

SIERRA COORDINATED RESOURCES MANAGEMENT COUNCIL JOINT POWERS AUTHORITY

INTRODUCTION

The Sierra Coordinated Resources Management Council (SCRMC/Council) is a Joint Powers Authority (JPA) comprised of individual Resource Conservation Districts (RCDs) throughout the Sierra Nevada region. Members of the Council share mutual interests in the conservation, stewardship, and wise use of natural resources for present and future generations in the Sierra Nevada region. Members agree this Council shall serve a critical function in developing and implementing natural resource projects that improve agriculture, soils, forest health, and water quality and retention, and reduce wildfire for the benefit of the Sierra Nevada and, more generally, for all Californians who benefit from healthy upland watershed management.

SCRMC was originally established in 1991 to help implement forestry landowner assistance programs across the region. In 2014, SCRMC members recognized there was a need to update the JPA, bylaws, and policies. SCRMC members worked with legal counsel to develop the necessary documents, and this is the result.

FIRST AMENDED JOINT POWERS AGREEMENT
of the
SIERRA COORDINATED RESOURCES MANAGEMENT COUNCIL
Adopted May 29, 2015

This First Amended Joint Powers Agreement (the Agreement) replaces in entirety the original Agreement entered into by El Dorado County Resource Conservation District, Georgetown Divide Resource Conservation District, Nevada County Resource Conservation District, Placer County Resource Conservation District, and Tahoe Resource Conservation District, on July 4, 1992. This Agreement is entered into by and among the public agencies (organized and existing under the Constitution and laws of California) that include Amador Resource Conservation District, Mariposa County Resource Conservation District, Placer County Resource Conservation District, Tahoe Resource Conservation District, and Tuolumne County Resource Conservation District. This Agreement shall become effective upon execution of all five Members to this Agreement.

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting Members; and

WHEREAS, each of the Members to this AGREEMENT is a “public agency” and a “local agency” as such terms are defined in Sections 6500 and 6585, respectively, of the Government Code; and

WHEREAS, each of the Members hereto is a resource conservation district created and functioning pursuant to Division 9 (commencing with Section 9001) of the Public Resources Code (hereinafter referred to as “Division 9”); and

WHEREAS, the public, the California Legislature, and various California State Agencies have expressed concern for the proper utilization and conservation of natural resources in the Region. It is the intent of the Members to provide services within the authority of Division 9 to assist in the proper utilization and conservation of such natural resources in the Region through this Council; and

WHEREAS, the Members have mutual interests in the conservation, stewardship, and wise use of natural resources for present and future generations in the Sierra Nevada region and share mutual goals within such region; and

WHEREAS, the Members have expertise and resources available and desire to share the same to promote the effective functioning of the Members in the implementation of their statutory responsibilities in assisting Counties and other local agencies with responsibility for carrying out state conservation policies.

WHEREAS, the Members agree that joint action in obtaining contracts and grants to serve the Sierra Nevada region and the sharing of services, facilities, equipment, and materials to serve such region will best achieve the goals of the Members; and

WHEREAS, the Members agree this Council shall serve a critical function in developing and implementing natural resource projects that improve agriculture, soils, forest health and reduce wildfire, and improve water quality and retention for the benefit of the Sierra Nevada and more generally all Californians who benefits from healthy upland watershed management.

NOW, THEREFORE, the Members agree as follows:

ARTICLE 1 DEFINITIONS

“Associate Member” shall mean any Local Agency that shall have duly executed and delivered to the Council an Associate Membership Agreement in the form and as further provided in the Bylaws of the Council.

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

“Council” shall mean the Sierra Coordinated Resources Management Council, the joint powers agency created by the Agreement.

“Executive Committee” shall mean the Executive Committee of the Board of Directors of the Council, which is comprised of the Chair, Vice Chair and Secretary of the Council.

“Executive Director” shall mean the individual chosen by the Council to manage the day to day operations of the Council and fulfill the strategic direction of the Board.

“Calendar Year” shall mean that period of twelve months of a standard year.

“Government Code” shall mean the California Government Code, as amended.

“Joint Powers Law” shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

“Governing Body” Body shall mean the legislative board of each Public Agency and Local Agency that are either Members or Associate Members, respectively, of the Council.

“Member” shall mean any Resource Conservation District that lies within the Boundaries of this Council that has executed this Agreement and complied with other requirements to become a member of the Council.

“Project” shall mean when the Council intends to participate in the cooperative planning and implementation of the functions of resource conservation districts, as defined in Division 9, for the Region.

“Public Agency” shall mean public agency as defined in Government Code Section 6500, as may hereafter be amended from time to time, which states that local agency includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

“Resource Conservation District” shall mean a District created and functioning pursuant to Division 9 (commencing with Section 9001) of the Public Resources Code (hereinafter referred to as “Division 9”)

“Tasks” shall mean specific contracts to be performed by the Council alone or in cooperation with one or more Members, specific grants for projects to be carried out by the Council alone or in cooperation with one of more Members, or other efforts by the Council to accomplish the functions defined in Division 9.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

ARTICLE 2 CREATION OF THE COUNCIL

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the Members hereto, to be known as the “Sierra Coordinated Resources Management Council” with such powers as are hereinafter set forth.

ARTICLE 3 MEMBERS TO AGREEMENT

Each Member, as defined within and a party to this Agreement, certifies that it intends to and does contract with all other Members as Members to this Agreement and, with such other Resource Conservation Districts as may later be added as Members to this Agreement.

ARTICLE 4 TERM

This Agreement, or amendments thereto, shall be effective from the date of approval by all Members and shall remain in effect until terminated by mutual agreement of all Members or notice to the Council of withdrawal of all but one of the Members to the Agreement, consistent with Article 20 of this Agreement.

ARTICLE 5 PURPOSES

This Agreement is entered into by the Members in order that they may jointly develop programs for the joint exercise, through the Council, of powers common to each of the Members and to participate in specific tasks and to do acts related and incidental to such purposes, either by the Council alone or in cooperation with the State of California or United States, or other entities.

ARTICLE 6 POWERS OF THE COUNCIL

The Council shall have all of the powers common to its Members and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Council created hereby, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (1) To make and enter into contracts.
- (2) To incur debts, liabilities, and obligations and to encumber real or personal property.
- (3) To acquire, hold, or dispose of real or personal property, contributions and donations of real or personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (4) To sue and be sued in its own name, and to settle any claim against it.
- (5) To receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property.
- (6) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5
- (7) To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.
- (8) To employ agents and employees.
- (9) To receive, collect and disburse moneys.
- (10) To finance the acquisition, construction or installation of real or personal property for the benefit of one or more Local Agencies through the sale of its revenue bonds, certificates of participation or other obligations and to enter

- into any agreement or instrument in connection with the execution, issuance, sale or delivery of such bonds, certificates of participation or other obligations.
- (11) To lease, sell, convey or otherwise transfer title or rights to or an interest in real or personal property, including, but not limited to, property financed by the Council for the benefit of its Members or other Local Agencies, and to enter into any agreement or instrument in connection with any such lease, sale, conveyance or transfer.
 - (12) To exercise all powers of entities, such as the Council, created under the Joint Powers Law including, but not limited to, those powers enumerated under the Marks-Roos Local Bond Pooling Act of 1985, as amended.
 - (13) To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Council or power granted by the Joint Powers Law, this Agreement or the Bylaws of the Council.

ARTICLE 7 BOARD OF DIRECTORS

(a) Composition of Board. The business of the Council shall be conducted by a Board of Directors consisting of one director from the governing board of each Member, appointed by the Board of each Member. The directors and alternatives for such directors shall be designated in writing by the governing board of each Member. If more than one alternative is appointed the order in which the alternatives serve shall be designated. The role of an alternative director shall be to assume duties of the director appointed by the Member in the case of the absence or unavailability of such director. The directors and alternatives shall serve at the pleasure of the appointing Member and shall continue to serve until a successor is appointed by a Member.

(b) Termination of Status as Director. A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Council receives written notice from the Director, and appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the director or alternate director, and (4) end of term with the RCD which he represents.

(c) Compensation. Directors and their alternates may be entitled to compensation as specified in the Bylaws. The Board of Directors may authorize reimbursement of expenses incurred by directors or their alternates.

(d) Powers of Board. The Board of Directors shall have the following powers and functions.

- (1) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Council, either directly or by delegation to other bodies or persons.

- (2) The Board may appoint an Executive Director. If an Executive Director is appointed by the Board, the Council may delegate to the Executive Director powers or duties of the Board, except adoption of the Council's annual budget. Any additional powers and duties so delegated shall be specified in a resolution adopted by the Board.
- (3) The Board may form committees as it deems appropriate to conduct the business of the Council. The membership of any such committee may consist in whole or in part of persons who are not members of the Board; provided that the Board delegate decision-making powers and duties only to a committee a majority of the members of which are Board members. Any committee a majority of the members of which are not Board members may function only in an advisory capacity. Appointments to committees shall be made by the Board, and committee purposes and functions shall be described within the bylaws.
- (4) The Board shall elect the officers of the Council and shall appoint or employ necessary staff.
- (5) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Council. Adoption of the budget may not be delegated. No later than **November 30th** each year, the Board of Directors shall adopt a budget for the council for the ensuing calendar year.
- (6) The Board shall receive, review and act upon periodic reports and audits of the funds of the Council.
- (7) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Council.

ARTICLE 8 MEETINGS OF THE BOARD OF DIRECTORS

(a) Regular Meetings. The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. The Board may call special meetings.

(b) Ralph M. Brown Act. Each meeting of the Board of Directors, including without limitation regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

(c) Minutes. The Council shall have minutes of regular, adjourned regular, and special meetings kept by a person designated by the Executive Director. As soon as practicable after each meeting, such designated person shall forward to each Board member a copy of the minutes of such meeting.

(d) Quorum. A majority of the members of the Board is a quorum for the transaction of business.

(e) Voting. Each member of the Board shall have one vote.

ARTICLE 9 OFFICERS

The Board shall elect a Chair, Vice Chair and Secretary from among the directors, after the execution of this Agreement by all Members. Thereafter, except as may be otherwise provided in the Bylaws of the Council, the Board shall elect a new Chair and Vice Chair, in every other succeeding alternating calendar year, so that each of those positions serves for alternate two year terms. Each officer shall assume the duties of his office upon election. If any officer ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board.

ARTICLE 10 ACCOUNTS AND RECORDS

(a) Annual Budget. The Council shall adopt an operating budget pursuant to Article 7 of this Agreement. The Council shall have prepared the annual operating budget for review and approval by the Board.

(b) The Treasurer of the County of Placer shall be the Treasurer of the Council, and such County shall be the depository and have custody of all money of the Council, from whatever source. The Treasurer of Placer County shall perform the duties specified in Government Code Section 6505 through 6506.5.

(c) At the request of a majority of the Members, the Board of Directors may transfer the responsibility of funds management to some other entity, officer, or employee as the law may provide. The Board of Directors must vote to approve such action by a majority vote of its members, consistent with Section 6505.6.

(d) All funds of the Council shall be strictly and separately, accounted for; and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the calendar year. The books and records of the Council shall be open to inspection by the public and the Members.

(e) The Auditor of Placer County shall be the Auditor of the Council, and shall advise and assist with the Council's audit requirements. The Auditor shall perform the duties as specified in Government Code Section 6505 through 6506.5. The Auditor of Placer shall also either make or, upon approval of the Board, contract with a certified public accountant or public accountant to make an audit every five years of the accounts and records of the Council, which shall be conducted, at a minimum, in accordance with the

requirements of the State Controller under Section 26909 of the California Government Code, and shall conform to generally accepted auditing standards.

ARTICLE 11 RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) Pursuant to Section 6505.1, the Executive Director or his or her designee or his or her designee, or the Secretary of the Board shall have the custody of all property and the authority to disburse the Council's funds, as directed by the Board or described in the bylaws. Proceeds of bonds, certificates of participation or other similar obligations of the Council may be deposited with an indenture trustee, agent or other depository and shall not be considered the Council's funds for purposes of this Article.

(b) The Executive Director or his or her designee, or the Secretary of the Board shall oversee all financial functions required to be performed under the Joint Powers Law. The Executive Director or his or her designee, or the Secretary of the Board shall review the financial statements and the any audit of the Council.

(c) A bond must be fixed for the Executive Director or his or her designee, and the Secretary of the Board pursuant to 6505.1 in an amount determined by the Council's bylaws.

(d) Prior to obtaining financing for any Project or Task, the revenues for the expenses of the Council shall be those funds designated and paid over by the respective Members in conjunction with their adoption of a final budget for the particular calendar year. Any additional funds needed for the expenses of the Council prior to obtaining such financing shall be approved by the Members.

(e) The Board of Directors may arrange for the payment of the expenses of the Council through other satisfactory sources including, but not limited to, state or federal grants, upon approval by the Board.

ARTICLE 12 MEMBER RESPONSIBILITIES

Each Member shall have the following responsibilities:

(a) To appoint its director and alternate director to or remove its director and alternate director from the Board as set forth in Article 7.

(b) To consider proposed amendments to this Agreement as set forth in Article 23.

(c) To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the

annual benefits accruing directly to each party from this Agreement. Failure to pay such fees may result in Board of Directors actions to change that Member to an Associate Member or removal of that Member from the JPA as described in the bylaws.

(d) If a Member shall give written notice to the Council of its election to relinquish its status as a Member and instead become an Associate Member, or if a Member shall fail to be represented at three (3) or more successive meetings of the Board of Directors, then such Member shall be deemed to be an Associate Member upon action of the Board of Directors duly adopted to such effect. Promptly following any such action by the Board of Directors, such Member shall promptly deliver to the Council an executed Associate Membership Agreement in the form and as further provided in the Bylaws. Such Associate Member status shall not relieve such Member from its obligations under any outstanding agreements relating to the Council's bonds, certificates of participation or other obligations except in accordance with such agreements.

ARTICLE 13 NEW MEMBERS

With the approval of the Board, any qualified resource conservation district created and functioning pursuant to Division 9 (commencing with Section 9001) of the Public Resources Code (hereinafter referred to as "Division 9"); may become a party to this Agreement. Such District requesting membership shall apply by presenting to the Council a resolution of the Legislative Body of such District evidencing its approval of this Agreement. The date that the applying Agency will become a Member will be the date set by the Board.

ARTICLE 14 ASSOCIATE MEMBERS

Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the Council by executing and delivering to the Council an Associate Membership Agreement in form and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Council. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Council.

ARTICLE 15 OBLIGATIONS OF COUNCIL

The debts, liabilities and obligations of the Council shall not be the debts, liabilities and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Council.

ARTICLE 16
LIABILITY OF BOARD OF DIRECTORS, OFFICERS
ASSOCIATE MEMBERS AND COMMITTEE MEMBERS

The members of the Board of Directors, officers, associate members and committee members of the Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Council funds, or failure to invest.

No director, officer or committee member shall be responsible for any action taken or omitted by any other director, officer or committee member. No director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as required under Article 14 (c).

The funds of the Council shall be used to defend, indemnify and hold harmless the Council for any director, officer or committee member for their actions taken within the scope of the Council. Nothing herein shall limit the right of the Council to purchase insurance or legal services.

ARTICLE 17
LIABILITY OF MEMBERS

Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, or obligations of the Council shall be solely the debts, liabilities and obligations of the Council, and not the Public Agencies.

ARTICLE 18
BYLAWS

The Board shall adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Council. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Council.

ARTICLE 19
WITHDRAWAL

A Member or an Associate Member may withdraw from membership in the Council upon ninety (90) days advance written notice to the Council. No such withdrawal,

however, shall relieve such Member or such Associate Member from its obligations under any outstanding agreements relating to the Council's bonds, certificates of participation or other obligations except in accordance with such agreements. Members who withdraw shall continue to pay any and all debts or obligations to the Council as outlined in the current budget within the year in which they withdraw.

ARTICLE 20 TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time that no bonds, certificates of participation or other similar obligations of the Council are outstanding with the approval of all but one of the Members. Upon termination of this Agreement, all assets of the Council shall, after payment of all unpaid costs, contractual obligations, expenses and charges or debts incurred under this Agreement, be distributed among the Members hereto in accordance with the respective contributions of each of said Members.

ARTICLE 21 NOTICES

The Council shall use for all notices, billings and other communications the Executive Director. Each other Member shall provide the Executive Director with its address to which communications are to be sent.

ARTICLE 22 AMENDMENT

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Council of notice of the approval of such amendment by a majority of the Legislative Bodies of the Members.

ARTICLE 23 SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 24
PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund or asset of the Council.

ARTICLE 25
VENUE

Any and all legal disputes regarding this Agreement shall be heard in the courts of the State of California.

ARTICLE 26
SIGNATURE IN COUNTERPARTS

This agreement may be signed in several counterparts, each of which shall be deemed an original but all of which shall collectively constitute one and the same instrument.

ARTICLE 27
AGREEMENT COMPLETE

This Agreement constitutes the full and complete agreement of the Members.

ARTICLE 28
FILING WITH SECRETARY OF STATE

The Program Administrator of the Council shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within ten (10) days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

Amador Resource Conservation District
By: _____
DATE: _____

Mariposa County Resource Conservation District
By: _____
DATE: _____

Placer County Resource Conservation District
By: _____
DATE: _____

Tahoe Resource Conservation District
By: _____
DATE: _____

Tuolumne County Resource Conservation District
By: _____
DATE: _____

BYLAWS
of the
SIERRA COORDINATED RESOURCES MANAGEMENT COUNCIL
Adopted February 2016

ARTICLE 1
PURPOSE

The Members of the Council agree that joint action in obtaining contracts and grants to serve the Sierra Nevada region and the sharing of services, facilities, equipment, and materials to serve such region will best achieve the goals of the Members by working together under this set of By-Laws and associated policies that more specifically effectuate the Joint Powers Agreement under which all the Parties are subject.

ARTICLE 2
GOVERNING DOCUMENTS

The governing documents of the Council shall be the Joint Powers Agreement of the Council (Agreement), these Bylaws; Resolutions; the Council Conflict of Interest Code; Associate Member Policy, Zero Tolerance Harassment Policy; Fiscal Procedures Policy, Membership Dues and Reimbursement Procedures, Personnel and Contracting Policy, and any other general policies or procedures subsequently adopted.

ARTICLE 3
MEMBER ENTITIES

Section 3.1 - Membership

Each party to the Agreement is a Member. Only those agencies defined in the Joint Powers Agreement are eligible to become a Member of the Council by agreeing to be bound by the governing documents and by complying with all of the following requirements:

3.1.1 Submit an executed copy of the Agreement; and

3.1.2 Submit signed resolution acknowledging intent to become a member under the terms and conditions of Governing Documents. Resolution shall contain provision that stated the Applicant has the authority to join SCRMC and the party executing the JPA the authority to bind the Applicant.

3.1.3 Submit membership fee amount as determined in the current year's SCRMC Budget.

3.1.4 Upon submission of the three items above, the entity in question shall become a new member. Notification to this affect will be given pursuant to Article 17 to the new Member by the Executive Director of the SCRMC Board.

3.2 New Member Responsibilities

3.2.1 The New Member shall nominate a Director and an Alternate within thirty days of becoming a Member.

3.2.2 The New Member shall ensure all representatives (Director and Alternate) file, with the SCRMC Executive Director, the required Fair Political Practices Commission ("FPPC") forms upon assuming office, during office, and upon termination of office, consistent with the SCRMC Conflicts of Interest Code.

ARTICLE 4 RESPONSIBILITIES OF THE MEMBER ENTITIES

Section 4.1 – Governing Documents

Each Member Entity shall comply with the provisions of the governing documents.

Section 4.2 – Timely Payment

Each Member Entity shall timely pay all premiums, fees, charges and assessments imposed or levied by the Council. Late fees may be charged to Members pursuant to the Fiscal Procedure Policy.

Section 4.3 – Cooperation

4.3.1 Each Member Entity shall provide the Council with requested information and assistance in order to fulfill the programs under this Agreement.

4.3.2 Each Member Entity shall in all ways cooperate with and assist the Council in all matters relating to the work of the Council.

Section 4.4 – Confidential Records

Each Member Entity shall maintain all confidential records in accordance with state regulations under the California Government Code § 6250, et seq., the California Public Records Act.

ARTICLE 5 ASSOCIATE MEMBER ENTITIES

Associate members shall go through the same process as described above in Article 3, except that they will submit a Resolution of their Board that commits to the Associate Member Policy and pay the Associate Member fee as listed in the Policy.

ARTICLE 6 BOARD

Section 6.1 – Board Composition and Rules

The Board shall be composed of Members as defined in the Agreement, with the general powers and duties listed therein. Further authorities are listed below:

6.1.1 Voting- all matters within the purview of the Board may be decided by a majority vote of the Board, except for as those matters which are specified as requiring a super majority vote or unanimous vote of the Board.

6.1.2 Expel a member from the Council requires two-thirds vote of the entire Board;

6.1.3 Terminate or suspend the rights of a member in default requires two-thirds vote of the entire Board;

6.1.4 Every Member is expected to have its director or alternate attend Board meetings.

6.1.5 All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)

6.1.6 A special meeting may be called by the Chair or Vice Chair, or two members of the Board in the absence of the Chair, by notifying the Executive Director of the purpose of the meeting. The Executive Director shall provide 24 hours written notice to each director and alternate representative stating the purpose, date, time, and place of the meeting.

ARTICLE 7 OFFICERS OF THE BOARD

Section 7.1 - Officers and Terms

The Officers and Terms of the Council shall consist of those listed in the Agreement.

Section 7.2 – Elections

7.2.1 Election of officers shall be performed at last meeting of each calendar year for vacancies expected in the following calendar year. If no nominee receives a majority vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each director to the Board or in the absence of any director, his/her alternate shall be eligible to vote.

7.2.2 After receiving nominations from directors, the Board shall vote publically.

7.2.3 Vacancy elections shall be handled in the same way as general elections.

Section 7.3 – Duties

7.3.1 Chair - The Chair shall preside at all meetings of the Council. The Chair shall appoint the members of all ad hoc committees, which may be formed as necessary or appropriate for carrying on the activities of the Council. The Chair shall execute documents, or delegate to the Executive Director on behalf of the Council as authorized by the Board, and shall serve as the primary liaison between this and any other organization. The Chair shall serve as ex-officio member of all committees.

7.3.2 Vice Chair - The Vice Chair shall also serve as ex-officio member of all committees, when the Chair is unable to attend. In the absence of or temporary incapacity of the Chair, the Vice Chair shall exercise the functions covered in Section 7.3.1 above.

7.3.3 Secretary - The Secretary will be responsible for the oversight of staff's preparation of all minutes and agendas of the Board, and any other committee meetings, preparing necessary correspondence, and maintaining files and records.

ARTICLE 8 COMMITTEES

At any time the Chair may appoint an ad hoc committee. Such committee shall be subject to these bylaws and other governing documents.

ARTICLE 9 FINANCIAL AUDIT

Section 9.1 - Audit Required

The Board shall cause to be made, by a qualified, independent individual or firm, an annual audit of the financial accounts and records of the Council. By unanimous request of the Board, the audit may be biennial as permitted by Government Code section 6505, subdivision (f). The minimum requirements of the audit shall be those prescribed by State law.

Section 9.2 - Filing an Audit

The financial audit report shall be filed with the State Controller's Office within 6 months of the end of the fiscal year(s) under examination. The Council shall have a copy of the audit report filed as a public record with each Member.

Section 9.3 - Costs of Audit

The Council shall bear all costs of the audit. Such costs shall be charged against the operating funds of the Council.

ARTICLE 10 BUDGET

The drafting and approval of the annual Budget shall be described in the Fiscal Procedures Policy.

ARTICLE 11 ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 11.1 - Administration of Funds

The Council is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the California Government Code and Article 10 of

the Agreement, and any other regulations that become applicable based on the source or nature of funding received. The portion of each program contribution allocated for payment of expenses, if any, shall be held by the Council for the program participants for each program.

Section 11.2 - Deposit and Investment of Council Funds

The Treasurer may deposit and invest Council funds, subject to the same requirements and restrictions that apply to the deposit and investment of the general funds in accordance with California Government Code and in accordance with the Fiscal Procedure Policy, on an annual basis.

ARTICLE 12 ADMINISTRATION

Section 12.1 - Executive Director

The Board shall appoint the Council's Executive Director. The Executive Director shall be responsible for the daily administration, management, and operation of the Council's programs and shall be subject to the direction and control of the Board. The Executive Director may, but need not be, an employee of the Council, a consultant, or a corporation. Such arrangement shall be governed by contract and approved by Board.

Section 12.2 - Compensation and Employment of Executive Director

The Council shall compensate the Executive Director for services rendered to the Council in such amount and manner as may be approved by the Board. Details respecting compensation, termination, and other employment related matters pertaining to the Executive Director shall be governed by such terms and conditions as the Board shall establish in its Personnel and Contracting Policy.

Section 12.3 – Other Staff

The Board, or the Executive Director if authorized by the Board, may retain other contractors or employees to assist SCRMC in setting goals and priorities; developing and managing the Council's programs and projects; interacting with the state, counties, stakeholders and consumers on behalf of the Council; contracting with and monitoring contractors; keeping the Council's Board informed of SCRMC activities; and reporting to state agencies that interact with SCRMC, or other activities that are consistent with the Purpose of the SCRMC.

ARTICLE 13 EXECUTION OF CONTRACTS AND LEGAL ISSUES

Section 13.1 - Authorization by Board

The Board hereby authorizes the Executive Director or the Secretary of the Board to execute any contracts that are consistent with the current annual budget of the SCRMC. The Board may also authorize the Executive Director, any officer or officers, agent or

agents, to enter into any contract or execute any instrument in the name and on behalf of the Council and such authorization may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power to bind the Council by any contract or to pledge its credit or to render it liable for any purpose or to any amount. Specific authority shall be described in the Personnel and Contracting Policy.

Section 13.2 – Representative and Officers Insurance

The Council may purchase insurance indemnifying the Directors, Officers, and Administrative staff for personal liabilities arising out of wrongful acts in the discharge of their duties to the Council or may elect to self-insure such risk.

Section 13.3 - Legal Representation and Issues

13.3.1 Council may hire legal counsel to advise on matters relating to the operation of the Council. The Council shall have the right to pay such legal counsel reasonable compensation for said services.

13.3.2 If a Member is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such public entity is entitled to contribution from each of the other Members that are parties to the Agreement. The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the pro rata share of the public entity so paying. No public entity may be compelled to make contribution beyond its own pro rata share of the entire judgment. The Pro Rata share is the percentage of the judgement amount based on number of Members within SCRMC. For example, if there are ten member agencies within SCRMC, the pro rata share would be 10%.

13.3.3 No Additional Waiver Implied by One Waiver

In the event any condition contained in the governing documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE 14 DEFAULTS AND EXPULSION FROM THE COUNCIL

Section 14.1 - Events or Conditions of Default Defined

14.1.1 The following shall be "defaults" under the Agreement and these Bylaws:

14.1.1.1 Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents.

14.1.1.2 Consistent failure to: attend meetings, submit requested documents and cooperate in the fulfillment of the program objectives;

14.1.1.3 Failure to pay any amounts, including penalties and interest, due to the Council for more than 45 days;

14.1.1.4 The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or

14.1.1.5 Any condition of the Member which the Board believes jeopardizes the financial viability of the Council.

Section 14.2 - Remedies on Default

14.2.1 Whenever any event of default referred to in Section 14.1 of this article shall have occurred, it shall be lawful for the Council to exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws. However, no remedy shall be sought for defaults, until the Member has been given 30 days written notice of default from the Board, except defaults under Sections 14.1.1.4 and 14.1.1.5.

14.2.2 Expulsion of a Member Entity from the Council:

14.2.2.1 The Board may expel from the Council any Member (from the Council) that is in default, as defined in Section 14.1.1 of this Article.

14.2.2.2 Such expulsion shall be effective on the date prescribed by the Board, but not earlier than 30 days after written notice of expulsion has been personally served on or sent certified mail to the Member.

14.2.2.3 The expulsion of any Member from any program shall not terminate the Member's responsibility to contribute its share of contributions or funds to any fund or program created by the Council, nor its responsibility to provide requested data. All current and past participants shall be responsible for their respective share of the expenses, as determined by the Executive Director, until all unpaid liabilities, covering the period of the participant's participation in the program have been finally resolved and a determination of the final amount of payments due by, or credit to, the participant for the period of its participation has been made.

Section 14.3 - Agreement to Pay Attorney's Fees and Expenses

In the event either the Council or a Member entity is in breach of the Agreement and the other party employs attorneys or incurs other expenses for the collection of moneys or the enforcement of performance or observance of any obligation under the Agreement on the part of the defaulting party, the defaulting party shall pay to the other party the reasonable fees of such attorneys and such other expenses so incurred by the other party.

ARTICLE 15 WITHDRAWAL FROM THE COUNCIL

Section 15.1- Notice of Intent to Withdraw

In the event any Member wishes to withdraw from the Council, it shall give the Board 30 (thirty) day notice of the Member's intent to withdraw.

Section 15.2- Annual Dues are Non-refundable

Any and all dues paid by such member for that current annual budget cycle shall not be reimbursed to such Member. If other monies are held by the Board that are due and owing to the Member, those amounts shall be reimbursed to such Member.

Section 15.3 – Legal Cost Share for Two Years Post-withdrawal

Such withdrawing member shall be responsible for any legal costs described under Section 13.3.2 for two years after withdrawal.

ARTICLE 16
TERMINATION of COUNCIL and DISTRIBUTION OF ASSETS

Section 16.1 – Termination and Survival of Governing Documents

The Agreement, these Bylaws, and the Council continue to exist after termination for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the obligations and affairs of the Council.

Section 16.2 – Distribution of Assets Upon Termination of the Council

Upon termination of the Council, the assets of the Council shall be distributed and apportioned among the Members. Any additional funds received after the above distributions are made shall be returned in proportion to the contributions made.

Section 16.3 – Distributions upon Termination to a Member Withdrawn or Expelled from a Program

If a Member withdraws or is expelled from a Program, the Council shall return any program contributions by the member, but only to the extent that the Member's contribution to that program exceeds the program expenses fairly allocable to the Member based on its proportionate contribution and period of participation, and consistent with other sections of these bylaws.

ARTICLE 17
NOTICES

Any notice to be given or to be served upon any party hereto in connection with these Bylaws must be in writing (which may include facsimile or email) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Parties may, at any time by giving five days prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

ARTICLE 18
EFFECTIVE DATE

These Bylaws shall be effective immediately upon the date of approval and upon adoption shall supersede and cancel any prior Bylaws and/or amendments thereto. However, the adoption of these Bylaws shall not affect the Agreement or any amendments to it. The Bylaws are binding between the Members, and supplement the Joint Powers Agreement to the extent they are not inconsistent with it. Any clauses in these Bylaws that are inconsistent with the Agreement shall be superseded by those clauses in the Agreement but only to the extent of the inconsistency.

ARTICLE 19
AMENDMENTS

These Bylaws may be amended or repealed from time to time by the Council with notice of such action being consistent with the Brown Act.

KEY POLICIES
of the
SIERRA COORDINATED RESOURCES MANAGEMENT COUNCIL
Adopted January 10, 2017

Section 6 - Financial Procedures

1. Invoice and disbursement of SCRMC funds
 - a. The Executive Director shall receive all invoices on behalf of the SCRMC, which shall be emailed or mailed to the SCRMC address of record. Invoices shall be reviewed by the Executive Director, and can be approved by the Director alone if they are associated with an already approved contract or budget item.
 - b. The Executive Director, or his or her designee, shall process the invoice through the treasury system in place for SCRMC.
 - c. The Executive Director, and/or his or her designee, as well as the treasury organization used by the SCRMC, shall be in compliance with bonding requirements as required by California Government Code Section 6505 through 6506.5.
 - d. The Executive Director, or his or her designee, shall attempt to pay all invoices within 45 days of receipt. It is the policy of SCRMC that it shall not promise payments can be made in less than 45 days.

2. Dues

Membership Dues and Associate Member Dues for participation in the SCRMC shall be due on January 30 of each year, and shall be in the amount as described in the applicable budget for that year, for Members and Associate Members. As stated in the bylaws, there is no refund of dues available if a member chooses to withdraw from the SCRMC.

 - a. If dues become more than 30 days past due, the Executive Director, or his or her designee, shall notify said member and require payment within 30 days. If payment is not made by April 30th, the Board may begin the process to remove the member or associate member pursuant to the bylaws.
 - b. If an RCD wishes to join SCRMC, they must pay the current year's dues. Annual dues for initial membership will be pro-rated by 60% if a member joins after July 1st in any given year.

Members may request reimbursement for costs incurred doing SCRMC business, or for other related activities. Such requests shall be processed through the invoice procedure under Section 2 above.

3. Contract overages
 - a. If a party under contract with SCRMC finds that a contract increase is warranted, such a request can be reviewed and approved by the

Executive Director if such increase is no more than ten percent (10%) of the total value of the contract. Higher dollar amounts will require contract amendment approval pursuant to the Contract Policy found in Section 8 of this Manual.

- b. If a party under contract with SCRMC is willing to provide pro bono additional time or services to complete a contract, such an offer shall be made in writing, and accepted by the Executive Director in writing. In no case shall such an offer and acceptance commit the SCRMC to making any payments to such party.

Section 8 – General Policies and Procedures

1. Associate Member Policy

- a. Any Resource Conservation District (RCD) within the boundaries of SCRMC may join SCRMC as an Associate Member.
- b. To become an Associate Member, an RCD Board shall pass a resolution stating their intention to become a member, and that shall be delivered to the Executive Director of SCRMC, along with a check to pay for that current year's membership, pursuant to Section 14 of the JPA Agreement and Article 5 of the bylaws.
- c. Rights and responsibilities of Associate Member are limited. Associate members are invited to attend all SCRMC meetings and participate in Board discussions. It is expected that Associate Members may participate in some SCRMC programs, and may be the recipient of grant funding. Associate Members, however, do not hold a position on the Board, and do not have voting rights. They are also not entitled to reimbursements for costs, unless a specific grant or other money source has been allocated to pay for such expenditures.
- d. Dues for Associate members shall be set on an annual basis within the budget.

2. Contracting Policy

- a. As described in Section 13.1 of the bylaws, the Executive Director may execute contracts on behalf of SCRMC that are consistent with the SCRMC budget.
- b. The Executive Director shall receive all contracts on behalf of the SCRMC, which shall be emailed or mailed to the SCRMC address of record.
- c. The Executive Director, or his or her designee, shall process the contract, and obtain signatures. One original shall be made for each party entering into a contract.
- d. It is the policy of SCRMC to obtain a waiver of liability in all contracts pertaining to the actions of the contractors or grantees in the performance of any contract between the SCRMC and the third party, for all injuries or

losses, as long as such losses are not the result of the direct negligence or willful misconduct of any members or associate members of SCRMC.

- e. Due to the nature of SCRMC, there may be occasion where SCRMC is working jointly with other government agencies on various projects, or working on private property. In such circumstances where SCRMC staff, contractors or volunteers are working with others, the liability requirements above, and specific insurance provisions, may apply.

3. Procurement policy

a. Policy for Solicited Proposals for Contracting

SCRMC may seek the services of a professional(s) and will solicit from time to time Requests for Proposals (RFP) from professionals and contractors using generally accepted search and selection criteria to identify individuals or firms who are credited, competent and qualified to perform the work. Criteria for consideration shall include resume, related experiences and past performance history, and may include other factors. The Best Value approach will be used in awarding RFPs.

In addition to meeting the selection qualification criteria, an RFP Best Value award shall be made to the most qualified and capable individual or firm who has demonstrated the ability to provide the requisite services that considers a fair and reasonable price and along with any predetermined factors relevant for the project. Best Value factors may include local business, past performance, quality control, safety programs, financial capability, subcontracting plans. Minimum qualifications, insurance, bonding and other requirements shall be set forth as appropriate for each project in the Request for Bids or Proposals and included in the final contract.

b. Methods for Awarding Personal Services Contracts.

SCRMC may use a number of selection methods for awarding the desired work including direct appointment (sole sourcing), informal price quotes and competitive bids for personal services contracts. The selection method to be used shall be stated in the Request for Proposals

- i. A personal services contract totaling less than \$25,000 in either a calendar year or a fiscal year may be awarded by direct appointment, without competitive bidding.
- ii. A personal services contract totaling between \$25,000 and \$150,000 in the aggregate may be awarded after soliciting at least three quotes.
- iii. A personal services contract totaling more than \$150,000 in the aggregate shall be awarded using competitive sealed proposals unless exempted from competitive bidding by resolution of the Board of Directors, and then may be awarded in any manner authorized by the Board of Directors.

c. Procurement of goods

SCRMC will follow the criteria below when entering into contracts for the procurement of goods:

- i. Small Procurements (Under \$5,000)
 - A. Contracts under \$5,000 are not subject to competitive bidding requirements. The Executive Director or designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for SCRMC.
 - B. A contract may be amended beyond the \$5,000 limit provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.
 - ii. Intermediate Procurements
 - A. A contract for procurement of goods estimated to cost between \$5,000 and \$150,000 in a calendar year, may be awarded after the solicitation of at least three (3) bids.
 - B. A contract may be amended beyond the \$150,000 limit provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (10%) of the original contract price.
 - iii. High value Procurements. A contract for procurement of good over 150,000.00 shall be awarded using competitive sealed bid proposals unless exempted from competitive bidding by resolution of the Board of Directors, and then may be awarded in any manner authorized by the Board of Directors.
- d. Emergency Contracts.
"Emergency" shall be defined as follows: "Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition. The Board Chair, the Executive Director, or a designee of the Board of Directors shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.
- e. Conflict of Interest
 - i. No employee or director of SCRMC shall engage in any outside employment, activity, or enterprise for which that person receives compensation or other benefit as a result of, or through, a contract awarded by SCRMC to a firm or individual.
 - ii. Employees or Board members of the Council shall not participate in the selection process when such individual has a relationship with a person or business entity seeking a contract such that participation in the selection process would create a conflict of interest for the

employee or Board Member as defined in Government Code Section 1090 et seq. and 81000 et seq.

iii. The Council shall make all reasonable efforts to conduct its due diligence in awarding contracts to ensure that any perceived or real conflict of interests may result from the awarding of said contracts.

f. Contract evaluation

A contractor evaluation shall be performed upon completion of a project contract and provided to the contractor with final payment.

4. Volunteer Policy

- a. A volunteer is a person who offers their time in support of SCRMC without expectation of any compensation for such time spent.
- b. SCRMC declares its intent to support voluntary arrangements.
- c. Any interested volunteer shall fill out a "volunteer support agreement" that shall describe the terms and conditions of volunteering with SCRMC, including discussions of waivers of liability and necessary insurance. The Executive Director shall ensure such an agreement is entered into before anyone begins as a volunteer with SCRMC.