be returned to the President of the Chapter.

ARTICLE 4: CHAPTER FINANCES

Section 4.1 Annual Dues

Annual dues shall be established following a recommendation from the Executive Committee at any regular meeting by a majority vote of eligible regular members present and shall become effective (month) _____ of the following year.

All members shall pay dues established annually by the membership.

The annual dues shall be due and payable on or before the first day of (month) _____ of each calendar year and shall be delinquent (month) _____ of each calendar year. Any member found to be delinquent in payment of dues for more than (number of months) _____ months shall cease to be a member of the Chapter.

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New members shall pay their annual dues at the same time they are approved for membership into the Chapter. Membership dues for new members shall be pro-rated for the initial first year only.

Section 4.2 Budget

The Executive Committee shall determine and recommend the annual budget, upon which the annual dues shall be based.

Section 4.3 Additional Funds

Any additional funds required by the Chapter in the conduct of its routine business shall be raised on a vote by a majority of regular members at a regular and properly noticed meeting.

Assessments for specified and approved purposes may be levied on the members, and members shall be subject to or liable for the payment of any assessment or levy, in addition to the payment of regular dues, upon approval of such assessment by 2/3 of the Regular Membership at a regular and properly noticed meeting.

Section 4.4 Chapter Liability

Neither CSDA nor a member of the Chapter is individually or personally liable for the debt, liabilities, or obligations of the Chapter.

Section 4.5 Annual Review

An annual review of all receipts and disbursements during the previous year showing the opening and closing balances shall be prepared by the Treasurer or a designee. Copies of the review shall be available to all Chapter members and filed with the President of the Chapter.

ARTICLE 5: CHAPTER ADMINISTRATION

Section 5.1 Officers

The officers of the Chapter shall be a President, Vice-President, Secretary, Treasurer, and Immediate Past President.

The President may appoint additional officers and committee chairs as may be necessary to carry out the business of the Chapter.

For the orderly and efficient conduct of duties, the Chapter, by majority vote of the regular membership, may appoint a specified member district representative to serve as the Secretary, Treasurer, and/or Chapter Administrator. If necessary, the Chapter may choose to designate a partner member to serve as the Secretary, Treasurer, and/or Chapter Administrator.

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Section 5.2 Term of Office

Each officer shall serve for a term of (number) _____ year(s).

Any officer may be re-elected to succeed himself.

Each officer can hold only one office at a time but may rotate from office to office if elected by the regular membership.

Each officer shall hold his office until he resigns, is disqualified to serve or until his successor shall be elected or appointed.

Section 5.3 Qualification for Office

Each officer shall, at the time of elections, at the time of office, and throughout the term of office, be a representative of a member district.

Each officer must represent a district deemed to be in good standing.

No member district shall have more than one representative from the district serve as an officer of the Chapter at the same time.

Section 5.4 Nomination and Election of Officers

The Chapter President shall activate the Nominating Committee at the (month) _____ meeting. The Nominating Committee may be comprised of both regular and partner members.

The Nominating Committee shall present their nominations at the (month) _____ meeting. The Nominating Committee shall also accept nominations from the floor at that time.

At the (month) _____ membership meeting, any member through its designated representative may nominate a qualified member from the floor for office to be filled at the election. If such a nominee is elected, the individual shall be eligible to take office only after filing with the Chapter a copy of a motion or resolution adopted by the Board of Directors of the individual's district supporting such an election.

After accepting any further nominations from the floor, the Nominating Committee will conduct the election. The candidates receiving a majority of votes shall be considered elected.

The newly elected officers shall take office on (month/day) _____.

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Section 5.5 Vacancies

In the event that any officer at the time of taking office, or during the term of office, is no longer qualified to serve as an officer of the Chapter, the office shall become vacant and said vacancy shall be filled in a manner provided in Section 5.4.

In the event of a vacancy in the office of President, the Vice President shall assume all presidential duties.

The assumption of the office of President by the Vice President shall constitute a vacancy in the office of the Vice President. The new vacancy shall in turn be filled by a nomination and vote of the membership present at the next regular Chapter meeting.

The Vice President moving into the office of President or elected to complete an unexpired term of Vice President may be elected by the membership to a subsequent full term.

A vacancy in the office of Secretary or Treasurer shall be filled by nomination and election at the next regular meeting.

Section 5.6 Removal of Officers

Officers of the Chapter may be removed, with or without cause, at any meeting of the general membership by the affirmative vote of a majority of the membership.

ARTICLE 6: DUTIES OF CHAPTER OFFICERS

Section 6.1 President

The President shall preside at all Chapter and Executive Committee meetings. The President shall have the power to appoint any Committee and Committee Chairman deemed advisable or authorized by a vote of the Executive Committee or the membership. The President shall provide a meeting agenda to the Secretary or their designee for mailing to the membership and shall perform any other duties as may be required of the office. The President shall be an ex-officio member of all Chapter committees except the Nominating Committee. The President shall be the official spokesperson for the Chapter and the official Chapter representative to all California Special Districts Association meetings.

Section 6.2 Vice President

The Vice President shall perform all the duties of President in the absence of the President. It shall be the Vice President’s responsibility to assist the President in every way possible to further the goals of the Chapter. The Vice President shall be elevated

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to the office of President at the end of their term and shall also be an ex-officio member of all Chapter Committees except the Nominating Committee.

Section 6.3 Secretary

The Secretary shall keep or caused to be kept at the principal office of the Chapter a complete record of all membership and all meetings. The Secretary will prepare or caused to be prepared and mail, email or fax an agenda to the membership prior to the next meeting and the minutes of the previous meetings

Section 6.4 Treasurer

The Treasurer shall collect and keep an accurate accounting of all Chapter funds and financial transactions. The Treasurer shall disburse funds as directed by the Executive Committee. The Treasurer will prepare a financial report for every Chapter meeting.

Two (2) signatures shall be required from any member of the Executive Committee to disburse Chapter funds. It shall be the responsibility of the Treasurer to obtain and maintain the authorized signatories cards required on the Chapter bank account(s) whenever there is a change in Chapter officers.

Prior to leaving office, all financial records and a complete statement of receipts and disbursements shall be submitted to the President.

Section 6.5 Immediate Past President

The Immediate Past President shall serve as the Parliamentarian of the Chapter and shall make final decision on all matters of parliamentary procedure when called upon to do so by the President.

Section 6.6 Executive Committee

The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, and Immediate Past President.

It is the purpose of the Executive Committee to meet and provide leadership to the Chapter on issues requiring policy decisions. The Executive Committee may take positions on behalf of Chapter under certain emergency circumstances such as a request from the State office of the California Special Districts Association or if (number) _____ Chapter members make a recommendation for a Chapter position and time is of the essence. If the Executive Committee takes a position on behalf of the Chapter, a notice of said position will be distributed to Chapter members within 72 hours and be presented for ratification at the next regularly scheduled Chapter meeting.

Each member of the Executive Committee shall have one vote.

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At the annual meeting of each year, the Executive Committee shall present an annual review of all receipts and disbursements during the previous year showing the opening and closing balances. The Executive Committee shall also recommend the annual budget and Chapter goals and objectives. The President may convene the Executive Committee as necessary. Minutes of any Executive Committee meeting will be presented to the Chapter membership at the next regular meeting.

ARTICLE 7: CHAPTER COMMITTEES

Section 7.1 Standing Committees

The following committees are established as permanent standing committees of the Chapter. Committee members may include both regular and partner members. The chairperson and members shall hold office until replaced or changed by the Chapter President.

A. Nominating Committee

The Nominating Committee shall consist of three members. Members are appointed by the Chapter President at the (month) _____ regular meeting and shall present their nominations for officers at the (month) _____ meeting. The Nominating Committee shall conduct and oversee the Chapter elections.

B. Legislation Committee

The Legislation Committee shall receive, review and make recommendations on all legislation of interest to the Chapter membership that is presented for enactment during the state legislative sessions.

The Chapter shall not publish a legislative position or a position on a valid initiative that is in opposition to one taken by the California Special Districts Association. However, the Chapter may approve such a position for internal purposes at the Chapter-level and recommend the position to the statewide association. Moreover, individual special district members are not precluded from adopting their own respective positions on pending legislation and/or ballot initiatives affecting special districts.

C. Local Government Committee

The Local Government Committee shall maintain liaison with city governments, county government and other organizations by tracking and reporting to the Chapter related issues and activities. This committee shall further be responsible to facilitate the special district selection process for the purpose of LAFCo.

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Section 7.2 Other Chapter Committees

The Chapter President shall appoint other committees and committee chairmen as determined necessary to carry out the work of the Chapter.

Committees shall not commit Chapter funds without prior approval from the Executive Committee.

ARTICLE 8: AFFILIATIONS

Section 8.1 State Office of California Special Districts Association

The (name) _____
 [County/Counties/Regional] Special Districts Association shall be a separate legal entity in (name) _____ in support of the purposes and in cooperation with the activities of the State office of the California Special Districts Association.

The Chapter will encourage each of its partner members to become a member of the California Special Districts Association.

ARTICLE 9: AMENDMENTS TO CHAPTER BYLAWS

Section 9.1 Notification of Change

The Chapter shall have the power at any time to alter, amend or revise these Bylaws.

The requested change must be submitted in writing to the Secretary who shall notify all members of the proposed amendment change not less than (days) _____ days before the next regular membership meeting at which the proposed amendment will be voted upon.

Chapter bylaws and amendments to Chapter bylaws are subject to approval by the board of directors of the State office of the California Special Districts Association.

Section 9.2 Voting Requirements

Voting by the regular membership is required for changes to the bylaws.

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Any alteration, amendment or revision to the bylaws require a two-thirds (2/3) vote of the Chapter membership at a duly noticed meeting to implement any proposed bylaw change.

Unless otherwise stipulated, all amendments to the bylaws shall become effective immediately following approval by the State office of the California Special Districts Association Chapter and the Chapter membership.

Certificate of Chapter Secretary:

I, the undersigned, do hereby certify:

(1) That I am the duly elected Secretary of the (name) _____
[County/Counties/Regional] Special Districts Association Chapter, and

(2) That the foregoing Bylaws, comprising of (number) _____
pages, constitute the Bylaws of said Chapter as duly adopted at a
meeting of its membership.

In Witness whereof, I hereunto subscribe my name this (date) _____ of (month)
_____, (year) _____.

(Signature of Secretary) _____
(Typed Name of Chapter Secretary)

Therefore, any conflict between Chapter bylaws and California Special District Association (CSDA) bylaws shall be resolved in favor of the CSDA bylaws. Any article or section not expressly cited herein shall be read as the CSDA articles or section without modification.